

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

Tuesday, May 9, 2017
3:00 p.m.

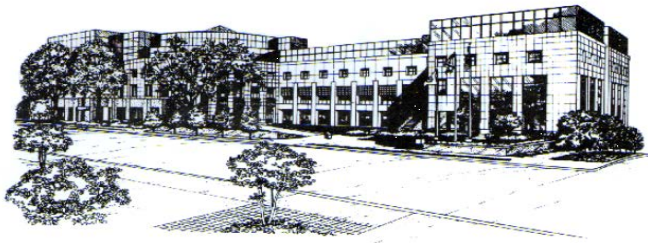
COUNTY COMMISSIONERS

John E. Dailey, Chairman
District 3

Bill Proctor
District 1

Bryan Desloge
District 4

Mary Ann Lindley
At-Large



Jimbo Jackson
District 2

Kristin Dozier
District 5

Nick Maddox, Vice Chair
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

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

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

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

Board of County Commissioners

Leon County, Florida

Agenda

Regular Public Meeting

Tuesday, May 9, 2017, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and Pledge of Allegiance by Chairman John E. Dailey

AWARDS AND PRESENTATIONS

- Proclamation Recognizing the Accomplishments of Nims Middle School's Sole Cheerleader, Tianiya Hall-Scales
(Commissioner Proctor)
- Proclamation Recognizing the Accomplishments of the FAMU Developmental Research School Girls' Basketball Team
(Commissioner Proctor)
- Proclamation Recognizing National Teachers Appreciation Week, May 7-13, 2017
(Commissioner Jackson)
- Proclamation Recognizing May as Bike Month
(Chairman Dailey)
- Proclamation recognizing Perinatal Mental Health Week, May 8-14, 2017
(Commissioner Desloge)
- Presentation on the Economic Impact of Non-profits in Leon County
(Jessica Lowe-Minor, Institute for Nonprofit Innovation and Excellence)

CONSENT

1. Minutes: February 7, 2017 Workshop on Tourism and Cultural Grant Funding Efforts, March 7, 2017 Joint City/County Workshop on 2017 Cycle Comprehensive Plan Amendments, April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee and April 4, 2017 Regular Meeting
(Clerk of the Court/ Finance/ Board Secretary)
2. FY 15-16 Annual Audit Report and Financial Statements
(Clerk of the Court/ Finance)
3. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
4. Ratification of the April 25, 2017 Fiscal Year 2018 Budget Workshop
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
5. Mediated Settlement Agreement in Eminent Domain Acquisition of Property Needed for the Old Bainbridge at Pullen Road Intersection Improvement Project
(County Administrator/ County Attorney/ Public Works)

6. Ratification of Board Actions Taken at the April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee
(County Administrator/ County Administration)
7. Enabling Resolution Establishing the Advisory Committee for Quality Growth
(County Administrator/ County Administration/ Development Support & Environmental Management)
8. Behavioral Health Transportation Plan
(County Administrator/ Intervention & Detention Alternatives / Human Services & Community Partnerships)
9. Mental Health Services and Resources in Leon County
(County Administrator/ Intervention & Detention Alternatives / Human Services & Community Partnerships/ CMR)
10. Amendments to the Interlocal Agreement to Establish the Economic Vitality Leadership Council, Economic Vitality Competitiveness Committee, and the Competitive Projects Cabinet for the Tallahassee-Leon County Office of Economic Vitality
(County Administrator/ PLACE/ Office of Economic Vitality)
11. Pre-Event Contracts for Debris Removal and Disposal Services
(County Administrator/ Public Works)
12. Pre-Event Contracts for Disaster Debris Monitoring Services
(County Administrator/ Public Works)

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

13. Status Report on the State of Florida's Leon County Property Portfolio Study
(County Administrator/ County Administration)
14. FY 2016/17 Commissioner Discussion Items Semi-Annual Status Report
(County Administrator/ County Administration)
15. Status Report on Woodville Highway Roadway Improvement Projects
(County Administrator/ Public Works)

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

16. Update on Upcoming Disaster-Related Community Engagement, Preparedness Events, and Public Information Campaigns
(County Administrator/ Emergency Management/ Community & Media Relations)

17. Status Report on the Human Rights Ordinance
(County Attorney)
18. Resolution Extending the Moratorium Presently in Effect to Review Communication Antenna Support Structures Deployment in the County's Rights-of-Way
(County Administrator/ County Attorney)
19. Status Report on the use of Tourist Development Taxes Formerly Designated for a Performing Arts Center
(County Administrator/ Tourism Development)
20. Full Board Appointment to the Value Adjustment Board
(County Administrator/ County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

21. First of Two Public Hearings on a Development Agreement between Leon County and Edward M. Mitchell, Jr.
(County Administrator/ County Attorney/ Development Support & Environmental Management/ Public Works)
22. First & Only Public Hearing on a Proposed Ordinance Amending Official Zoning Map to Change Zoning Classification from Office Residential (OR-2) Zoning District to Commercial Parkway (CP) Zoning District
(County Administrator/ PLACE/ Planning)
23. Second and Final Public Hearing to Adopt a Proposed Ordinance Amending Chapter 10 Article VI, to Add a New Section, Entitled "Medical Marijuana Dispensing Facilities"
(County Administrator/ Development Support & Environmental Management/ Development Services)

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

- Leon County Research and Development Authority Financial Statements for years ending September 30, 2016 and 2015.

ADJOURN

*The next Regular Board of County Commissioner's Meeting is scheduled for
Tuesday, May 23, 2017 at 3:00 p.m.*

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

2017

Leon County Board of County Commissioners Meeting Schedule

JANUARY

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AUGUST

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DECEMBER

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PUBLIC NOTICE
Leon County Board of County Commissioners
2017 Tentative Schedule
All Workshops, Meetings, and Public Hearings are subject to change

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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
January 2017	Monday 2	Offices Closed	NEW YEAR'S DAY Observed
	Tuesday 10	No Meeting	BOARD RECESS
	Monday 16	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 17	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 19	5:30 – 8 p.m.	Leon County Legislative Delegation Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 10 of the Leon County Code of Laws to Correct Scrivener's Errors and Inadvertent Inconsistencies
	Thursday 26	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
February 2017	Tuesday 31 Wednesday 1	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 th Floor Commission Chambers
	<i>Wednesday 1 & Thursday 2</i>	<i>FAC New Commissioner Workshop</i>	<i>Seminar for Newly Elected Commissioners Alachua County; Gainesville, FL</i>
	<i>Thursday 2 & Friday 3</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Seminar 2 of 3 Alachua County; Gainesville, FL</i>
	Tuesday 7	12:00 – 1:30 p.m.	Workshop on the Impact of the Passage of the Medical Marijuana Amendment
		1:30 – 3:00 p.m.	Workshop on the Tourism & Cultural Grant Funding Efforts
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider Proposed Ordinance Amending Chapter 2, Article III, Division 3 of the Leon County Code of Laws Regarding the Housing Finance Authority
		6:00 p.m.	First & Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending Official Zoning Map to change Zoning Classification from Office Residential (OR-2) Zoning District to Commercial Pkwy (CP) Zoning District

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
February 2017 (cont.)	Tuesday 21	1:00 p.m. Cancelled	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 21	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	<i>Saturday 25 – Wed., March 1</i>	<i>NACO Legislative Conference</i>	<i>Washington, DC</i>
March 2017	Tuesday 7	1:30 – 2:45 p.m.	Joint City/County Workshop on Cycle 2017 Comprehensive Plan Amendments City Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & only Public Hearing to consider an Ordinance amending Chapter 5, 6, 10, and 14 to streamline the Nuisance Abatement Process, reorganize & rename Chapter 14, and make consistent with Florida Law
		6:00 p.m.	First of Two Public Hearings to Consider Proposed Amendments to Chapter 10 Article VI, Division 8, Entitled “Supplementary Regulations for Specific Uses” to Add a New Section 10-6.819, Entitled “Medical Marijuana Dispensing Facilities”
	Tuesday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 23	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 28	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 th Floor Commission Chambers
April 2017	Tuesday 4	1:30 - 3:00 p.m.	Workshop on Establishing the Citizens Charter Review Committee
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2017 Comprehensive Plan Amendments City Commission Chambers
	<i>Wednesday 5</i>	<i>FAC Legislative Day</i>	<i>FSU Turnbull Conference Center Tallahassee, FL</i>
	Tuesday 11	8:30 a.m.	Community Roundtable Discussion on Federal Funding for Nonprofit Human Services County Courthouse, 5 th Floor Commission Chambers
	Tuesday 18	9:00 a.m. — 11:00 a.m. Cancelled	Capital Region Transportation Planning Agency Workshop / Retreat; TBD
	Tuesday 25	9:00 a.m. – 3:00 p.m.	Budget Policy Workshop
		3:00 p.m. Cancelled	Regular Meeting County Courthouse, 5th Floor Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
April 2017 (cont.)	<i>Thursday 27 & Friday 28</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Seminar 3 of 3: Alachua County; Gainesville, FL</i>
May 2017	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing on a Proposed Ordinance Amending Official Zoning Map to change Zoning Classification from Office Residential (OR-2) Zoning District to Commercial Pkwy (CP) Zoning
		6:00 p.m.	First of Two Public Hearings on a Development Agreement between Leon County and Edward M. Mitchell, Jr.
		6:00 p.m.	Second and Final Public Hearing to Adopt a Proposed Ordinance Amending Chapter 10 Article VI, to Add a New Section Entitled "Medical Marijuana Dispensing Facilities"
	Tuesday 16	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 th Floor Commission Chambers
		1:00 p.m. <u>Cancelled</u>	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2017 Comprehensive Plan Amendments <u>City Commission Chambers</u>
		6:00 p.m.	First & Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District (Tallahassee Utilities) <u>City Commission Chambers</u>
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 29	Offices Closed	MEMORIAL DAY
June 2017	Tuesday 20 <u>Tuesday 13</u>	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 20 Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 13 20	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		<u>6:00 p.m.</u>	<u>Second Public Hearing to Consider Proposed Development Agreement for Fords Arm South Water Quality Improvement Project</u>
	Tuesday 20	<u>6:00 p.m.</u>	<u>First & only Public Hearing authorizing the Florida Public Service Commission to regulate private water and wastewater utilities</u>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
June 2017 (cont.)	Tuesday 27	No Meeting	NO MEETING
	<i>Tuesday 27 - Friday 30</i>	<i>FAC Annual Conference & Educational Exposition</i>	<i>Palm Beach County West Palm Beach, FL</i>
July 2017	Tuesday 4	Offices Closed	JULY 4TH HOLIDAY OBSERVED
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Thursday 13	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<i>Friday 21 - Tuesday 24</i>	<i>NACo Annual Conference</i>	<i>Franklin County Columbus, OH</i>
	Tuesday 25	No Meeting	BOARD RECESS
	<i>Wednesday 26 – Saturday 29</i>	<i>National Urban League Annual Conference</i>	<i>St. Louis, MO</i>
August 2017	Tuesday 8	No Meeting	BOARD RECESS
	<i>Thursday 10 - Sunday 13</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Amelia Island, FL</i>
	Tuesday 22	No Meeting	BOARD RECESS
September 2017	Monday 4	Offices Closed	LABOR DAY HOLIDAY
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 17/18*
	<i>Wednesday 13- Thursday 14</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>Central Florida - TBD</i>
	Tuesday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		5:00 – 9:00 p.m.	Blueprint Intergovernmental Agency Meeting & Public Hearing, City Commission Chambers
	<i>TBD (typically mid- September)</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	Tuesday 26	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Public Hearing on Adoption of Millage Rates and Budgets for FY 17/18*
	Thursday 28	4:00 p.m.	Community Redevelopment Agency Meeting & Public Hearing at 6 p.m., City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<i>* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.</i>			
October 2017	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 17	9:00 a.m. - 11:00 a.m.	Capital Region Transportation Planning Agency Retreat / Workshop; TBD
	<i>Sunday 22 - Wednesday 25</i>	<i>ICMA Annual Conference</i>	<i>Bexar County San Antonio, Texas</i>
	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
November 2017	Thursday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Friday 10	Offices Closed	VETERAN'S DAY OBSERVED
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	<i>Wednesday 15 - Friday 17</i>	<i>FAC Legislative Conference</i>	<i>Sarasota County Sarasota, FL</i>
	Tuesday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 23	Offices Closed	THANKSGIVING DAY
	Friday 24	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
December 2017	Tuesday 5	3:00 - 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Monday 11	9:00 a.m. - 4:00 p.m.	Board Retreat TBD
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 25	Offices Closed	CHRISTMAS DAY OBSERVED
	Tuesday 26	No Meeting	BOARD RECESS
January 2018	Monday 1	Offices Closed	
	Tuesday 9	No Meeting	Board Recess
	Tuesday 23	3:00 p.m.	Regular Meeting

Citizen Committees, Boards, and Authorities
2017 Expirations and Vacancies

www.leoncountyfl.gov/committees/list.asp

VACANCIES

Advisory Committee for Quality Growth

Board of County Commissioners (15 appointments)

CareerSource Capital Region Board

Board of County Commissioners (1 appointment)

Value Adjustment Board

Board of County Commissioners (1 appointment)

UPCOMING EXPIRATIONS

JUNE 30, 2017

Board of Adjustment and Appeals

Board of County Commissioners (2 appointments)

CareerSource Capital Region

Board of County Commissioners (1 appointment)

Planning Commission

Board of County Commissioners (1 appointment)

JULY 31, 2017

Water Resources Committee

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

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

AUGUST 31, 2017

Code Enforcement Board

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

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

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

SEPTEMBER 30, 2017

Animal Shelter Advisory Board

Board of County Commissioners (3 appointments)

SEPTEMBER 30, 2017 (cont.)

Community Development Block Grant Citizen's Task Force

- Board of County Commissioners (2 appointments)
- Commissioner - At-large II: Maddox, Nick (1 appointment)
- Commissioner - District I: Proctor, Bill (1 appointment)
- Commissioner - District III: Dailey, John (1 appointment)

Council on Culture & Arts

- Board of County Commissioners (2 appointments)

Housing Finance Authority of Leon County

- Commissioner - At-large II: Maddox, Nick (1 appointment)
- Commissioner - District I: Proctor, Bill (1 appointment)
- Commissioner - District III: Dailey, John (1 appointment)

Tallahassee-Leon County Commission on the Status of Women & Girls

- Board of County Commissioners (3 appointments)
- Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
- Commissioner - At-large II: Maddox, Nick (1 appointment)
- Commissioner - District II: Jackson, Jimbo (1 appointment)
- Commissioner - District IV: Desloge, Bryan (1 appointment)

OCTOBER 31, 2017

Tourist Development Council

- Board of County Commissioners (1 appointment)

**Leon County
Board of County Commissioners**


Notes for Agenda Item #1

Leon County Board of County Commissioners

Agenda Item #1

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Minutes: February 7, 2017 Workshop on Tourism and Cultural Grant Funding Efforts, March 7, 2017 Joint City/County Workshop on 2017 Cycle Comprehensive Plan Amendments, April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee and April 4, 2017 Regular Meeting

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

Statement of Issue:

This agenda item seeks Board review and approval of the following minutes: February 7, 2017 Workshop on Tourism and Cultural Grant funding Efforts, March 7, 2017 Joint City/County Workshop on 2017 Cycle Comprehensive Plan Amendments, April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee and April 4, 2017 Regular Meeting

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the February 7, 2017 Workshop on Tourism and Cultural Grant funding Efforts, March 7, 2017 Joint City/County Workshop on 2017 Cycle Comprehensive Plan Amendments, April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee and April 4, 2017 Regular Meeting.

Attachments:

1. February 7, 2017 Workshop on Tourism and Cultural Grant funding Efforts
2. March 7, 2017 Joint City/County Workshop on 2017 Cycle Comprehensive Plan Amendments
3. April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee
4. April 4, 2017 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
WORKSHOP
Tourism and Cultural Grant
Funding Efforts
February 7, 2017**

The Leon County Board of County Commissioners met for a Workshop on Tourism and Cultural Grant Funding Efforts on Tuesday, February 7, 2017 at 1:00 p.m.

Present were Chairman John Dailey, Vice Chairman Nick Maddox and Commissioners Bill Proctor, Mary Ann Lindley, Jimbo Jackson, and Kristen Dozier. Commissioner Bryan Desloge participated via teleconference. Also present were County Administrator Vincent Long, County Attorney Herb Thiele and Board Secretary Rebecca Vause.

Facilitator(s): Ken Morris, Assistant County Administrator
Kerri Post, Director, Tourism Development
Brian Hickey, Sr. Sports Manager, Tourism Development
Chris Holley, Assistant to the Director

Chairman Dailey convened the Board at 1:00 p.m. and invited Mr. Morris to begin staff's presentation.

Mr. Morris conveyed that the Board had at its September 13, 2016 meeting requested a workshop on the Tourism Development Division's process for funding events in the community with Tourist Development Tax (TDT) funds. He introduced Ms. Post who provided a comprehensive review of the Tourism Division's event funding programs, processes, including programs supported by the TDT through the cultural grant programs administered by the Council on Culture and Arts (COCA), and highlighted recent actions taken by both the City of Tallahassee and Community Redevelopment Agency (CRA) related to event funding.

Board Discussion:

Commissioner Proctor discussed his angst about hotels raising room rates during FAMU and FSU sporting events and graduations. He asked Ms. Post if there was anything her office could do to help alleviate this situation. Ms. Post responded that she was aware of these complaints; however, TDC had no control or influence over what properties charge. She continued that room rates are "market driven" and hoped that the opening of additional properties would have a positive impact on hotel rates. Commissioner Proctor suggested that this practice places a blemish on the County and stated that he was disinterested in incentivizing hoteliers who hike prices during events.

Commissioner Proctor asked the status of the monies that had been raised for a performing arts center (PAC). Mr. Morris explained that when it became apparent that the PAC would not come to fruition, the County, City and Community Redevelopment Agency (CRA) entered into an Interlocal Agreement whereby the money (\$5 million, plus accrued interest) was set aside for future discussion. He added that the money cannot be spent without Board approval however; discussions on the expenditure of funds would begin at the CRA level as the Interlocal Agreement stipulates that the funds be spent within the CRA. Commissioner Proctor remarked that he was unhappy with CRA spending and submitted that the money be segregated from the CRA. He submitted that the funds were intended for public purposes and should convert back to the County Commission for a new conversation on how those funds should be utilized.

Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Options 1 & 2: 1) Accept the status report on Tourism and Cultural grant funding, and 2) Approve the modifications to the Tourism grant programs as recommended by the Tourist Development Council.

At the request of Commissioner Maddox, Roxanne Manning, CRA Executive Director, responded to Commissioner Proctor's comments. Ms. Manning explained that the funds are governed by State Statute 125. She conveyed that the statute stipulates that the monies must to be utilized in a very public way, i.e., to build on public property and thus could not be sent to a private developer. She announced that staff would bring to the next CRA Board meeting a complete agenda item outlining possibilities for consideration. She noted that the City, County and CRA Board had to approve any expenditure of the funds. Commissioner Proctor ascertained from Ms. Manning that the PAC funds are not CRA generated money, but a result of a one-cent bed tax. Commissioner Proctor opined that these funds should not be under the auspices of the CRA, but under the jurisdiction of the County and City.

Commissioner Dozier expressed appreciation for the collaborative effort and voiced her support for granting of events as the return on investment continues to grow year after year. She dialogued at length with Ms. Post on the requirement of 1,500 room nights for Signature Event funding, referring specifically to the LeMoyne Chain of Parks Art Festival. (Commissioner Dozier stated for the record that while she has family on the LeMoyne Board, she in no way benefits from the organization.) She spoke on the success and growth of the event (\$1.1 million in economic impact last reported) and suggested that were it not for the room requirement, the art festival could be eligible for Signature Event funding. Commissioner Dozier inquired if there were events that met the threshold of 1,500 rooms. Ms. Post remarked that under program guidelines organizations would have three years to meet the 1,500 room threshold and proffered that LeMoyne with proper marketing could get over the 1,500 room requirement. Ms. Post also added that Springtime Tallahassee, Market Days and Red Hills Horse Trials all achieve the room threshold.

Commissioner Dozier noted that the LeMoyne Chain of Parks Art Festival for many years has been ranked as one of the top 100 art festivals nationally and asked why there was no PR budgeted for a nationally ranked event. Ms. Post responded that LeMoyne was included in a full page advertisement for local events in publications such as Southern Living and others.

After much discussion on the new guidelines for special event funding (room requirement) and it affects those organizations who currently receive funding and those on the cusp of reaching the 1,500 criteria. **Commissioner Dozier offered a friendly amendment to ask staff to bring back recommendations on how to assist organizations on the cusp of reaching the threshold or if the threshold should be adjusted by the Board. The friendly amendment was accepted by Commissioner Maddox.**

Commissioner Desloge indicated that he too had heard the same complaints as Commissioner Proctor regarding the escalation of hotel room rates and asked that staff continue to monitor this situation. He commented that signature events should be provided the flexibility needed to succeed and the County's financial support should be a catalyst and not indefinite.

Commissioner Dozier recalled the funding request from Goodwood for their recent fund raiser "Goodwood Jams" and how this type of event varies from a public event such as the LeMoyne Chain of Parks Art or Word of South events. She asked staff to consider the definition of fund raising events and how that pertains to them competing for grant funding.

Commissioner Proctor offered that there needs to be a funding threshold whereby the County's name would be displayed at events being provided taxpayer monies. He indicated that he would like to see a review of how other communities manage this type of investment and what expectancies accompany the funding. Commissioner Proctor reiterated his previous concerns regarding CRA oversight of the PAC monies as these are not funds generated under the CRA and opined that control of the money should be returned to the County.

Commissioner Lindley confirmed that the TDC has scheduled a number of workshops during the month of May to provide information to and assist local organizations on the grant process. Commissioner Lindley also spoke to Commissioner Proctor's concerns regarding price gouging and asked about the promotion of Airbnb's and other lodging options on the TDC website. Mr. Morris reminded the Board that this is a sensitive area as some of the B&B and Airbnb's do not collect and remit bed taxes.

The motion, as amended, carried 7-0.

Adjourn:

There being no further business to come before the Board, the workshop was adjourned at 2:20 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____

John E. Dailey, Chairman
Board of County Commissioners

BY: _____

Gwendolyn Marshall, Clerk of Court
& Comptroller, Leon County, Florida

**JOINT CITY/COUNTY WORKSHOP MEETING
2017 CYCLE COMPREHENSIVE PLAN AMENDMENTS
CITY COMMISSION CHAMBERS
March 7, 2017**

The City and County Commissions met in joint workshop session on March 7, 2017, in the City Hall Commission Chambers with City Commissioners Gillum, Ziffer, Richardson, and Miller present; and County Commissioners Dailey, N. Maddox, Dozier, Proctor, Lindley, Desloge, and Jackson present. Also present were City Manager Fernandez, County Administrator Long, members of City and County staffs, and members of the public. City Commissioner Scott Maddox was absent.

Mayor Gillum called the meeting to order at 1:38 p.m.

Mayor Gillum welcomed all to the Tallahassee City Commission and Leon County Commission joint workshop meeting regarding the 2017 Cycle Comprehensive Plan Amendments. Mayor Gillum noted a County Commission meeting scheduled for 3:00 p.m. and declared that every effort would be made to keep today's workshop meeting on schedule.

**REVIEW OF PROPOSED
CYCLE 2017 COMPREHENSIVE PLAN AMENDMENTS**

Mr. Barry Wilcox, Division Manager, Tallahassee-Leon County Planning Department, indicated the intent of today's workshop was to provide an opportunity for Commissioners to review the amendments and request any additional information from staff prior to the transmittal public hearing scheduled for April 4, 2017 and the subsequent adoption public hearing scheduled for May 23, 2017.

Mr. Wilcox reported that there were a total of seven map amendments (four privately initiated and three publicly initiated), of which three were located within the County and four within the City. Mr. Wilcox noted that there were no text amendments for this cycle, and that Item PCM201706, an amendment to the future land use map with regards to the Parks & Rec administrative offices, had been withdrawn.

Mr. Wilcox provided a thorough review of the following amendments:

PCM201703: Arrowhead Drive

Applicant: City of Tallahassee

Arrowhead Estates, north of Bannerman Road and west of Bull Headley Road

Map Amendment: The proposed amendment would change the Future Land Use Map (FLUM) designation of the subject site from Government Operational (GO) to Residential Preservation (RP) and Urban Fringe with Residential Preservation Overlay (UF-RPO), consistent with the surrounding properties. The GO designation is intended for property owned by a governmental entity and allows community services, heavy infrastructure, police and fire stations, electric generating facilities, postal facilities, and government offices. The RP designation would allow single family houses, townhouses, and cluster housing development within a range up to six dwelling units per acre. The UR-RPO designation would allow residential development up to one unit per three acres.

Staff Recommendation: Adoption.

Rezoning Application: No zoning change is needed to implement the proposed map amendment.

Mr. Wilcox reported that the subject site previously served as a municipal water well site operated by the City of Tallahassee. Mr. Wilcox indicated, since the water well was no longer in operation and was no longer owned by the City, the site no longer met the criteria for the Government Operational land

use and that it was necessary to change the site's land use designation so the current property owner could build a single-family residential structure.

Mr. Wilcox advised he was available to answer any questions concerning Item PCM201703. There were no questions.

PCM201704: City of Tallahassee Electric

Applicant: City of Tallahassee

Utilities operations site north of Blountstown Highway and east of Geddie Road

Map Amendment: The proposed amendment would change the Future Land Use Map (FLUM) designation of the subject site from Urban Residential-2 (UR-2) to Government Operational (GO). The UR-2 designation allows single family homes, townhouses, duplexes, and apartments at a maximum density of 20 units per acre. The GO designation allows community services, heavy infrastructure, police and fire stations, electric generating facilities, postal facilities, and government offices.

Staff Recommendation: Adoption.

Rezoning Application: A zoning change from R-1 Single Family Detached Residential district to M-1 Light Industrial is being requested to implement the proposed amendment.

Mr. Wilcox reported The City of Tallahassee's Electric Utilities Division requested that the Planning Department initiate this amendment to change the land use designation for the 1.68-acre parcel adjacent to other city-owned property immediately south of the Arvah B. Hopkins Electric Generating Station. Mr. Wilcox stated the proposed land use change was intended to recognize the public ownership of the site and allow for the future development of electric generating facilities.

Mr. Wilcox advised he was available to answer any questions concerning Item PCM201704. There were no questions.

PCM201707: Thomas Park Subdivision

Applicant: Leon County

Southeastern corner of the intersection of Old St. Augustine Road and Capital Circle SE

Map Amendment: The proposed amendment would change the Future Land Use Map (FLUM) designation of the subject site from Urban Residential-2 (UR-2) to Suburban (SUB). The UR-2 designation allows single family homes, townhouses, duplexes, and apartments at a maximum density of 20 units per acre. The Suburban designation allows for a mix of uses, including office, commercial and residential housing up to twenty (20) units per acre.

Staff Recommendation: Adoption.

Rezoning Application: No zoning change is needed to implement the proposed map amendment.

Mr. Wilcox reported this amendment was initiated by the Tallahassee-Leon County Planning Department to correct an inconsistency that resulted during the Comprehensive Plan Reform project in 2006. Mr. Wilcox advised he was available to answer any questions concerning Item PCM201707. There were no questions.

PCM201701: Southside Sand Pit

Applicant: AG Sandy Properties, LLC; Sandco Inc.

South of Capital Circle SW and north of Lake Munson

Map Amendment: The proposed amendment would change the Future Land Use Map (FLUM) designation of the subject site from Urban Residential-2 (UR-2) to Suburban (SUB). The UR-2

designation allows single family homes, townhouses, duplexes, and apartments at a maximum density of 20 units per acre. The SUB designation allows a mix of residential building types with a maximum density of 20 units per acre, commercial, office, community services, passive and active recreation, light industrial, and light infrastructure.

Staff Recommendation: Adoption contingent upon staff's recommended modifications (see *Analysis and Recommendations* section of this staff report for modification).

Rezoning Application: A zoning change from R-1 Single Family Detached district and R-2 Single Family Detached Residential district to M-1 Light Industrial is being requested to implement the proposed amendment.

Mr. Wilcox reported that the applicant initiated this amendment because of a mining violation, and that the proposed land use change and rezoning was intended to correct and/or resolve a non-conformance of allowable use on the property. Mr. Wilcox stated, based on the analysis of existing conditions and impacts from the proposed amendment, staff recommends approval of the requested land use amendment and rezoning for the active portion of the subject site only, as well as the undeveloped floodplain area immediately south of the active mining area. Mr. Wilcox added that staff also recommends leaving the unmined portion in the northwest corner of the site in its current land use and zoning designations, and, changing the existing land use and zoning designations for the adjacent convenience store and gasoline station from RP to Suburban with Commercial – 2 zoning. Mr. Wilcox indicated this proposed change would remove the nonconforming designation on the existing sand mine and would eliminate the access inconsistency created by the proposed zoning for the active area of the sand mine. Mr. Wilcox pointed out that this proposed change was also consistent with 13 additional properties fronting Capital Circle immediately east of said parcel.

Mr. Wilcox advised that he, along with Mr. Steve Palmer with Growth Management, were both available to answer any questions concerning Item PCM201701. Discussion ensued with regards to the following: Commissioner Richardson's inquiry regarding the buffer around said site; Commissioner Proctor's inquiry regarding public safety (perimeter fencing and signage) requirements; Commissioner Dozier's inquiry regarding any future impact of the requested rezoning; and, Commissioner Jackson's inquiry regarding the owner's responsibility for stormwater treatment of said property.

Mr. Palmer confirmed, if the proposed amendment were approved, that the owner would be asked to re-permit and meet today's code; however, because of the existing legally established non-conformance of allowable use on said property, there would be no requirement for the owner to do so.

Commissioner Proctor requested that the Commissions, prior to the public hearing scheduled on April 4, be provided an explanation regarding why the Local Planning Agency (LPA) denied staff's modified amendment.

PCM201705: Amelia Circle

Applicant: Tesfa Haile

North of West Tennessee Street, and on Amelia Circle

Map Amendment: This is a request to change the Future Land Use Map (FLUM) designation of seven parcels in the White Acres Addition Subdivision from Residential Preservation to Suburban. The Residential Preservation FLUM designation allows for single-family houses, townhomes, and duplexes at a maximum density of six (6) units per acre. The Suburban FLUM designation allows for a mix of uses, including office, commercial and residential housing up to twenty (20) units per acre.

Rezoning Application: A zoning change from Residential Preservation-1 (RP-1) to Office Residential-1 (OR-1) is being requested to implement the proposed amendment.

Staff Recommendation: Denial.

Mr. Wilcox reported the applicant states that the subject site is adjacent to U.S. Highway 90 (West Tennessee Street) and is “very unsuitable for residential.” Mr. Wilcox stated that staff finds the proposed amendment and rezoning to be inconsistent with the Comprehensive Plan and recommends, along with the Local Planning Agency (LPA), denial of the amendment. Mr. Wilcox advised he was available to answer any questions concerning Item PCM201705.

Discussion ensued. Commissioner Dozier stated that she agreed with the recommendation of the Planning staff, and of the LPA, to deny the amendment. Commissioner Proctor stated that he could not fathom a parcel of property along West Tennessee Street that was not of a “commercial ilk” and stated, if a vote were taken today, that he could not support staff’s recommendation. **Commissioner Proctor requested a site visit prior to voting on said amendment.** Commissioner Ziffer inquired regarding stormwater control on such a small commercial site. Commissioner Desloge stated that he lived in a home located on one of the seven parcels while attending FSU and distinctly remembered the traffic challenges. Commissioner Desloge stated he could not imagine any scenario that would allow a business to operate on said parcel, and, that he believed staff’s recommendation was appropriate. Commissioner Richardson inquired if other businesses were located in the vicinity. Commissioner Ziffer questioned, with the elimination of the City’s Business Tax, how a business being operated on a parcel that was zoned residential would be identified. Mr. Steve Palmer, Growth Management, responded that regulation is now complaint driven, or, through the city’s building inspection department when a change of use is requested.

PCT201708: Old Willis Dairy

Applicant: Frank Willis
1609 Centerville Road

Map Amendment: The proposed amendment would change the Future Land Use Map (FLUM) designation of the subject site from Residential Preservation (RP) to Suburban (SUB). The Residential Preservation FLUM designation allows for single-family houses, townhomes, and duplexes at a maximum density of six (6) units per acre. The Suburban FLUM designation allows for a mix of uses, including office, commercial and residential housing up to twenty (20) units per acre.

Rezoning Application: A zoning change from Residential Preservation-1 (RP-1) and Residential Preservation-2 (RP-2) to Office Residential-2 (OR-2) is being requested to implement the proposed amendment.

Staff Recommendation: Adoption.

Mr. Wilcox reported that the owner of Old Willis Dairy received a Voluntary Compliance Notice from Growth Management regarding the assembly use of the property located at 1609 Centerville Road (Old Willis Dairy), and that the required correction was either to cease use, or, go through a change of use and rezoning. Mr. Wilcox stated that this proposed amendment would change the Future Land Use Map and implement zoning to allow assembly uses on the property. Mr. Wilcox noted the property owner indicated that he did not intend to develop the site at a higher density, and, that he had applied to have the Old Willis Dairy added to the Tallahassee-Leon County Register of Historic Places and said site is currently recommended for approval to the Architecture Review Board (ARB). Mr. Wilcox advised he was available to answer any questions concerning Item PCT201708.

Discussion ensued. Commissioner Lindley expressed concern regarding spillover parking in the nearby residential areas. Commissioner Ziffer concurred. Commissioner Miller inquired regarding the parking accommodations for said site. Commissioner Miller inquired regarding how facilities located within areas that have been rezoned are regulated, and, Commissioner Proctor inquired with regards to “grandfathering.” Commissioner Dozier agreed that historic sites such as the Old Willis Dairy and the

Women's Club have challenges, but, voiced her opinion that it was in the community's interest to preserve these historic buildings.

PCM201702: Killearn Country Club

Applicant: Barton N. Tuck Jr.

Killearn Golf and Country Club (a portion of) located south of Shamrock Road North and east of Tyron Pass

Map Amendment: This is a request to change the Future Land Use Map (FLUM) designation of five areas of the Killearn Golf and Country Club from Recreation/Open Space to Urban Residential and Residential Preservation. The combined area to be changed is approximately 40.9 acres. The applicant has stated that he is requesting this amendment to help finance improvements to Killearn Golf and Country Club.

The current Recreation/Open Space FLUM allows for active or passive recreational facilities, golf courses, historic sites, forests, cemeteries, or wildlife management areas. The proposed FLUM categories of Residential Preservation and Urban Residential would allow for a mix of residential housing types. The Residential Preservation category would allow for single-family houses, townhomes, and duplexes at a maximum density of 6 (six) units per acre. The proposed Urban Residential designation would allow single-family houses, townhomes, and multi-family dwellings at a maximum density of 10 (ten) units per acre.

Rezoning Application: Zoning changes from Residential Preservation-1 (RP-1) and Residential Preservation-2 (RP-2) to Single, Two-Family & Multi Family Residential (R-4) on the Urban Residential site (site E) is being requested to implement the proposed amendment. No zoning change is needed to implement the proposed map amendment to Residential Preservation for sites since the current zoning of Residential Preservation -1 (RP-1) is consistent with the proposed FLUM.

Staff Recommendation: Adoption with expansion.

Mr. Wilcox reported the applicant is seeking this amendment in order to sell portions of the North Course (located generally south of Shamrock Road North) to a residential developer to assist in the financing of improvements to Killearn Golf and Country Club in the Killearn Estates subdivision. Mr. Wilcox indicated that the subject areas total approximately 40.9 acres and are currently a part of the 267-acre Killearn Golf and Country Club parcel. Mr. Wilcox added that the proposed amendment would change the FLUM designation of the subject areas to Urban Residential (site E) and Residential Preservation (sites A, B, C, and D).

Mr. Wilcox distributed to the Commissions an article published in *Planning* magazine entitled "Goodbye, Golf?" penned by Ms. Debbie Sullivan Reslock, regarding the fate of golf in the United States. Mr. Wilcox began to reference statistics in said article. Commissioner Ziffer expressed his belief that the statistics reported in said article were not relevant to the discussion regarding the proposed amendment. Moving forward, Mr. Wilcox stated that the proposed amendment was consistent with the Comprehensive Plan and that staff's recommendation was to adopt and expand the proposed land use amendment and rezoning to include non-conforming areas (subdivisions exceeding allowable densities) adjacent to the subject site. Mr. Wilcox advised he was available to answer any questions concerning Item PCM201702.

Commissioner Dozier requested additional information regarding the distinction between Residential Preservation-1 and Residential Preservation-2 zoning, and, traffic impacts to said area, be provided to the Commissions prior to the public hearing scheduled on April 4.

Commissioner Dozier agreed with Commissioner Ziffer's earlier comments and expressed her opinion that the report presented by staff read like staff was "really trying to justify" this amendment. Mr. Wilcox acknowledged that staff's report read very differently before advancing to the LPA, and further

explained that staff was asked many questions by the LPA and, afterwards, the report was amended to address the questions presented by the LPA.

Commissioner Desloge expressed his opinion that the amendment was not perfect, but was awfully close. Commissioner Desloge stated that he believed he could support the amendment.

Commissioner Proctor requested that the Commissions be provided, prior to the public hearing scheduled on April 4, the Local Planning Agency's (LPA) reasons for denial of said amendment.

Commissioner Ziffer inquired, in the event the amendment was adopted with expansion areas as recommended by staff, if there was a way to memorialize exactly what was being proposed so some protection could be offered those homeowners that clearly had, in his opinion, justifiable concerns. Discussion ensued.

With the 3 o'clock hour approaching, Mayor Gillum noted the County Commission meeting scheduled for 3 p.m.

Regarding agendas for the transmittal public hearing scheduled on April 4, and the subsequent adoption public hearing scheduled on May 23, Commissioner Dozier suggested that it would be helpful if the agendas indicated which governing body was to vote on each individual item so as to provide clarity for the public.

County Commissioners Dailey, N. Maddox, Proctor, Dozier, Lindley, Desloge and Jackson departed the Commission Chambers at 2:45 p.m. and did not return.

Continuing with the discussion, Commissioner Miller concurred with Commissioner Ziffer's earlier comments, and advised that she had hoped for a planned unit development (PUD) agreement for the project so there would be a review process because of the homeowners that would be "massively" affected by this amendment. Commissioner Miller urged staff to encourage the use of PUDs when future infill zoning changes were requested. **Commissioner Miller requested additional information concerning traffic impact and safety concerns, and, information regarding the LPA's denial of said amendment.**

Commissioner Richardson agreed with the comments made by Commissioners Ziffer and Miller, and inquired if mediation was continuing with the Killearn Homes Association. Mr. Wilcox responded that the homeowner's association did speak for some of the community; however, there were portions of the community that the Association did not speak for and that mediation with the Association was not mediation with the entire community.

Commissioner Richardson inquired regarding Killearn Homes Association's voting threshold for approving covenants and restrictions. Mr. David Ferguson, Killearn Homes Association Board member, responded that the voting threshold was a majority vote. Mr. Ferguson confirmed that a majority vote of all voting units was needed before there could be any change to the covenants.

Mayor Gillum closed by announcing that the Commissions would meet on April 4, 2017 for the joint transmittal public hearing, and again on May 23, 2017 for the joint adoption public hearing, in the City Commission Chambers of City Hall.

ADJOURNMENT

There being no further business to discuss, the workshop adjourned at 3:01 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____

John E. Dailey, Chairman
Board of County Commissioners

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

DRAFT

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
WORKSHOP
Establishment of a
Citizen Charter Review Committee
April 4, 2017**

The Leon County Board of County Commissioners met for a Workshop on the Establishment of a Citizen Charter Review Committee (CRCC) on Tuesday, April 4, 2017 at 1:30 p.m.

Present were Chairman John Dailey, Vice Chairman Nick Maddox and Commissioners Mary Ann Lindley, Bryan Desloge and Kristen Dozier. Commissioners Bill Proctor and Jimbo Jackson were absent. Also attending was Board Secretary Rebecca Vause.

Facilitator(s): Vince Long, County Administrator
Herb Thiele, County Attorney

County Administrator Long and County Attorney Thiele provided an overview of the topics to be discussed at the workshop. Highlights of the presentation included:

- Charter Background (Home Rule Charter adopted in November 2002. The first review of the Charter was conducted in 2009/2010 and resulted in six amendments being placed on the 2010 general election ballot.)
- An overview of the definition of “Home Rule Charter” and benefits;
- Other Florida Charter Counties (20 are currently charter counties, which represents 75% of the state’s population).
- Leon County Charter: outlines the roles and responsibilities of the County’s constitutional officers; relationship with its municipalities, and provides for a separate executive and legislative branch under the council-manager form of government.
- The Charter allows for three ways to propose amendments – 1) citizen petition; 2) Board of County Commissioners, and 3) CRCC.

Mr. Long outlined the proposed structure/composition of the CRCC, along with a timeline, proposed meeting schedule and a recommendation for County staff to provide support to the CRCC. He proposed that the CRCC convene in November 2017 for a period of no more than 120 days, whereby at that time the CRCC will propose its recommended amendments or revisions to the Board for placement on the 2018 general election ballot. County Attorney Thiele added that the CRCC is a decision-making body whose meetings will be governed by the State’s Sunshine Laws and Section 286.011, F.S.

The Board was offered a list of policy issues for consideration; however, staff emphasized that it was not an exhaustive list, nor should it be construed as recommended policy that the Board may wish to charge the CRCC with considering::

- Commission Structure/Districting
- Charter Review Committee and Board Public Hearing Deadlines
- Charter Officers/Constitutional Officer
- Campaign Finance

Board Discussion

Commissioner Lindley noted that when CRCC was last convened, it included 15 members, and asked why staff was now recommending 14 members. County Administrator Long responded that the number of members and composition of the CRCC was entirely the prerogative of the Board. Commissioner Lindley ascertained from County Attorney Thiele that there are, at this time, no legislatively proposed changes that would affect Leon County being a charter county

or its ability to manage as a charter county. In addition, Mr. Thiele discussed the importance of the CRCC by-laws or guidelines on how it would function.

Commissioner Dozier learned that the City is on a different timeline for review of its Charter. She too mentioned the number of members on the CRCC and recollected that the last review included a college representative. She indicated that while she was fine with 14, was open to discussion should the Board wish to add another member.

Commissioner Dozier initiated discussion regarding the nomination/appointment process for potential applicants and established with Mr. Long that the County's nomination/appointment process would be utilized. She mentioned that while she was sensitive to commissioners being allowed to make their own choices without much restriction, remarked on the need for diversity among CRCC members. County Attorney Thiele, in response to Commissioner Lindley's inquiry about individual commissioners sharing potential nominations with other members of the Board, advised that an e-mail or memo could be distributed unilaterally on potential nominees. Commissioner Desloge suggested that this could be an item for discussion on the Board's September agenda, with Commissioner Dozier adding that discussions regarding potential recommendations for the CRCC consideration could also be done at that time. Mr. Long indicated that a list of eligible applicants would be provided in the agenda item, including individuals that commissioners have individually reached out to and the general public.

Commissioner Desloge was somewhat concerned about the even number of members and asked about building in some sort of mechanism in case of a tied vote. Chairman Dailey suggested that the Board consider adding the 15th member as a full board appointment. Commissioner Desloge proposed that efforts be made to publicize that applications are being sought for citizen appointment to the CRCC and through that process, and those individuals that are sought out by individual commissioners, the diversity on the CRCC that is desired by the Board could be achieved.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Options 1, 2, 3, & 4: 1) Direct staff to prepare an agenda item for the Board's October 10, 2017 meeting for the appointment of a 14-member Citizen Charter Review Committee (two appointments per commissioner) and consideration of preliminary committee by-laws; 2) Convene the Citizen Charter Review Committee on November 9, 2017 for a period of no more than 120 days to review the Leon County Charter and propose recommended amendments or revisions to the Board of County Commissioner for placement on the 2018 general election ballot; 3) Establish the meetings of the Citizen Charter Review Committee weekly on Thursdays and direct staff to broadcast Citizen Charter Review Committee meetings on the County's Comcast Channel and the County website, and 4) Utilize County staff to provide staff support to the Citizen Charter Review Committee.

Commissioner Dozier agreed with the proposed application process; however, suggested that the deadline for applications be shorted and a preliminary list of names be provided to Commissioners by the end of August 2017. Chairman Dailey stated that he did not want the shortened deadline for citizens to apply for the CRCC to preclude Commissioners from considering a particular nominee from consideration that may submit their application later in the process.

Commissioner Desloge amended his motion to direct staff to provide the Board a preliminary list of applicants by August 30, 2017.

Commissioner Dozier offered that the Citizen Engagement Series would be an appropriate forum to publicize the CRCC process and seek public interest.

The motion, as amended, carried 5-0 (Commissioners Proctor and Jackson absent).

Adjourn:

There being no further business to come before the Board, the workshop was adjourned at 2:15 p.m.

LEON COUNTY, FLORIDA

ATTEST:

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

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

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
April 4, 2017**

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Pastor Quincy Griffin, Family Worship and Praise Center. Vice-Chairman Maddox then led the Pledge of Allegiance.

AWARDS AND PRESENTATIONS

- MOVED TO APRIL 25TH – Proclamation Recognizing the Accomplishments of Nims Middle School's Sole Cheerleader, Tianiya Hall-Scales.
- MOVED TO APRIL 25TH – Proclamation Recognizing the Accomplishments of the FAMU Development Research School Girls' Basketball Team
- Commissioner Bryan Desloge presented a Proclamation recognizing April 4, 2017 as National Service Recognition Day. The Proclamation was accepted by Geri Bush, Leon County's Volunteer Coordinator, who thanked the Board for recognizing volunteers in the community. Individuals representing various organizations from the national service spectrum were in attendance and were introduced to the Board by Ms. Bush.
- Presentation by the Tallahassee Adventure Club
 - Jeremy Rogers and Mary Fowler, Tallahassee Adventure Club, provided a brief presentation and asked the Board for support in achieving the organization's mission "to encourage children and adults to detach from technology and reconnect with the natural world; to broaden youth interest in nature, build self-efficacy through outdoor experiences, and bring families together to share in adventure; to see the outdoor culture in Florida flourish by encouraging Floridians to take advantage of the incredible natural beauty in their surrounding areas."
 - Commissioner Desloge championed the ideals of the organization and expressed his continued support for their mission. He suggested that efforts need to be made to make the club better known throughout the community.
 - Commissioner Dozier thanked the leadership of the Tallahassee Adventure Club for the presentation and mentioned the possibility for a future partnership between the organization and the County in events such as the County sponsored Great Scavenger Hunt.
 - Chairman Dailey suggested a possible partnership with the Florida Association of Counties to host an overnight camping event to include local government representatives and their families from neighboring counties.
 - Commissioner Maddox noted the "passion" shown by Mr. Rogers for the Club and praised them for "not only what they, do but how they do it".

CONSENT AGENDA

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

1. Minutes: February 7, 2017 Workshop on the Impact of the Passage of the Medical Marijuana Amendment, and March 7, 2017 Regular Meeting.

The Board approved Option 1: Approve the minutes of the February 7, 2017 Workshop on the Impact of the Passage of the Medical Marijuana Amendment, and March 7, 2017 Regular Meeting.

2. Annual Investment Report for Fiscal Year 2015-2016

The Board approved Option 1: Accept the Annual Investment Report for Fiscal Year 2015-2016.

3. Payment of Bills and Vouchers

The Board approved Option 1: Approve the payment of bills and vouchers submitted for April 4, 2017, and Pre-Approval of Payment of Bills and Vouchers for the Period of April 5 through April 24, 2017.

4. 2016 Status Report on the Leon County Real Estate Portfolio

The Board approved Option 1: Accept the status report on the 2016 Leon County Real Estate Portfolio.

5. Commissioner Appointments to the Human Services Grant Review Committee

The Board approved Option 1: Ratify Commissioner appointments of citizens to the Human Services Grant Review Committee for the remainder of the unexpired terms ending December 31, 2017:

- a. Commissioner Desloge appoints Lula Banks and*
- b. Commissioner Jackson appoints Valeria Barton.*

6. Proposed 2017 Board Calendar and FY 17/18 Budget Calendar Modification

The Board approved Options 1 & 2: 1) Approve the proposed revision to the Board's June 2017 calendar to reflect the rescheduling of the June 13, 2017 regular meeting and budget workshop to June 20, 2017, and 2) Approve the proposed revision to the FY17/18 Budget Calendar to reflect the rescheduling of the June 13, 2017 Budget Workshop to June 20, 2017.

7. Repeal of the Strategic Team for Amphitheater Grand Entertainment (STAGE) Advisory Committee

The Board approved Option 1: Direct the County Administrator to work with the City in removing the Responsibilities and Requirements of STAGE from the First Amended and Restated Interlocal Agreement relating to the use of the Capital City Amphitheater at Cascades Park.

8. Ratification of Workshop on Tourism and Cultural Grant Funding Efforts

The Board approved Option 1: Ratify actions taken at the February 7, 2017 Workshop on Tourism and Cultural Grant Funding Efforts

9. Cooperative Forest Road Agreement with the United States Department of Agriculture Forest Service National Forests in Florida

The Board approved Option 1: Approve the United States Department of Agriculture Forest Service Cooperative Agreement, and the revised Schedule "A" Road List for maintenance on National Forest Service Roads, and authorize the Chairman to execute.

10. BearWise Award from the Florida Fish and Wildlife Conservation Commission

The Board approved Option 1: Accept the BearWise Award from the Florida Fish and Wildlife Conservation Commission in the amount of \$30,000, and authorize the County Administrator to execute all related documents.

11. Status Report on Alternative Septic Tank Technology for the Wakulla Springs Basin Management Action Plan Implementation

The Board approved Option 1: Accept the Status Report on alternative septic tank technology for the Wakulla Springs Basin Management Action plan implementation.

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

- Nick Lowe, 9018 Bob O Link Court, addressed the Board on the Medical Marijuana Amendment and recommended that the Board take preemptive steps to address possible security issues.

General Business

12. Department of Development Support and Environmental Management (DSEM) 2017 "Upgrade"

County Administrator introduced the item. He shared that in an effort to continuously improve the development, review and approval process, the "upgrade" rollout attempts to better promote and perform previous process improvements and service offerings put in place in recent years and to launch significant new changes and enhancements to better facilitate both the highest quality service to customers and the highest quality development for the community. He stated that a major component of the upgrade includes the addition of a high level ombudsman position with the knowledge, skill and specific charge to make continuous improvements in the development process and to facilitate problem solving and add value to customers. This Chief Development Resources Officer position will be filled by Barry Wilcox. He added that the upgrade also includes a complete overhaul and restructuring of the County's DSEM User Group including the renaming of this volunteer body as the Advisory Committee for Quality Growth.

Commissioner Maddox thanked staff for the item and remarked that the proposed improvements will help address concerns of the community.

Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Options 1, 2 & 3: 1) Accept the County Administrator's planned upgrade of customer support services at the Department of Development Support and Environmental Management,; 2) Approve the creation of the Chief Development Resources Officer position within the Department of Development Support and Environmental Management, and 3) Direct staff to bring back an agenda item and resolution to formally create the Advisory Committee for Quality Growth and thereby dissolve the existing DSEM User Group.

Commissioner Dozier appreciated the item as it represents another step in a long process to address some existing problems and keeps pace with current technology. She indicated that the questions she hears most from citizens include the anonymous reporting of issues and communication with the applicant when an 11 or 30 day goal is not reached and asked for staff's reflection on these topics. She voiced her support for the new ombudsman role and opined that Mr. Wilcox will do great job.

Regarding the new Advisory Committee, Commissioner Dozier offered a friendly amendment that the Advisory Committee include other industry groups, such as the Associated Builders and Contractors and the National Association of Women in Construction and it not be limited to the Tallahassee Builders Association. Commissioner Maddox clarified that Commissioner Dozier amendment was not intended to expand the number of members, but merely to include the organizations she referenced in the existing committee structure. The friendly amendment was accepted by Commissioner Maddox.

Commissioner Proctor referenced the county's policy which allows for only one house on 10 acres and opined that this rule does a disservice to families with some acreage and multiple siblings. He asked that the newly created Advisory Committee address this issue by allowing some flexibility and considering these type situations on a case by case basis. He also suggested that the County's Family Heir Policy 2.1.9 could be modified to address issues that are impacting areas located in the southern portion of the county as well as within District 2, Miccosukee and the northeast. Commissioner Proctor stated that he has always favored citizen input and engagement and hoped that this model could be considered by the City in the establishment of a Citizen Utility Review Board. He concluded his comments by asking the County Administrator to ponder at least two other areas of the County where an ombudsman type position could be of benefit.

Commissioner Jackson commended staff on the quick implementation of the enhancements and reflected on a recent positive experience with DSEM.

The motion as amended carried 7-0.

13. Fords Arm South Water Quality Improvement Project Status Update

County Administrator Long introduced the item. He indicated that the Fords Arm South Water Quality Improvement Project has been a priority of the Board for some time and the development agreement and acquisition of properties will be a very positive and critical step to help address stormwater and other problematic issues.

Commissioner Maddox moved, duly seconded by Chairman Dailey, approval of Option 1: Accept status report on Fords Arm South Water Quality Improvement Project and authorize staff to negotiate a Development Agreement with the property owner and schedule two public hearings for consideration of such Development Agreement at its May 9 and June 20, 2017 Board meetings.

Commissioner Proctor requested that details of the amounts contemplated for purchase is included in the materials for the public hearing in May.

Commissioner Desloge expressed his appreciation to staff and hoped that this action will reconcile some of the problems.

The motion carried 7-0.

14. Voluntary Annexation Proposal from Golden Oak Land Group, LLC to Annex Property Located at 1051 March Road

County Administrator Long introduced the item. He stated that based on analysis, staff recommends that the voluntary annexation not be opposed.

Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Option 1: Do not object to the proposed voluntary annexation of property located at 1051 March Road. The motion carried 7-0.

15. Full Board Appointments to the Tallahassee Sports Council, the Joint City/County Bicycle Workgroup, the Tallahassee-Leon County Commission on the Status of Women and Girls, and the Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee

County Administrator Long introduced the item.

Option 1: Commissioner Maddox moved, duly seconded by Commissioner Jackson, the appointment of Chuck Davis and John Gladden to the Tallahassee Sports Council for a three-year term ending April 30, 2020. The motion carried 7-0.

Option 2: Commissioner Maddox moved, duly seconded by Commissioner Desloge, the appointment of Yvonne Gsteiger to the Joint City/County Bicycle Workgroup for the remainder of the unexpired term ending December 31, 2017. The motion carried 7-0.

Option 3: Commissioner Maddox moved, duly seconded by Commissioner Jackson, the appointment of Gina Giacomo to the Commission on the Status of Women and Girls for the remainder of the unexpired term ending December 31, 2018. The motion carried 7-0.

Option 4: Full Board Appointments to the Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee:

- a. Commissioner Dozier moved, duly seconded by Commissioner Proctor, the appointment of Christi Hale-Sparkman, who shall have expertise in the field of architecture, construction or engineering, serving a two-year term ending April 30, 2019. The motion carried 7-0.*
- b. Commissioner Dozier moved, duly seconded by Commissioner Jackson, the appointment of Barbara Westcott, a community member at-large, serving a two-year term ending April 30, 2019. The motion carried 7-0.*
- c. Commissioner Maddox moved, duly seconded by Commissioner Lindley, the appointment of Ted Parker, a community member at-large serving a one-year term ending April 30, 2018. The motion carried 7-0.*
- d. Commissioner Proctor moved, duly seconded by Commissioner Maddox, the appointment of Terrance Barber, a community member at-large serving a one-year term ending April 30, 2018. 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)

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

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

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

(The public hearings were held at City Hall, 300 S. Adams Street, in the 2nd Floor City Commission Chambers.)

16. Joint City-County Commissions Transmittal Hearing on the 2017 Cycle Comprehensive Plan Amendments

Mayor Andrew Gillum called the public hearing to order at 6:00 p.m.

Barry Wilcox, Tallahassee-Leon County Planning Department, discussed the 2017 Comprehensive Plan amendments. He indicated that there were seven map amendments this cycle, of which four were privately initiated and three publicly initiated. There were no text amendments. He added that of the seven amendments, three are within the County and four within the City. He then discussed the 2017 cycle meeting schedule and shared that the items approved at this public hearing would be forwarded to the state for their review and then brought back for final adoption.

1. Mr. Wilcox provided an overview of Map Amendment PCM201703: Arrowhead Drive.

Chairman Dailey confirmed that there were no speakers on this item.

- On behalf of the County: *Commissioner Maddox moved, duly seconded by Commissioner Desloge, to approve Amendment PCM201703: Arrowhead Drive. The motion carried 6-0 (Commissioner Proctor absent).*
- On behalf of the City: *Commissioner Ziffer moved, duly seconded by Commissioner Maddox, approval of Amendment PCM201703. The motion carried 5-0.*

2. Mr. Wilcox provided an overview of Map Amendment PCM201704: City of Tallahassee Electric.

Chairman Dailey confirmed that there were no speakers on this item.

- On behalf of the County: *Commissioner Maddox moved, duly seconded by Commissioner Lindley, to approve Amendment PCM201704: City of Tallahassee Electric. The motion carried 6-0 (Commissioner Proctor absent).*
- On behalf of the City: *Commissioner Ziffer moved, duly seconded by Commissioner Richardson, to approve Amendment PCM201704: City of Tallahassee Electric. The motion carried 5-0.*

3. Mr. Wilcox provided an overview of Map Amendment PCM201707: Thomas Park Subdivision.

Chairman Dailey confirmed that there were no speakers on this item.

- On behalf of the County: *Commissioner Maddox moved, duly seconded by Commissioner Desloge, to approve Amendment PCM201707: City of Tallahassee Electric. The motion carried 6-0 (Commissioner Proctor absent).*
- On behalf of the City: *Commissioner Ziffer moved, duly seconded by Commissioner Miller, to approve Amendment PCM201707: City of Tallahassee Electric. The motion carried 5-0.*

At this time, Commissioner Nick Maddox ascertained from County Attorney Thiele that there was no further business before the County Commission requiring a vote and that there was no other proposed amendments in the unincorporated area requiring approval from the County Commission.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, to adjourn the County Commission meeting.

Commissioner Dozier, while expressing support for the motion, stated that although the County does not have a substantive vote in the remaining amendments, she and the other members of the Board have been engaged in the issues impacting their constituents.

Commissioner Desloge shared that due to scheduling conflicts, the County would likely lose quorum soon, although he intended to remain in Chambers.

Commissioner Miller reflected on the precedent that would be set should the County vote to adjourn. She submitted that the County does have a stake in the outcome of the amendments, as the city resides within the county and all residents are county constituents.

Commissioner Desloge responded that members of the County Commission have attended and spoken at meetings and responded to e-mails on city amendments. He maintained that his vote would not affect the approval/disapproval of the amendment.

Commissioner Dozier stated that while she appreciated Commissioner Miller's comments and agreed that there are instances where city and county jurisdictions overlap, reiterated that she and other commissioners have been engaged with their constituents.

County Attorney Thiele advised that, before the Board adjourns, a motion should be made to transmit approved amendments to the Florida Department of Economic Opportunity.

Commissioner Maddox amended his motion to include a direction to staff to transmit the County's approved amendments to the Florida Department of Economic Opportunity. The motion, as amended, carried 6-0 (Commissioner Proctor absent).

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

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

Comments/Discussion Items

County Attorney Thiele:

- No Items.

County Administrator Long:

- No Items.

Commissioner Discussion Items

Commissioner Desloge:

- Recognized Tony Park, Public Works Director and his staff for receiving four Project of the Year Awards from the American Public Works Association; noting that the Public Works Department continues to make the County proud.
- Expressed his thanks to the Board for its continued support while he travels as the President of the National Association of Counties (NACo).
- Wished the Board and staff a Happy Easter.

Commissioner Proctor:

- Brought up a discussion at a recent CRA meeting whereby there was a suggestion by staff to utilize \$2.4 million of the \$5 million in Tourist Development Tax (TDT) monies to support stage and infrastructure enhancements, along with other projects to be considered. He proclaimed that the CRA does not have the authority to spend or to determine an appropriate expenditure of the funds. He opined that the County Commission should have a voice in the use of the monies. Commissioner Proctor requested an agenda item to address these concerns be brought back at the April 25th Board meeting.
 - County Administrator Long responded that pursuant to the Interlocal Agreement between the County, City and CRA the funds cannot be expended without approval of the County Commission. He noted that there will be another vote needed by the CRA before moving forward; and after that time the item would be brought back to the Board with a complete analysis for approval.
 - Commissioner Proctor continued to assert that the County Commission should have input on the use of the funds prior to the CRA taking a vote. He stated that he needed to know his fellow commissioner opinions on this prior to his vote at the CRA meeting.
 - Commissioner Maddox expressed his frustration with the CRA's handling of the funds and suggested that the money be returned to the Tourism Development Commission (TDC) for recommendations on its use, to include input from COCA and/or CRA. He voiced his unease that when funds are needed for a variety of projects, the bed tax money is referenced.
 - Commissioner Proctor indicated his support for Commissioner Maddox's recommendation and agreed that a wider conversation on the use of the money was needed. He also questioned why TDC staff is not allowed to speak at CRA meetings and indicated that he would like to hear their thoughts.
 - Commissioner Dozier remarked that the Board had previously given authorization, through the Interlocal Agreement, for the CRA to propose use of the money within certain parameters. She asked County Administrator Long for clarification.
 - County Administrator Long conveyed that should the Board wish to revisit the parameters of the Agreement, it could be brought back for review and discussion. He assured the Board that the Interlocal Agreement explicitly states that, before any money is spent, an analysis of the expenditure must be brought to the Board for approval.
 - Commissioner Dozier spoke on the need for a better process by which projects are considered for funding using the bed tax money. She recalled that CRA staff have been directed to bring back a "process" agenda item at the May 25th CRA meeting and suggested that the County have an opportunity to help develop the agenda item.
 - *Commissioner Dozier moved, duly seconded by Commissioner Maddox, to direct the County Administrator and staff to work with the CRA Executive Director and the City in the crafting of the agenda item for the May 25, 2017 CRA meeting.*

- Commissioner Dozier noted that \$2.4 million included an event space, which she deemed would not qualify for TDC funding and should not be part of this discussion.
- Commissioner Lindley echoed frustration with the CRA's process and looked forward to the County being more involved.
- The motion carried 7-0.
- Reflected on the recent passing of Vs. Vestella Anderson, a teacher at FAMU Developmental Research School.
- Requested additional information on the Chambers trip to Nashville.

Commissioner Dozier:

- *Commissioner Dozier moved, duly seconded by Chairman Dailey, approval for a Proclamation recognizing Pridefest on April 22nd, to be presented at an off-site event. The motion carried 6-0 (Commissioner Maddox out of Chambers).*
- Recalled that the Institute for Nonprofit Innovation and Excellence (INIE) had recently produced a report on the economic impact of non-profits in the area and mentioned that they have requested an opportunity to make presentation to the Board.
 - *Commissioner Dozier moved, duly seconded by Chairman Dailey, to invite INIE to present their report to the Board at the May 9, 2017 Board meeting. The motion carried 6-0 (Commissioner Maddox out of Chambers).*
- Mentioned that she serves on the Florida Counties Foundation (FCF) Board of Directors (created by the Florida Association of Counties) and that this entity produces the County Government Manual. She suggested that copies of this manual be provided to the County's libraries. County Administrator Long indicated that further direction was not needed by the Board to accomplish this task.
- As the Board's new representative on the Apalachee Regional Planning Council she conveyed that she has been very impressed with their progress and the desire to help surrounding counties. She mentioned that one of the proposed initiatives of the Council is the creation of a foreign trade zone, which would encompass 60 miles out from the Tallahassee International Airport. She requested staff provide an update on this endeavor and commented on the tremendous impact this could have on economic development in the area.
- Announced that Cristina Paredes, Deputy Director, Office of Economic Vitality, was accepted into the Americas Competitiveness Exchange (ACE) Program and is currently participating in a tour in Texas.

Commissioner Jackson:

- *Commissioner Jackson moved, duly seconded by Chairman Dailey, approval for a Proclamation recognizing May as National Teachers Month. The motion carried 6-0 (Commissioner Maddox out of Chambers).*
- Thanked staff for its work on Agenda Item #9 regarding evacuation routes along Highway 20.

Commissioner Lindley:

- Mentioned how much she enjoyed Springtime Tallahassee events.
- Congratulated Public Works and the Department of Transportation on the completion of the replacement of the bridge at National Bridge Road.

Commissioner Maddox:

- Out of Chambers.

Chairman Dailey:

- On behalf of Chairman Dailey the following motions were offered
 - *Commissioner Desloge moved, duly seconded by Chairman Dailey, a Proclamation recognizing May 20-26, 2017 as Boat Safety Week, to be presented at the Board's May 9, 2017 meeting. The motion carried 5-0 (Commissioners Maddox and Proctor out of Chambers).*
 - *Commissioner Desloge moved, duly seconded by Chairman Dailey, a Proclamation recognizing May as Bicycle Month in Leon County. The motion carried 5-0 (Commissioners Maddox and Proctor out of Chambers).*
 - *Commissioner Dozier moved, duly seconded by Chairman Dailey, a Proclamation recognizing May 21-27, 2017 as National Public Works Week. The motion carried 5-0 (Commissioners Maddox and Proctor out of Chambers).*
- Thanked staff for a wonderful grand opening of the newly renovated Jackson View Boat Landing.
- Noted the Tallahassee Junior League's current "Little Black Dress Initiative" to raise poverty awareness in the community. Chairman Dailey accepted their challenge to don the "Ask Me About My Little Black Dress" button during the Board meeting.
 - Commissioner Dozier suggested that a partnership with the Junior League to establish clothing collection sites at County sites be considered.
- Reminded the Board and the public that the scheduled public hearings would be held at the City Commission Chambers in City Hall. He noted that the three amendments affecting the County would be first on the agenda.

Chairman Dailey recessed the Board at 4:37 for its dinner break and announced that it would reconvene at 6:00 in City Hall Chambers to conduct the scheduled public hearings.

Receipt and File:

- None.

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:16 p.m.

LEON COUNTY, FLORIDA

ATTEST:

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

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

**Leon County
Board of County Commissioners**

Notes for Agenda Item #2

Leon County Board of County Commissioners

Agenda Item #2

May 9, 2017

To: Honorable Chairman and Members of the Board
From: Gwen Marshall, Clerk of the Circuit Court and Comptroller
Title: FY 2015/2016 Annual Audit and Financial Statements

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:	Kimberly Ferrell, Finance Director

Statement of Issue:

This agenda item seeks the Board's acceptance of the Leon County annual external audit and the County's financial statements; and seeks the Board's approval for the Chairman to sign the letter transmitting these reports to the Auditor General in compliance with Florida Statutes.

Fiscal Impact:

This item has no current fiscal impact; however, an annual audit is required by state statute, and if it were not completed, it would jeopardize federal, state, and local revenues.

Staff Recommendation:

Option #1: Accept the FY 2015/16 Annual Audit and Financial Statements (Attachment #1), and authorize the Chairman to sign letter transmitting the report to the Auditor General (Attachment #3).

Report and Discussion

Background:

Florida Statutes, Section 11.45, requires the Board to obtain an independent audit of the County's financial statements on an annual basis. The Board contracted for an independent audit with Thomas Howell Ferguson P.A., and Law, Redd, Crona, & Munroe P.A., Certified Public Accountants. The audit is complete and the audit and financial report are provided to the Board for review along with the Clerk's transmittal memorandum (Attachment #1).

Analysis:

The internal control compliance and management letter from the Board's external auditors is attached (Attachment #2). There are five audit recommendations which have been accepted by management. The implementation of these recommendations is in progress. The letter transmitting the Management Letter and Financial Statements will be forwarded to the Auditor General (Attachment #3).

Options:

1. Accept the FY 2015/2016 Annual Audit and Financial Statements (Attachment #1), and authorize the Chairman to sign the letter transmitting the report to the Auditor General (Attachment #3).
2. Do not accept the FY 2015/2016 Annual Audit and Financial Report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Transmittal Memorandum from the Clerk of the Circuit Court & Comptroller and the Annual Audit and Financial Report for FY 2015/2016
2. Board's Management Letter from external auditors
3. Draft response transmitting the report to the Auditor General



THE HONORABLE
GWEN MARSHALL
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

CLERK OF COURTS • COUNTY COMPTROLLER • AUDITOR • TREASURER • RECORDER

April 21, 2017

Leon County Board of County Commissioners
301 S. Monroe Street
Tallahassee, Florida 32301

The Honorable Board of County Commissioners:

I am pleased to forward to you Leon County's annual audit report as well as the financial statements for the fiscal year ended September 30, 2016. This report reflects an unqualified auditor's opinion on the Board's financial statements. Leon County has received an unqualified audit opinion for 34 consecutive years.

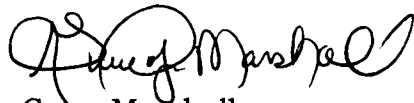
The auditors' report on internal control over financial reporting, compliance and other matters is found on page 89 with the associated management letter on pages 55 through 60. The management letter provides five audit recommendations regarding financial processes, information technology security and grant reporting. All audit recommendations have been accepted by management as indicated in the letter.

The Director of Financial Stewardship, Clerk of the Circuit Court and Comptroller, and the Finance Director met with the external auditors regarding this report. Subsequent to this discussion and a review of the audit recommendations with staff, we recommend acceptance of this report and the associated response to the State Auditor General.

Your acceptance of the report and approval of the letter transmitting the report will be included in the May 9th Board of County Commission Meeting agenda. As mentioned, Florida law requires that a letter of response be made to the State Auditor General regarding the auditor's comments.

Thank you to all Leon County staff who worked so diligently to produce not only these financial statements, but the outstanding results of operations that are reflected in this document. Leon County's 2015-2016 Comprehensive Annual Financial Report will be submitted for the Florida Government Finance Officers Certificate of Achievement for Excellence in Financial Reporting. Leon County has consistently received this honor for 20 years and will no doubt remain among the distinguished group of governmental entities receiving this award. Should you have questions regarding the audit or the financial statements, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Gwen Marshall". The signature is fluid and cursive, with the first name "Gwen" being more prominent than the last name "Marshall".

Gwen Marshall

Cc: Mr. Vince Long, County Administrator
Mr. Alan Rosenzweig, Deputy County Administrator
Ms. Kimberly Ferrell, Director of Finance

Special-Purpose Financial Statements

Board of County Commissioners
Leon County, Florida

*Year Ended September 30, 2016
with Independent Auditors' Report*

Thomas Howell Ferguson P.A.
and
Law, Redd, Crona & Munroe, P.A.

Board of County Commissioners
Leon County, Florida
Special-Purpose Financial Statements
Year ended September 30, 2016

Board of County Commissioners

John Dailey, Chairman.....	District 3
Nick Maddox, Vice Chairman.....	At-Large
William Proctor.....	District 1
Jimbo Jackson.....	District 2
Bryan Desloge.....	District 4
Kristin Dozier.....	District 5
Mary Ann Lindley.....	At-Large

COUNTY ADMINISTRATOR

Vincent S. Long

CLERK OF THE CIRCUIT COURT

AND

COMPTROLLER

Gwen Marshall

Board of County Commissioners
Leon County, Florida

Special-Purpose Financial Statements

Year Ended September 30, 2016

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Independent Auditors' Report

The Honorable Board of County Commissioners
Leon County, Florida

Report on the Financial Statements

We have audited the accompanying special-purpose financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Board of County Commissioners of Leon County, Florida (the Board), as of and for the fiscal year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Board's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these special-purpose financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of special-purpose financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these special-purpose financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the special-purpose financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the special-purpose financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the special-purpose financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the special-purpose financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the special-purpose financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

The Honorable Board of County Commissioners
Leon County, Florida
Page Two

Opinion

In our opinion, the special-purpose financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Board of County Commissioners of Leon County, Florida as of September 30, 2016, the results of each of the major funds' changes in financial position, where applicable, the cash flows thereof, and the respective budgetary comparison statements of the major funds for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the special-purpose financial statements, the accompanying special-purpose financial statements referred to above were prepared solely for the purpose of complying with the Rules of the Auditor General of the State of Florida. In conformity with the Rules, the accompanying special-purpose financial statements are intended to present the financial position and changes in financial position of the major funds, the proprietary fund and the agency funds of the Board, and only that portion that is attributable to the transactions of the Board. They do not purport to, and do not, present fairly the financial position of Leon County, Florida, as of September 30, 2016, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Board's basic financial statements. The Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Spill (the Schedule) is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The Schedule is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with the auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Spill is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Honorable Board of County Commissioners
Leon County, Florida
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Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report, on our consideration of the Board's internal control over financial reporting and our tests of its compliance with certain provisions of laws, rules, regulations, contracts, grant agreements and other matters under the heading *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Special-Purpose Financial Statements Performed in Accordance with Government Auditing Standards*. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Board's internal control over financial reporting and compliance.



Thomas Howell Ferguson P.A.
Tallahassee, Florida
April 10, 2017



Law, Redd, Crona & Munroe P.A.
Tallahassee, Florida

Board of County Commissioners
Leon County, Florida
Balance Sheet - Governmental Funds
September 30, 2016

	General Fund	Fine & Forfeiture Fund	Grants Fund	Fire Rescue Services Fund
Assets				
Cash	\$ 5,106,865	\$ 0	\$ 0	\$ 0
Investments	28,473,860	916,459	4,223,528	1,910,939
Receivables (net of allowances for uncollectibles):				
Accounts	156,451	1,961	8,991	4,090
Special assessments	0	0	0	0
Due from other governments	1,590,115	0	2,069,249	0
Due from other funds	1,257,230	0	0	0
Due from other county units	712,091	659,894	15,613	638
Inventories	313,988	0	0	0
Other assets	4,250	0	0	0
Total assets	<u>\$ 37,614,850</u>	<u>\$ 1,578,314</u>	<u>\$ 6,317,381</u>	<u>\$ 1,915,667</u>
Liabilities, deferred inflows, and fund balances				
Liabilities:				
Accounts payable	\$ 4,307,369	\$ 5,000	\$ 291,527	\$ 0
Accrued liabilities	432,927	0	4,974	0
Due to other governments	691,717	0	0	685,144
Due to other funds	252,613	0	0	0
Due to other county units	46,988	0	55,668	0
Deposits	45,010	325,794	0	0
Revenue received in advance	0	0	3,902,320	0
Total liabilities	<u>5,776,624</u>	<u>330,794</u>	<u>4,254,489</u>	<u>685,144</u>
Deferred inflows				
Deferred inflow of resources	0	0	0	0
Total deferred inflows	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Fund balances:				
Nonspendable	318,238	0	0	0
Restricted	0	0	2,062,892	0
Committed	4,813,626	187,128	0	1,230,523
Assigned	10,065,978	1,060,392	0	0
Unassigned	16,640,384	0	0	0
Total fund balances	<u>31,838,226</u>	<u>1,247,520</u>	<u>2,062,892</u>	<u>1,230,523</u>
Total liabilities, deferred inflows, and fund balances	<u>\$ 37,614,850</u>	<u>\$ 1,578,314</u>	<u>\$ 6,317,381</u>	<u>\$ 1,915,667</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Special Assessment Paving Fund	Capital Improvement Fund	Nonmajor Governmental Funds	Component Unit - Housing Finance Authority of Leon County	Total Governmental Funds
\$ 395,111	\$ 4,760,050	\$ 3,013,486	\$ 650,082	\$ 13,925,594
0	25,506,654	42,387,863	0	103,419,303
23,569	93,395	5,040,703	0	5,329,160
1,208,165	0	(2,058)	10	1,206,117
0	0	1,628,921	0	5,288,285
0	0	0	0	1,257,230
2,643	0	738,882	0	2,129,761
0	0	0	0	313,988
0	0	10,200	0	14,450
<u>\$ 1,629,488</u>	<u>\$ 30,360,099</u>	<u>\$ 52,817,997</u>	<u>\$ 650,092</u>	<u>\$ 132,883,888</u>
\$ 29	\$ 818,186	\$ 2,186,002	\$ 82	\$ 7,608,195
0	0	475,901	0	913,802
0	0	72,391	0	1,449,252
0	0	6,953	0	259,566
0	0	0	0	102,656
0	149,925	124,203	0	644,932
0	0	840,311	0	4,742,631
<u>29</u>	<u>968,111</u>	<u>3,705,761</u>	<u>82</u>	<u>15,721,034</u>
<u>1,211,027</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,211,027</u>
<u>1,211,027</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,211,027</u>
0	0	10,200	0	328,438
0	29,391,988	34,748,225	650,010	66,853,115
418,432	0	14,079,285	0	20,728,994
0	0	274,526	0	11,400,896
0	0	0	0	16,640,384
<u>418,432</u>	<u>29,391,988</u>	<u>49,112,236</u>	<u>650,010</u>	<u>115,951,827</u>
<u>\$ 1,629,488</u>	<u>\$ 30,360,099</u>	<u>\$ 52,817,997</u>	<u>\$ 650,092</u>	<u>\$ 132,883,888</u>

Board of County Commissioners
Leon County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balances -
Governmental Funds
Year Ended September 30, 2016

	General Fund	Fine & Forfeiture Fund	Grants Fund	Fire Rescue Services Fund	Special Assessment Paving Fund
Revenues					
Taxes	\$ 48,285,480	\$ 70,594,257	\$ 0	\$ 0	\$ 0
Licenses and permits	9,940	0	0	0	0
Intergovernmental	20,948,198	19,152	5,020,907	0	0
Charges for services	1,768,091	936,027	96,777	7,308,453	0
Fines and forfeitures	0	124,196	0	0	0
Interest	447,220	211,328	21,650	34,250	1,137
Net increase in fair value of investments	82,208	1,698	11,397	3,891	0
Miscellaneous	456,302	0	303,244	0	368,719
Total revenues	<u>71,997,439</u>	<u>71,886,658</u>	<u>5,453,975</u>	<u>7,346,594</u>	<u>369,856</u>
Expenditures					
Current:					
General government	13,829,011	0	264	0	0
Public safety	2,375,277	0	471,213	8,432,270	0
Physical environment	2,252,679	0	416,355	0	0
Transportation	0	0	4,236,760	0	0
Economic environment	2,426,943	0	55,406	0	0
Human services	8,025,171	100,000	45,156	0	0
Culture and recreation	6,387,670	0	212,758	0	0
Judicial	6,909,859	1,964,643	126,718	0	0
Debt Service:					
Principal retirement	0	0	0	0	0
Interest and fiscal charges	0	0	0	0	0
Other debt service costs	0	0	0	0	0
Total expenditures	<u>42,206,610</u>	<u>2,064,643</u>	<u>5,564,630</u>	<u>8,432,270</u>	<u>0</u>
Excess (deficiency) of revenues over (under) expenditures	<u>29,790,829</u>	<u>69,822,015</u>	<u>(110,655)</u>	<u>(1,085,676)</u>	<u>369,856</u>
Other financing sources (uses):					
Transfers in	3,605,449	463,977	775,212	1,224,459	0
Transfers out	(44,971,029)	(70,879,073)	(121,155)	(36,984)	(215,480)
Total other financing (uses) sources	<u>(41,365,580)</u>	<u>(70,415,096)</u>	<u>654,057</u>	<u>1,187,475</u>	<u>(215,480)</u>
Net change in fund balances	(11,574,751)	(593,081)	543,402	101,799	154,376
Fund balances at beginning of year	43,412,977	1,840,601	1,519,490	1,128,724	264,056
Fund balances at end of year	<u>\$ 31,838,226</u>	<u>\$ 1,247,520</u>	<u>\$ 2,062,892</u>	<u>\$ 1,230,523</u>	<u>\$ 418,432</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Capital Improvement Fund	Nonmajor Governmental Funds	Component Unit - Housing Finance Authority of Leon County	Total Governmental Funds
\$ 0	\$ 34,737,783	\$ 0	\$ 153,617,520
0	3,037,530	0	3,047,470
0	5,625,186	15,618	31,629,061
0	13,061,760	46,745	23,217,853
0	285,672	0	409,868
319,566	777,098	8,223	1,820,472
99,129	107,001	0	305,324
0	2,291,717	33,077	3,453,059
<u>418,695</u>	<u>59,923,747</u>	<u>103,663</u>	<u>217,500,627</u>
2,287,736	3,307,579	0	19,424,590
350,794	23,023,042	0	34,652,596
1,582,511	9,979,546	0	14,231,091
940,820	20,505,594	0	25,683,174
0	3,466,145	125,108	6,073,602
0	1,647,832	0	9,818,159
1,919,473	6,829,188	0	15,349,089
776,400	365,727	0	10,143,347
0	7,535,538	0	7,535,538
0	1,028,177	0	1,028,177
0	1,272	0	1,272
<u>7,857,734</u>	<u>77,689,640</u>	<u>125,108</u>	<u>143,940,635</u>
<u>(7,439,039)</u>	<u>(17,765,893)</u>	<u>(21,445)</u>	<u>73,559,992</u>
16,891,000	24,010,498	0	46,970,595
0	(15,440,745)	0	(131,664,466)
<u>16,891,000</u>	<u>8,569,753</u>	<u>0</u>	<u>(84,693,871)</u>
9,451,961	(9,196,140)	(21,445)	(11,133,879)
<u>19,940,027</u>	<u>58,308,376</u>	<u>671,455</u>	<u>127,085,706</u>
<u>\$ 29,391,988</u>	<u>\$ 49,112,236</u>	<u>\$ 650,010</u>	<u>\$ 115,951,827</u>

Board of County Commissioners
Leon County, Florida
Statement of Net Position - Proprietary Funds
September 30, 2016

	Business-type Activities - Landfill Fund	Governmental Activities - Internal Service Funds
Assets		
Current assets:		
Cash	\$ 462	\$ 273,179
Cash with fiscal agent	0	92,603
Investments	8,643,075	6,071,913
Accounts	1,090,060	162,215
Due from other governments	0	10,391
Due from other county units	542	10,685
Inventories	1,214	39,710
Total current assets	<u>9,735,353</u>	<u>6,660,696</u>
Noncurrent assets:		
Restricted cash and investments	7,788,125	0
Capital assets:		
Land nondepreciable	1,809,844	0
Depreciable (net)	9,371,099	0
Total noncurrent assets	<u>18,969,068</u>	<u>0</u>
Total assets	<u>\$ 28,704,421</u>	<u>\$ 6,660,696</u>
Liabilities		
Current liabilities:		
Accounts payable	\$ 676,410	\$ 482,513
Accrued liabilities	327,136	121,490
Due to other funds	0	79,812
Other current liabilities	0	3,884,555
Total current liabilities	<u>1,003,546</u>	<u>4,568,370</u>
Noncurrent liabilities:		
Liability for closure costs/maintenance	13,789,224	0
Total noncurrent liabilities	<u>13,789,224</u>	<u>0</u>
Total liabilities	<u>14,792,770</u>	<u>4,568,370</u>
Net position		
Net investment in capital assets	11,180,943	0
Unrestricted	2,730,708	2,092,326
Total net position	<u>13,911,651</u>	<u>2,092,326</u>
Total liabilities and net position	<u>\$ 28,704,421</u>	<u>\$ 6,660,696</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida
Statement of Revenues, Expenses, and Changes in
Fund Net Position - Proprietary Funds
Year Ended September 30, 2016

	Business-type Activities - Landfill Fund	Governmental Activities - Internal Service Funds
Operating revenues		
Charges for services	\$ 8,490,050	\$ 6,939,617
Total operating revenues	<u>8,490,050</u>	<u>6,939,617</u>
Operating expenses		
Personnel services	1,763,298	583,883
Contractual services	7,468,813	114,645
Supplies	265,231	959,588
Communications services	31,435	621,804
Insurance	49,688	3,232,533
Utility services	32,443	19,551
Depreciation	940,146	0
Other services and charges	5,024,986	1,139,751
Total operating expenses	<u>15,576,040</u>	<u>6,671,755</u>
Operating (loss) gain	<u>(7,085,990)</u>	<u>267,862</u>
Nonoperating revenues:		
Taxes	1,785,686	0
Interest	254,096	97,396
Net increase in fair value of investments	120,586	20,001
Miscellaneous	184,741	0
Total nonoperating revenues	<u>2,345,109</u>	<u>117,397</u>
Income (loss) before contributions and transfers	(4,740,881)	385,259
Transfers in	582,191	0
Transfers out	<u>(30,053)</u>	<u>0</u>
Change in net position	(4,188,743)	385,259
Net position at beginning of year	18,100,394	1,707,067
Net position at end of year	<u>\$ 13,911,651</u>	<u>\$ 2,092,326</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida
Statement of Cash Flows - Proprietary Funds
Year Ended September 30, 2016

	Business-type Activities - Landfill Fund	Governmental Activities - Internal Service Funds
Cash flows from operating activities		
Receipts from customers	\$ 11,008,859	\$ 168,183
Payments to suppliers	(12,280,522)	(4,077,968)
Payments to employees	(1,737,669)	(627,457)
Internal activity - payments to other funds	(49,688)	0
Internal activity - cash received from other funds	0	6,802,382
Claims paid	0	(1,475,372)
Net cash (used) provided by operating activities	(3,059,020)	789,768
Cash flows from noncapital financing activities		
Tax proceeds	1,785,686	0
Repayments on interfund loans	4	0
Transfers from other funds	582,191	0
Transfers to other funds	(30,053)	0
Net cash provided by noncapital financing activities	2,337,828	0
Cash flows from capital and related financing activities		
Sale of property	1,490,139	0
Acquisition and/or construction of capital assets	(646,545)	0
Net cash used in capital and related financing activities	843,594	0
Cash flows from investing activities		
Proceeds from sales and maturities of investments	4,044,235	2,466,731
Purchases of investments	(4,534,942)	(3,243,387)
Interest and dividends received	247,019	92,711
Increase in fair value of investments	120,586	20,001
Net cash provided (used) in investing activities	(123,102)	(663,944)
Net (decrease) increase in cash	(700)	125,824
Cash at beginning of year	1,162	239,958
Cash at end of year	\$ 462	\$ 365,782

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida
Statement of Cash Flows - Proprietary Funds (continued)
Year Ended September 30, 2016

	Business-type Activities - Landfill Fund	Governmental Activities - Internal Service Funds
Reconciliation of operating loss income to net cash (used) provided by operating activities		
Operating (loss) gain:	\$ (7,085,990)	\$ 267,862
Adjustment to reconcile operating (loss) gain to net cash used in operating activities:		
Depreciation expense	940,146	0
Change in assets and liabilities:		
Accounts and intergovernmental receivables	(292,295)	30,948
Inventories	2,548	4,626
Accounts payable and other liabilities	539,838	534,586
Accrued expenses	25,629	(48,254)
Revenues received in advance	(589)	0
Estimated liability for closure costs/maintenance	2,811,693	0
Net cash (used) provided by operating activities	<u>\$ (3,059,020)</u>	<u>\$ 789,768</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - General Fund
Year Ended September 30, 2016

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Taxes	\$ 48,289,066	\$ 48,289,066	\$ 48,285,480	\$ (3,586)
Licenses and permits	9,500	9,500	9,940	440
Intergovernmental	20,328,622	20,328,622	20,948,198	619,576
Charges for services	1,856,099	1,856,099	1,768,091	(88,008)
Interest	415,625	415,625	447,220	31,595
Net increase in fair value of investments	0	0	82,208	82,208
Miscellaneous	286,853	286,853	456,302	169,449
Total revenues	<u>71,185,765</u>	<u>71,185,765</u>	<u>71,997,439</u>	<u>811,674</u>
Expenditures				
General government	18,999,113	22,154,097	13,829,011	8,325,086
Public safety	2,581,764	2,581,764	2,375,277	206,487
Physical environment	2,491,466	2,491,466	2,252,679	238,787
Economic environment	2,504,666	2,504,666	2,426,943	77,723
Human services	8,209,000	8,283,618	8,025,171	258,447
Culture and recreation	6,764,299	6,665,396	6,387,670	277,726
Judicial	441,369	2,356,870	6,909,859	(4,552,989)
Total expenditures	<u>41,991,677</u>	<u>47,037,877</u>	<u>42,206,610</u>	<u>4,831,267</u>
Excess of revenues over expenditures	29,194,088	24,147,888	29,790,829	5,642,941
Other financing sources (uses):				
Transfers in	8,646,512	10,546,512	3,605,449	(6,941,063)
Transfers out	(41,965,600)	(54,312,293)	(44,971,029)	9,341,264
Total other financing sources (uses)	<u>(33,319,088)</u>	<u>(43,765,781)</u>	<u>(41,365,580)</u>	<u>2,400,201</u>
Net change in fund balance	(4,125,000)	(19,617,893)	(11,574,751)	8,043,142
Fund balance at beginning of year	<u>43,412,977</u>	<u>43,412,977</u>	<u>43,412,977</u>	<u>0</u>
Fund balance at end of year	<u>\$ 39,287,977</u>	<u>\$ 23,795,084</u>	<u>\$ 31,838,226</u>	<u>\$ 8,043,142</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Fine & Forfeiture Fund

Year Ended September 30, 2016

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Taxes	\$ 69,698,407	\$ 69,698,407	\$ 70,594,257	\$ 895,850
Intergovernmental	15,799	15,799	19,152	3,353
Charges for services	927,010	927,010	936,027	9,017
Fines and forfeitures	114,950	114,950	124,196	9,246
Interest	137,750	137,750	211,328	73,578
Net increase in fair value of investments	0	0	1,698	1,698
Total revenues	<u>70,893,916</u>	<u>70,893,916</u>	<u>71,886,658</u>	<u>992,742</u>
Expenditures				
Human services	100,000	100,000	100,000	0
Judicial	1,884,843	2,014,843	1,964,643	50,200
Total expenditures	<u>1,984,843</u>	<u>2,114,843</u>	<u>2,064,643</u>	<u>50,200</u>
Excess of revenues over expenditures	<u>68,909,073</u>	<u>68,779,073</u>	<u>69,822,015</u>	<u>1,042,942</u>
Other financing sources (uses):				
Transfers in	0	0	463,977	463,977
Transfers out	(68,909,073)	(70,929,073)	(70,879,073)	50,000
Total other financing sources (uses)	<u>(68,909,073)</u>	<u>(70,929,073)</u>	<u>(70,415,096)</u>	<u>513,977</u>
Net change in fund balance	0	(2,150,000)	(593,081)	1,556,919
Fund balance at beginning of year	<u>1,840,601</u>	<u>1,840,601</u>	<u>1,840,601</u>	<u>0</u>
Fund balance at end of year	<u>\$ 1,840,601</u>	<u>\$ (309,399)</u>	<u>\$ 1,247,520</u>	<u>\$ 1,556,919</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Grants Fund
Year Ended September 30, 2016

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Licenses and permits	\$ 0	\$ 36,225	\$ 0	\$ (36,225)
Intergovernmental	346,800	18,156,701	5,020,907	(13,135,794)
Charges for services	87,305	284,744	96,777	(187,967)
Interest	0	6,919	21,650	14,731
Net increase in fair value of investments	0	0	11,397	11,397
Miscellaneous	0	1,031,573	303,244	(728,329)
Total revenues	<u>434,105</u>	<u>19,516,162</u>	<u>5,453,975</u>	<u>(14,062,187)</u>
Expenditures				
General government	0	750	264	486
Public safety	428,838	1,660,414	471,213	1,189,201
Physical environment	0	3,628,404	416,355	3,212,049
Transportation	0	11,646,028	4,236,760	7,409,268
Economic environment	0	1,631,693	55,406	1,576,287
Human services	30,000	75,736	45,156	30,580
Culture and recreation	15,000	2,200,758	212,758	1,988,000
Judicial	91,710	266,983	126,718	140,265
Total expenditures	<u>565,548</u>	<u>21,110,766</u>	<u>5,564,630</u>	<u>15,546,136</u>
(Deficiency) excess of revenue (under) over expenditures	<u>(131,443)</u>	<u>(1,594,604)</u>	<u>(110,655)</u>	<u>1,483,949</u>
Other financing sources (uses):				
Transfers in	0	775,212	775,212	0
Transfers out	(121,155)	(121,155)	(121,155)	0
Total other financing sources (uses)	<u>(121,155)</u>	<u>654,057</u>	<u>654,057</u>	<u>0</u>
Net change in fund balance	(252,598)	(940,547)	543,402	1,483,949
Fund balance at beginning of year	1,519,490	1,519,490	1,519,490	0
Fund balance at end of year	<u>\$ 1,266,892</u>	<u>\$ 578,943</u>	<u>\$ 2,062,892</u>	<u>\$ 1,483,949</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Fire Rescue Services Fund

Year Ended September 30, 2016

	Budgeted Amounts		Actual	Variance with
	Original	Final		Final Budget Positive (Negative)
Revenues				
Charges for services	\$ 6,808,662	\$ 7,351,160	\$ 7,308,453	\$ (42,707)
Interest	0	0	34,250	34,250
Net increase in fair value of investments	0	0	3,891	3,891
Total revenues	<u>6,808,662</u>	<u>7,351,160</u>	<u>7,346,594</u>	<u>(4,566)</u>
Expenditures				
Public safety	<u>7,999,426</u>	<u>8,541,924</u>	<u>8,432,270</u>	<u>109,654</u>
Total expenditures	<u>7,999,426</u>	<u>8,541,924</u>	<u>8,432,270</u>	<u>109,654</u>
Excess of revenues over expenditures	<u>(1,190,764)</u>	<u>(1,190,764)</u>	<u>(1,085,676)</u>	<u>105,088</u>
Other financing uses:				
Transfers in	1,224,459	1,224,459	1,224,459	0
Transfers out	<u>(33,695)</u>	<u>(33,695)</u>	<u>(36,984)</u>	<u>(3,289)</u>
Total other financing uses	<u>1,190,764</u>	<u>1,190,764</u>	<u>1,187,475</u>	<u>(3,289)</u>
Net change in fund balance	0	0	101,799	101,799
Fund balance at beginning of year	<u>1,128,724</u>	<u>1,128,724</u>	<u>1,128,724</u>	<u>0</u>
Fund balance at end of year	<u>\$ 1,128,724</u>	<u>\$ 1,128,724</u>	<u>\$ 1,230,523</u>	<u>\$ 101,799</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Special Assessment Paving Fund

Year Ended September 30, 2016

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Interest	\$ 56,173	\$ 56,173	\$ 1,137	\$ (55,036)
Miscellaneous	229,295	229,295	368,719	139,424
Total revenues	<u>285,468</u>	<u>285,468</u>	<u>369,856</u>	<u>84,388</u>
Expenditures				
Public safety	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Excess of revenues over expenditures	<u>285,468</u>	<u>285,468</u>	<u>369,856</u>	<u>84,388</u>
Other financing uses:				
Transfers out	<u>(285,468)</u>	<u>(285,468)</u>	<u>(215,480)</u>	<u>69,988</u>
Total other uses	<u>(285,468)</u>	<u>(285,468)</u>	<u>(215,480)</u>	<u>69,988</u>
Net change in fund balance	0	0	154,376	154,376
Fund balance at beginning of year	<u>264,056</u>	<u>264,056</u>	<u>264,056</u>	<u>0</u>
Fund balance at end of year	<u>\$ 264,056</u>	<u>\$ 264,056</u>	<u>\$ 418,432</u>	<u>\$ 154,376</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida
Statement of Fiduciary Assets and Liabilities - Agency Fund
September 30, 2016

	Total Agency Funds
Assets	
Cash	\$ 564,158
Accounts receivable	1,611,505
Total assets	<u>\$ 2,175,663</u>
Liabilities	
Accounts payable	\$ 179,006
Accrued liabilities	1,078,805
Due to other funds	917,852
Total liabilities	<u>\$ 2,175,663</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies

Reporting Entity

Leon County is a political subdivision of the state of Florida and provides services to its residents in many areas, including public safety, transportation, recreation, and human services. It is governed by an elected Board of County Commissioners (seven members). In addition to the members of the Board of County Commissioners, there are five elected Constitutional Officers: Clerk of the Circuit Court, Sheriff, Tax Collector, Property Appraiser, and Supervisor of Elections. The Constitutional Officers maintain separate accounting records and budgets. Effective for the 2003 fiscal year, the citizens of Leon County passed a voter referendum to make Leon County a charter county. The charter is a simple charter which allows for the same powers and duties as provided in the Constitution of the State of Florida and *Florida Statutes*. However, in certain instances, the charter either alters or expands the powers of the elected officials via voter referendum. The accounting policies of Leon County, Florida conform to generally accepted accounting principles as applicable to governments. The more significant accounting policies of Leon County Board of County Commissioners (the Board) are described below.

Component Units

The component unit discussed below is included in the Board's reporting entity either because of the significance of the operational relationship or the Board is financially accountable for the component unit. The Board is financially accountable for an organization when the Board appoints a voting majority of the organization's governing body and is able to impose its will on the organization; there is a potential for the organization to provide a financial benefit or impose a financial burden on the Board; or the organization is fiscally dependent on the Board.

Specific criteria used to determine financial accountability are:

- Selection of a voting majority of the governing body.
- Imposition of Will: Ability to remove appointed members at will; ability to approve or modify rate charges affecting revenue; ability to appoint, hire or dismiss management.
- Financial Benefit or Burden Relationship: The Board is legally entitled to or can otherwise access the organization's resources; the Board is legally obligated or has otherwise assumed the obligation to finance the deficits of or provide support to the organization; or the Board is obligated in some manner for the debt of the organization.
- Fiscal Dependency: Ability to approve or modify the organization's budget or rate charges; ability to approve debt issuances and/or tax levies.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies (continued)

Component Units (continued)

Financial statements of component units are included in the financial reporting entity either as a blended component unit or as a discretely presented component unit in accordance with governmental accounting standards. At September 30, 2016, the only component unit of the Board is The Housing Finance Authority of Leon County (the Authority) which is discretely presented in a separate column on the Board's financial statements.

The Authority was created as a Florida public corporation in accordance with the Florida Housing Finance Authority Law, Part IV of Chapter 159, *Florida Statutes* (1979), following the adoption of an approving ordinance (#80-39) by the Board of County Commissioners of Leon County, Florida. The Authority is a Dependent Special District as defined in Section 189.4041, *Florida Statutes*.

The Authority's governing board is appointed by the Board; the budget is approved by the Board; all bonds issued and contracts entered into must be approved by the Board; the Board may, at its sole discretion, and at anytime, alter or change the structure, organization, programs or activities of the Authority, including the power to terminate the Authority; and the Board maintains the books and records of the Authority. This component unit is reported in a separate column to emphasize that it is legally separate from the Board. Separate financial information for the Housing Finance Authority is available at 918 Railroad Avenue, Tallahassee, Florida 32310.

Excluded from the Reporting Entity:

The Leon County Health Facilities Authority, Leon County Research and Development Authority, Leon County Education Facilities Authority, Leon County Energy Improvement District, and Community Redevelopment Agency have been established under *Florida Statutes*, Chapter 159, Part V, Chapter 154, Part III, Chapter 243, Chapter 189, Part II and Chapter 163, Part III, respectively. Operations of the above authorities are not included in this report because they do not meet the criteria for inclusion in the reporting entity as set forth in GASB Statement No. 39.

Other public entities located within Leon County and not included in the financial statements of the Board include municipalities and the following independent taxing districts authorized and established by the Laws of Florida:

Leon County School Board District
Leon County Health Department
Fallschase Special Taxing District
Northwest Florida Water Management District

These potential component units have been excluded because they do not meet the criteria for inclusion in the reporting entity.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies (continued)

Consolidated Dispatch Agency

In May 2012, the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff's Office entered into an inter-local agreement authorized by Section 163.01, *Florida Statutes*. This agreement created a Consolidated Dispatch Agency (CDA) for the purpose of dispatching law enforcement, fire and emergency medical services personnel. The term of this agreement is for a period of 10 years, commencing April 1, 2013, and will renew automatically thereafter. The CDA will govern and manage the provision of public safety consolidated dispatch services on a county-wide basis.

The governing body of the CDA consists of the City of Tallahassee City Manager, the Leon County Administrator and the Leon County Sheriff, hereinafter called the Council. The City and Sheriff shall fund the CDA budget proportionately based upon the per capita population within the corporate limits of the City of Tallahassee for the city, and the per capita population within the unincorporated area of Leon County for the Sheriff, and a service cost allocation shall be included in the CDA's annual budget. Current audited financial statements may be obtained from the Consolidated Dispatch Agency, 300 S. Adams Street, Box A-19, Tallahassee, Florida 32301.

Capital Regional Transportation Planning Agency

In December 2004, the Capital Regional Transportation Planning Agency (CRTPA) was created through an inter-local agreement between the Florida Department of Transportation; the Counties of Leon, Gadsden, Jefferson and Wakulla; the Cities of Tallahassee, Chattahoochee, Gretna, Midway, Monticello, Quincy, St. Marks and Sopchoppy; the towns of Greensboro, Havana and the Leon County School Board as authorized by Section 163.01 *Florida Statutes*. It was established in order for the members to participate cooperatively in the development of transportation related plans and programs. The governing board consists of voting representatives from the Counties of Leon, Gadsden, Jefferson, and Wakulla; the Cities of Midway, Quincy, Tallahassee, Chattahoochee and Gretna; the Towns of Greensboro and Havana, the Leon County School Board, and three nonvoting representatives from the Florida Department of Transportation, the Federal Highway Administration, and StarMetro.

The CRTPA receives federal and state transportation funds for the performance of its transportation planning and programming activities. If operating expenses exceed the external funding obtained, the deficit is funded by the members of the CRTPA in proportion of their weighted votes. As a participating member of CRTPA, Leon County has a limited share of financial responsibility for any such deficits. Current audited financial statements may be obtained from the Capital Regional Transportation Planning Agency, 300 S. Adams Street, Box A-19, Tallahassee, Florida 32301.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies (continued)

Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency

In October 2000, Leon County entered into an interlocal agreement with the City of Tallahassee as authorized by Section 163.01(7) *Florida Statutes*. This agreement created the Blueprint 2000 Intergovernmental Agency to govern the project management for the project planning and construction of a list of projects known as the Blueprint 2000 projects. The Board of County Commissioners and the City Commission constitute the Blueprint 2000 Intergovernmental Agency. The revenues to fund the projects under this agreement are the collections of the local government infrastructure sales surtax, which began December 1, 2004. This tax was extended pursuant to the provisions in Section 212.055, *Florida Statutes*, until December 31, 2039.

Periodically, the Agency provides construction management services to the County. For these services the Agency and the County entered into Joint Participation Agreements whereby the County agrees to pay an administrative fee to the Agency.

Current audited financial statements may be obtained from Blueprint 2000, 315 S. Calhoun Street, Suite 450, Tallahassee, Florida 32301.

Basis of Presentation

The special-purpose fund financial statements are fund financial statements that have been prepared in conformity with the accounting principles and reporting guidelines established by the Governmental Accounting Standards Board (GASB) and accounting practices prescribed by the State of Florida, Office of the Auditor General.

Description of Funds

Governmental Major Funds:

The Board reports the following major funds in the governmental fund financial statements:

General Fund – The General Fund is the general operating fund of the Board. This fund is used to account for all financial transactions not required to be accounted for in another fund.

Fine & Forfeiture Fund – This fund was established to account for revenues collected pursuant to the provisions of Section 142.01, *Florida Statutes*. It also accounts for expenditures related to the costs of criminal prosecutions and for the proceeds of certain court fines and costs as well as accounting for ad valorem tax revenues collected and used to support the Sheriff's Department.

Grants Fund – This fund is used to account for the revenues and expenses of federal, state, and local grants awarded to the county. This fund also includes the corresponding county matching funds for the various grants.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies (continued)

Description of Funds (continued)

Governmental Major Funds: (continued)

Fire Rescue Services Fund – This fund was established to fund enhanced fire protection services in the unincorporated area of Leon County. The revenue source is derived from a fire service fee levied on single-family, commercial, and governmental properties in the unincorporated area of the county. It also assists with funding for volunteer fire departments. By interlocal agreement, the fire rescue and emergency management services are functionally consolidated under the city and county.

Special Assessment Paving – This fund accounts for the repayment of special assessments associated with the county's paving program. Repayments are collected as a non-ad valorem special assessment on the annual tax bill. The revenues are repaying the county for the costs to construct the paving projects.

Capital Improvement Fund – This fund is used to account for the acquisition or construction of major non-transportation related capital facilities and/or projects other than those financed by proprietary funds.

Proprietary Major Fund:

Landfill Fund – The Landfill Fund accounts for the revenues, expenses, assets and liabilities associated with the County landfill and transfer station.

Other Fund Types:

Internal Service Funds – These funds account for goods or services provided by various departments to other departments of the Board on a cost-reimbursement basis.

Agency Funds – These funds account for assets held by the Board as an agent for individuals, private organizations, and/or other governmental units. These are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the fund financial statements and relates to the timing of the measurements made.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies (continued)

Basis of Accounting (continued)

The accompanying special-purpose financial statements have been prepared using the current financial resources measurement focus and the modified accrual basis of accounting for all Governmental Funds. Accordingly, revenues are recognized when measurable and available to pay liabilities of the current period and expenditures are generally recorded when the liability is incurred and/or will be paid from expendable available financial resources.

The Board considers receivables collected within 60 days after year-end to be available and susceptible to accrual as revenues of the current year. The following revenues are considered to be susceptible to accrual: taxes, charges for services, interest, state revenue sharing, federal forestry revenue, insurance agents' revenue, various other gas taxes, gas tax pour-over trust, federal and state grants, planning and zoning revenue, municipal service franchise fees, and special assessments.

Expenditures are generally recorded when the related fund liability is incurred. An exception to this general rule is principal and interest on general long-term debt which is recorded when due.

The financial statements of the Proprietary Funds and Fiduciary Funds (Agency Funds) are prepared on the economic resources measurement focus and the accrual basis of accounting. Their revenues are recognized when earned and their expenses are recognized when incurred. Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund.

Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies, taxes, and investment earnings, result from nonexchange transactions or ancillary activities.

Budgets and Budgetary Accounting

Florida Statutes, Section 129.01 (2) (b), requires that "...the receipts division of the budget shall include ninety-five percent of all receipts reasonably expected to be anticipated from all sources, including taxes to be levied, and one hundred percent of the amount of the balances, both of cash and liquid securities, estimated to be brought forward at the beginning of the fiscal year." The Board has complied with the provisions of the above *Florida Statutes*.

Annual budgets for the governmental fund types and the Housing Finance Authority of Leon County are adopted on a basis consistent with accounting principles generally accepted in the United States of America. Budgets are not adopted for the fiduciary funds. The legal level of budgetary control is at the fund level; however, budgets are monitored at varying levels of detail.

All annual appropriations lapse at fiscal year end, although the Board expects to honor purchase orders and contracts in process, subject to authority provided in the subsequent year's budget.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies (continued)

Budgets and Budgetary Accounting (continued)

The budget information, as amended, presented in the financial statements was prepared on the modified accrual basis of accounting. All Board authorized amendments to the applicable budget originally approved have been incorporated into the data reflected in the special-purpose financial statements. The Board made several supplemental budgetary appropriations throughout the year.

The Board uses the following procedures in establishing the budgetary data reflected in the financial statements:

1. On or before May 1 of each year, the designated budget officer submits to the Board a tentative budget for the ensuing fiscal year. The tentative budget includes proposed expenditures and funding sources.
2. The Board requires such changes to be made as it shall deem necessary, provided the budget remains in balance and subject to the notice and hearing requirements of Section 200.065, *Florida Statutes* and the budget preparation and adoption procedures, as defined in Section 129.03, *Florida Statutes*. The legal level of budgetary control is at the fund level.
3. Public hearings are held pursuant to Section 200.065, *Florida Statutes* in order for the Board to adopt the tentative and final budgets.
4. Prior to October 1, the budget is legally enacted through passage of a resolution.
5. All changes to the final budget must be approved by the Board in accordance with Section 129.06, *Florida Statutes*.
6. Formal budgetary integration is used as a management control device during the year for all governmental funds of the Board.
7. Budgets for the governmental fund types are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

Applicable budgets of Constitutional Officers are controlled by appropriations in accordance with budgetary requirements set forth in the *Florida Statutes*.

Cash and Investments

Cash includes amounts in demand deposits. The Board's investments consist of U.S. Government obligations, money market funds, municipal bonds, and commercial paper of prime quality and are reported at fair value.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies (continued)

Cash and Investments (continued)

In accordance with the provisions of GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, investments of the Board are reported at amortized cost, which approximates fair value.

During the 2015-2016 fiscal year, the Board invested in five different investment pools: the Special Purpose Investment Account (SPIA) within the Florida Treasury Investment Pool (the Pool) administered by the Florida Department of Financial Services, as authorized by Section 17.61(1), *Florida Statutes*; The Florida Local Government Investment Trust (FLGIT), a local government investment pool developed through the joint efforts of the Florida Association of Court Clerks (FACC) and the Florida Association of Counties (FAC); The Florida Municipal Investment Trust (FMIVT), administered by the Florida League of Cities, Inc. The FMIVT is an Authorized Investment under Section 163.01, *Florida Statutes*; the Local Government Surplus Funds Trust Fund (LGSF), administered by the Florida State Board of Administration (SBA) as authorized by Section 218.415 (17), *Florida Statutes*; and Florida PRIME, administered by the Florida State Board of Administration (SBA). Florida PRIME is not a registrant with the SEC; however, the SBA has adopted operating procedures consistent with the requirements for the SEC Rule 2a-7 fund.

The Board liquidates and reallocates investments throughout the year depending on whether the external pools authorized by *Florida Statutes* or the interest bearing accounts with approved public depositories provide the most favorable interest rates.

Receivables

Receivables are shown net of an allowance for uncollectibles. As the receivables age, the allowance increases. The emergency medical services allowance used for September 30, 2016 is equal to 67% of current year billings.

Short-Term Interfund Receivables/Payables

During the course of operations, numerous transactions occur between individual funds for services rendered or goods provided resulting in receivables and payables that are classified as “due from other funds” or “due to other funds” on the balance sheet.

Inventories

Inventories in the General Fund and Internal Service Funds consist of expendable office supplies. The office supplies are valued at the average unit cost and are accounted for under the consumption method whereby the cost is recorded as an expenditure at the time of issuance to the user department.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies (continued)

Restricted Assets

Investments that are held in escrow in accordance with the Florida Administrative Code requirement for landfill closure and post-closure costs are shown as restricted in the Enterprise Fund.

Capital Assets

Capital assets purchased in the governmental fund types are recorded as expenditures (capital outlay) at the time of purchase. Such assets are reported as capital assets in the Statement of Net Position as part of the county-wide basic financial statements. The Board does not record depreciation of these assets on its governmental fund financial statements, although depreciation is recorded for such assets in the county-wide financial statements. Donated assets are recorded at fair market value at the date of donation. Accounting policies for capitalization and depreciation of infrastructure assets including roads, bridges, curbs, gutters, and sidewalks are described in the county-wide financial statements. A summary of capital assets purchased by the Board's governmental funds is provided in Note 5.

Fixed Assets

Fixed assets acquired in the Proprietary Funds are capitalized at cost. Gifts or contributions are recorded at fair market value at the time received. Depreciation on property and equipment in the Proprietary Funds is computed using the straight-line method over the estimated useful lives. The Board follows the policy of capitalizing interest as a component of the cost of proprietary fund type fixed assets constructed for its own use.

The general fixed assets used in the operations of the Board, Property Appraiser, Tax Collector, Clerk of the Circuit Court, and Supervisor of Elections, and the real property used by the Sheriff are accounted for by the Board, as the Board holds legal title and is accountable for them under Florida law.

Liability for Compensated Absences

The Board accrues a liability for employees' rights to receive compensation for future absences when certain conditions are met. The Board does not, nor is it legally required to accumulate expendable available financial resources to liquidate this obligation. Accordingly, the liability for the compensated absences is not reported in the governmental funds. However, the current and long-term portion of the liability for compensated absences is reported on the county-wide Statement of Net Position for Leon County, Florida.

Other Postemployment Benefits

The Board, through Leon County, offers retiree medical and life insurance benefits for qualifying Board employees that have retired from a Florida Retirement System (FRS) pension plan.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies (continued)

Executive Service Plan

Executive service and senior management employees of the Board are entitled to severance pay if terminated from employment. If there is a contract or employment agreement, severance pay may not exceed an amount greater than twenty weeks of compensation. If there is no contract, severance pay is limited to six weeks.

Net Position and Fund Balances

Net Position is the difference between fund assets and liabilities on the government-wide, proprietary, and fiduciary fund statements. Fund Balance is the difference between assets and liabilities on the governmental fund statement.

For financial reporting purposes, County policy defines the five fund balance classifications for governmental funds and the order that the resources are used.

Nonspendable Fund Balance - Balances are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance - Balances are comprised of funds that have legally enforceable constraints placed on their use or those funds that have externally-imposed restrictions by resource providers or creditors, grantors, contributors, voters, or interlocal agreement, or enabling legislation.

Committed Fund Balance - Balances are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action such as ordinances, resolutions, or legislation of Leon County and that remain binding unless removed by a majority vote of the Board of County Commissioners.

Assigned Fund Balance - Balances are comprised of unrestricted funds informally constrained by a majority vote of the Board of County Commissioners, or by a designated county officer, in a manner that reflects the County's use of those resources such as appropriations of fund balance at year end or at the beginning of the new fiscal year.

Unassigned Fund Balance - Balances are comprised of the residual of the unrestricted funds in the General Fund and are not nonspendable, restricted, committed, or assigned. Other fund types can only report a negative unassigned residual amount.

The County's policy is that available resources will be spent in the following order: restricted, committed, assigned, and unassigned.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 1. Accounting Policies (continued)

Common Expenses

Certain expenses that are common to the Board and all Constitutional Officers are reported as expenditures of the Board and, therefore, are not budgeted by or allocated to the other Constitutional Officers. These are:

- Occupancy costs
- Property insurance
- Utilities (except telephone), and
- Janitorial service

Operating Transfers

The Board funds a portion or, in certain instances, all of the operating budgets of the County's Constitutional Officers. The payments by the Board to fund the operations of the Constitutional Officers are recorded as operating transfers out on the financial statements of the Board and as operating transfers in on the financial statements of the Constitutional Officers. Repayments to the Board are recorded as operating transfers out on the financial statements of the Constitutional Officers and as operating transfers in on the financial statements of the Board.

Use of Estimates

The preparation of the special-purpose financial statements is in conformity with accounting practices prescribed by the State of Florida, Office of the Auditor General, and requires management to make use of estimates that affect the reported amounts in the special-purpose financial statements. Actual results could differ from estimates.

Note 2. Property Taxes

Under Florida Law, the assessment of all properties and the collection of all county, municipal, special taxing districts, and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of Florida regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit counties to levy property taxes at a rate of up to 10 mills. The tax levy of Leon County is established by the Board prior to October 1 of each year. The millage rate collected by the Board during the current fiscal year was 8.314 mills. County citizens were also assessed for emergency medical services through a Municipal Services Taxing Unit at a millage rate of 0.5000 mills. For County citizens charged a special assessment, the required annual payment is included on their tax bill.

All property is reassessed according to its fair market value as of January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of *Florida Statutes*.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 2. Property Taxes (continued)

All taxes are due and payable on November 1 of each year, or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. The taxes paid in March are without discount. No accrual for the property tax levy becoming due in September 30, 2016 is included in the accompanying financial statements, since such taxes are collected to finance expenditures of the subsequent period.

On or prior to June 1, following the tax year, tax certificates are sold for all delinquent taxes on real property in accordance with the laws of Florida. After sale, tax certificates bear interest of 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years.

Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the seven-year statute of limitations. Since tax certificates were sold for substantially all current year delinquent property taxes, there were no material property taxes receivable at September 30, 2016.

Note 3. Cash and Investments

As of September 30, 2016, the value of the Board's deposits and investments, with their respective credit ratings, was as follows:

	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Duration</u>
Deposits in Qualified Public Depositories	\$ 14,119,294	NA	NA
External Investment in Government Pools:			
Florida State Treasury Special Purpose Investment Account (SPIA)	45,690,395	A+f	2.65
Florida Local Government Investment Trust Government Fund (FLGIT)	583,227	AAAf	1.44
Florida PRIME Investment Pool	510,251	AAAm	0.14
Externally Managed Portfolio:			
Money Market	695,055	AAA	NA
U.S. Treasuries	24,371,759	AA+	2.25
Government Sponsored Agencies:			
Federal Home Loan Bank	8,580,215	AA+	2.07
Federal National Mortgage Association	7,977,545	AA+	2.15
Other Government Sponsored Agencies	5,329,007	AA+	1.94
MBS	1,430,225	AA+	1.30
CMBS	4,075,778	AA+	1.04
Corporate Bonds	9,704,684	A-	1.37
Corporate Bonds	5,897,882	AA-	1.93

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 3. Cash and Investments (continued)

	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Duration</u>
Corporate Bonds	2,830,495	BBB+	0.75
Municipal Bonds	1,299,142	AA	0.94
Asset-backed Securities	<u>7,209,448</u>	AAA	1.21
Total Cash and Investments	<u>\$ 140,304,402</u>		

The amounts above exclude cash on hand and amounts held by third parties in trust for the Board, but includes accrued interest of \$262,692.

Credit Risk

The Board Investment Policy provides a structure for the portfolio that is designed to minimize credit risk. The majority of the securities held will be those of the highest available credit quality ratings. Staff will notify the Investment Oversight Committee (IOC) at any time holdings drop below the minimum credit ratings specified in the policy. The IOC will consider the market environment and make recommendations to hold and continue to monitor the investments or liquidate the investments. To further limit the Board's risk against possible credit losses, a maximum of 3% of the total portfolio managed by the Board's external manager may be held at any one time in all securities of any corporate entity, inclusive of commercial paper, medium term notes, or corporate notes and bonds. The Policy provides that 45% of the external portfolio may be invested in Federal instrumentalities, with a limit of 15% of the portfolio in any one issuer.

Section 218.415(16), *Florida Statutes*, stipulates the state-approved investment policy for all governmental entities and includes the following investments:

1. The Local Government Surplus Funds Trust Fund or any authorized intergovernmental investment pool.
2. Securities and Exchange Commission (SEC) registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
3. Interest-bearing time deposits or savings accounts in qualified public depositories.
4. Direct obligations of the U.S. Treasury.
5. Federal agencies and instrumentalities.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 3. Cash and Investments (continued)

Credit Risk (continued)

6. Securities of, or other interests in, any management type investment company or trust registered under the Investment Company Act of 1940, where the investment portfolio is limited to United States Government Obligations.
7. Other investments authorized by law or by ordinance for a county or a municipality.

In addition, Section 17.61(1), *Florida Statutes* permits organizations created by the Florida Constitution to participate in the existing State Treasury Investment Pool “Special Purpose Investment Account (SPIA).”

The Board’s Investment Policy limits credit risk by restricting authorized investments to the following: Local Government Surplus Funds Trust Fund, State of Florida Special Purpose Investment Account, direct obligations of the United States or its agencies and instrumentalities, direct obligations of states and municipalities, repurchase agreements, commercial paper, bankers’ acceptances, money market mutual funds, the Florida Local Government Investment Trust (FLGIT), and the Florida Municipal Investment Trust (FMIvT).

The Chief Financial Officer for the State of Florida (formerly the State Treasurer) has been investing state revenues, excess revenues of state universities and community colleges and certain other public agencies in a commingled investment portfolio for several years. This program is authorized under Section 17.61(1), *Florida Statutes* and is called the Treasury Special Purpose Investment Account (SPIA).

Historically, SPIA participants have received higher earnings reflecting the higher risk associated with the longer maturities and lower credit quality. The financial details and disclosures for the Treasury Investment Pool are made in Note 2 to the State of Florida Comprehensive Annual Financial Report (CAFR). The Florida Treasury Investment Pool is rated by Standard and Poor's. The rating as of September 30, 2016 was A+f. Investments in this pool are limited to a maximum of 50% of the portfolio. A copy of SPIA's most recent financial statements can be found at http://www.myfloridacfo.com/Division?Treasury_

The FLGIT is a local government investment pool created by the Florida Association of Court Clerks and Controllers, and the Florida Association of Counties for the purpose of providing public entities with an investment program that focuses on longer term securities with the highest credit ratings. The effective maturity of the underlying investments is five years or less. At year end, the FLGIT was invested in treasury notes, corporates, asset-backed securities, and Federal agency obligations. This investment type is subject to some market risk due to fluctuating prices and liquidity risk due to advance redemption notification requirements. However, it has a professional investment advisor and an investment advisory board, and provides diversity in the Fund’s portfolio. The FLGIT maintains a credit rating of AAf by Standard & Poor’s. Investments in this pool are limited to a maximum of 15% of the portfolio. A copy of FLGIT's most recent financial statements can be found at <http://www.floridatrusionline.com/about>.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 3. Cash and Investments (continued)

Credit Risk (continued)

The Florida PRIME is an external investment pool that is administered by the Florida State Board of Administration (SBA). Florida PRIME is not a registrant with the SEC; however, the SBA has adopted operating procedures consistent with the requirements for the SEC Rule 2a-7 fund. Florida PRIME is governed by Chapter 19-7 of the Florida Administrative Code, which identifies the Rules of the SBA. These rules provide guidance and establish the general operating procedures for the administration of Florida PRIME. Additionally, the State of Florida, Office of the Auditor General performs the operational audit of the activities and investments of the SBA. Throughout the year and as of September 30, 2016, Florida PRIME contained certain floating rate and adjustable rate securities that were indexed based on the prime rate and/or one and three-month LIBOR rates. These floating rate and adjustable rate securities are used to hedge against interest risk and provide diversification to the portfolio. Investments in this pool are limited to a maximum of 50% of the portfolio. The current rating for the Florida PRIME is AAAM by Standard and Poors. A copy of Florida PRIME's most recent financial statements can be found at <http://www.sbafla.com/prime/Audits/tabid/582/Default.aspx>.

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of a bank failure or the failure of the counterparty, the government's deposits may not be returned to it, or may not be able to recover the value of its investments that are in the possession of an outside party.

Qualified public depositories of public funds are required to provide collateral each month pursuant to Section 280.04, *Florida Statutes*. The collateral is held by the Florida Division of Treasury or other custodian with full legal rights maintained by the Florida Division of Treasury to transfer ownership. Any loss not covered by the pledged securities and deposit insurance would be assessed by the Florida Division of Treasury and paid by the other public depositories. The County's deposits are therefore considered fully insured or collateralized. Bank balances at September 30, 2016, were \$17,222,602.

Due to the nature of the County's cash and investments, management believes there is no exposure to custodial credit risk and concentration of credit risk.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair market value of investments. The County's actual portfolio will have a duration range of 0.5 years to 2.5 years. Unusual market or economic conditions may mandate moving the portfolio outside of this range. The Investment Oversight Committee will be convened and will approve any portfolio duration outside of the range specified above. The effective duration of investments is listed in the preceding table.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 3. Cash and Investments (continued)

Interest Rate Risk (continued)

The externally managed portfolio totaled \$79,401,235 at September 30, 2016, and was invested for a weighted average term of approximately 1,191 days, as compared to a weighted average term of 1,210 days in fiscal year 2015. The County requires a minimum balance of short term investments. The portfolio shall maintain in liquid investments (defined as repurchase agreements purchased under the terms of the County's depository contract, open repurchase agreements, negotiable certificates of deposit, banker's acceptance, commercial paper, U.S. Treasury direct and agency obligations, money market funds, all having a maturity of 90 days or less, and SPIA) a minimum balance equal to one-twelfth of the current fiscal year's budgeted operating expenditures. The Board was in compliance with this requirement.

Foreign Currency Risk

The County contributes to the Florida Retirement System (FRS), the investments of which are administered by the State Board of Administration. The FRS's investment policy and exposure to foreign currency risk is disclosed in Note 3 of the State of Florida Comprehensive Annual Financial Report. A copy of this report is available at http://www.myfloridacfo.com/aadir/statewide_financial_reporting/index.htm.

Note 4. Fair Value Measurements

In February 2015, GASB issued GASB Statement No. 72. GASB 72 applicability related to the application of fair value is limited to assets and liabilities that are currently measured at fair value and certain investments that are not currently measured at fair value.

Florida PRIME currently meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost. Therefore, the County participant account balance is considered the fair value of the investment. Florida PRIME investment is exempt from the GASB 72 fair value hierarchy disclosures.

FLGIT reports based on the fair market values of the underlying securities. The County participant share investment in FLGIT is measured at net asset value per share. Investments measured at net asset value are not subject to fair value hierarchy level classification under GASB 72.

The fair value factor for SPIA at September 30, 2016 was 1.0121. SPIA funds are combined with State of Florida funds and are invested in a combination of short-term liquid instruments and intermediate term fixed income securities. SPIA is measured at net asset value per share. Investments measured at net asset value are not subject to fair value hierarchy level classification under GASB 72.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 4. Fair Value Measurements (continued)

Fair value measurement - The County categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset or liability. Level 1 inputs are quoted prices in active markets for identical assets or liabilities; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The following table summarizes the assets and liabilities of the County for which fair values are determined on a recurring basis as of September 30, 2016:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Fair Value
Asset Backed Security (Mortgage Backed) - Non US				
Agency Sponsored	\$ 0	\$ 7,209,448	\$ 0	\$ 7,209,448
Corporatate Bonds and Notes	0	18,433,061	0	18,433,061
US Agencies	0	21,886,767	0	21,886,767
US Government Obligations	24,371,759	0	0	24,371,759
Asset Backed Security (Mortgage Backed) - US				
Agency Sponsored	0	4,075,778	0	4,075,778
State and Local Obligations	0	1,299,142	0	1,299,142
Collateralized Mortgage Obligations	0	1,430,225	0	1,430,225
Investments at fair value	<u>\$ 24,371,759</u>	<u>\$54,334,421</u>	<u>\$ 0</u>	<u>\$78,706,180</u>

Note 5. Fixed Assets

A summary of changes in fixed assets and depreciation for the year ended September 30, 2016, follows:

	Beginning Balance	Additions	(Reductions)	Ending Balance
Governmental activities:				
Land	\$ 20,891,310	\$ 0	\$ 0	\$ 20,891,310
Improvements other than buildings	22,752,771	8,658,244	0	31,411,015
Buildings and improvements	217,147,119	0	0	217,147,119
Equipment	58,831,352	2,962,983	(1,703,765)	60,090,570
Construction in progress	15,619,697	1,923,077	(10,581,830)	6,960,944
Totals at historical cost	<u>\$ 335,242,249</u>	<u>\$ 13,544,304</u>	<u>\$(12,285,595)</u>	<u>\$ 336,500,958</u>

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 5. Fixed Assets (continued)

Depreciation on capital assets used in governmental activities is recorded in the county-wide financial statements of Leon County.

	Beginning Balance	Additions	(Reductions)	Ending Balance
Business type activities:				
Land	\$ 1,809,844	\$ 0	\$ 0	\$ 1,809,844
Buildings, improvements, and construction in progress	21,229,840	0	(1,031,546)	20,198,294
Equipment	<u>5,470,517</u>	<u>646,545</u>	<u>(730,345)</u>	<u>5,386,717</u>
Totals at historical cost	<u>28,510,201</u>	<u>646,545</u>	<u>(1,761,891)</u>	<u>27,394,855</u>
Less accumulated depreciation for:				
Buildings and improvements	(12,688,140)	(609,538)	0	(13,297,678)
Equipment	<u>(3,042,119)</u>	<u>(330,608)</u>	<u>456,493</u>	<u>(2,916,234)</u>
Total accumulated depreciation	<u>(15,730,259)</u>	<u>(940,146)</u>	<u>456,493</u>	<u>(16,213,912)</u>
	<u>\$ 12,779,942</u>	<u>\$ (293,601)</u>	<u>\$ (1,305,398)</u>	<u>\$ 11,180,943</u>

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 6. Long-Term Debt

A. A summary of changes in the long-term debt of the Board follows:

	Balance October 1, 2015	Additions	(Reductions)	Balance September 30, 2016	Due Within One Year
Long-Term Debt					
Special revenue debt:					
Capital Improvement Revenue Bonds, Series 2012A	\$ 8,267,000	\$ 0	\$ 0	\$ 8,267,000	\$ 0
Taxable Capital Improvement Revenue Bonds, Series 2012B	12,517,000	0	(166,000)	12,351,000	169,000
Capital Improvement Revenue Refunding Bonds, Series 2014	16,077,000	0	(126,000)	15,951,000	130,000
Capital Improvement Revenue Refunding Bonds, Series 2015	<u>13,692,000</u>	<u>0</u>	<u>(6,806,000)</u>	<u>6,886,000</u>	<u>6,886,000</u>
Total special revenue debt	<u>50,553,000</u>	<u>0</u>	<u>(7,098,000)</u>	<u>43,455,000</u>	<u>7,185,000</u>
Note payable	1,274,189	0	(437,541)	836,648	484,514
Liability for compensated absences	4,762,320	2,835,043	(2,692,812)	4,904,551	1,468,422
Other postemployment benefits	3,192,623	525,927	(105,749)	3,612,801	0
Arbitrage rebate liability	<u>25,000</u>	<u>0</u>	<u>0</u>	<u>25,000</u>	<u>0</u>
	<u>\$ 59,807,132</u>	<u>\$ 3,360,970</u>	<u>\$(10,334,102)</u>	<u>\$ 52,834,000</u>	<u>\$ 9,137,936</u>

Total interest costs incurred for general long-term debt by the Board, including bond issuance costs, for the year ended September 30, 2016, was \$1,028,177.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 6. Long-Term Debt (continued)

B. A summary of each special revenue debt obligation outstanding at September 30, 2016 is as follows:

	Outstanding at September 30, 2016
<p>\$8,267,000, Capital Improvement Revenue Bonds, Series 2012A, (i) to refund the County's Capital Improvement Revenue Bonds, Series 2003A of which \$7,965,000 was outstanding and maturing in the years 2018 through 2020, and (ii) to pay a portion of the costs of the acquisition of the Bank of America Building, and (iii) the construction of improvements to the Bank of America Building, and (iv) to finance improvements to the County's courthouse and parking garage. The economic gain resulting from the refunding was \$1,279,488. The bonds dated December 20, 2012, bear interest of 1.65% per annum. The interest on the bonds is payable on April 1 and October 1, beginning April 1, 2013. The bond principal matures serially on October 1 of each year for two years beginning October 1, 2019.</p>	<hr style="width: 100%; border: 1px solid black;"/> <p>\$ 8,267,000</p>
<p>\$12,956,000, Taxable Capital Improvement Revenue Bonds, Series 2012B, to, (i) refund the Capital Improvement Revenue Bonds, Series 2003B of which \$12,465,000 was currently outstanding and maturing in the years 2018 through 2019, and (ii) pay a portion of the costs of the acquisition of the Bank of America Building, and (iii) pay capitalized interest and issuance costs on the Series 2012B bonds, and (iii) pay bond issuance costs. The economic gain resulting from the refunding was \$1,405,034. The bonds dated December 20, 2012 and bear interest of 2.22% per annum. The interest on the bonds is payable on April 1 and October 1, beginning April 1, 2013. The bond principal matures serially on October 1 of each year through the final maturity of October 1, 2019.</p>	<p>12,351,000</p>
<p>\$16,200,000 Capital Improvement Revenue Refunding Bonds, Series 2014, (i) refund a portion of the Capital Improvement Revenue Bonds, Series 2005 of which \$41,415,000 was currently outstanding and maturing in the years 2021 through 2025, and (ii) pay issuance costs on the Series 2014 bonds. The economic gain resulting from the refunding was \$1,695,208. The bonds dated July 23, 2014 and bear interest of 2.69% per annum. The interest on the bonds is payable on April 1 and October 1, beginning October 1, 2014. The bond principal matures serially on October 1 of each year through the final maturity of October 1, 2025.</p>	<p>15,951,000</p>

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 6. Long-Term Debt (continued)

**Outstanding at
September 30,
2016**

\$13,692,000 Capital Improvement Revenue Refunding Bonds, Series 2015, (i) refund the remaining portion of the Capital Improvement Revenue Bonds, Series 2005 of which \$20,040,000 was currently outstanding and maturing in the years 2021 through 2025, and (ii) pay issuance costs on the Series 2015 bonds. The economic gain resulting from the refunding was \$585,711. The bonds dated July 31, 2015 and bear interest of 0.83% per annum. The interest on the bonds is payable on April 1 and October 1, beginning April 1, 2016. The bond principal matures serially on October 1 of each year through the final maturity of October 1, 2017.

6,886,000

The Capital Improvement Revenue Bonds, Series 2012A, the Capital Improvement Revenue Refunding Bonds, Series 2014 and 2015, and Taxable Capital Improvement Revenue Bonds, Series 2012B are parity bonds payable from and secured by a lien upon certain non-ad valorem revenue. The pledged revenues include the Local Government Half-Cent Sales Tax, Guaranteed Entitlement, Second Guaranteed Entitlement, and additional State Revenue Sharing Funds (less the Guaranteed Entitlement and the Second Guaranteed Entitlement).

Total Special Revenue Bond Obligations

\$ 43,455,000

Note Payable:

SunTrust Equipment Finance & Leasing Corp

On November 18, 2005, the Board borrowed \$4,466,238, (including \$3,986,522 tax exempt, and \$479,686 taxable), under provision of Section 489.145 Florida Statutes. Interest rates are 3.74% and 5.85% for the tax exempt and taxable portion, respectively. The proceeds were used to purchase energy savings equipment. The taxable portion matured on May 18, 2008, and the tax-exempt portion matures on May 18, 2018.

\$ 836,648

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 6. Long-Term Debt (continued)

C. A Schedule of Debt Service Requirements, including principal and interest, is as follows:

	Year ending September 30,				
	2017	2018	2019	2020	2021
Capital Improvement Revenue Refunding Bonds, Series 2015	\$ 6,943,154	\$ 0	\$ 0	\$ 0	\$ 0
Capital Improvement Revenue Bonds, Series 2012A	136,406	136,406	1,441,406	7,076,872	0
Taxable Capital Improvement Revenue Bonds, Series 2012B	443,192	6,938,440	5,636,411	0	0
Capital Improvement Revenue Refunding Bonds, Series 2014	559,082	558,585	559,007	558,322	3,333,556
Note payable	484,514	484,514	0	0	0
Total Debt Service	<u>\$ 8,566,348</u>	<u>\$ 8,117,945</u>	<u>\$ 7,636,824</u>	<u>\$ 7,635,194</u>	<u>\$ 3,333,556</u>

	2022-2025	Total Payments	Less Interest	Principal
Capital Improvement Revenue Refunding Bonds, Series 2015	\$ 0	\$ 6,943,154	\$ 57,154	\$ 6,886,000
Capital Improvement Revenue Bonds, Series 2012A	0	8,791,090	524,090	8,267,000
Taxable Capital Improvement Revenue Bonds, Series 2012B	0	13,018,043	667,043	12,351,000
Capital Improvement Revenue Refunding Bonds, Series 2014	13,343,223	18,911,775	2,960,775	15,951,000
Note payable	0	969,028	132,380	836,648
Total Debt Service	<u>\$ 13,343,223</u>	<u>\$ 48,633,090</u>	<u>\$ 4,341,442</u>	<u>\$ 44,291,648</u>

D. Refunded Obligations

The Board has refunded certain obligations by placing amounts into an escrow account which will be invested so that the accumulated investment and interest earnings will be sufficient to pay the remaining principal and interest on the refunding obligations as they become due. The refunded obligations are not shown as liabilities of the Board; however, the escrow agreement states that in the unlikely event that the accumulated funds in the escrow accounts are insufficient to meet the required debt service payments, the Board would be required to fund any deficiency.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 7. Employees' Retirement Plan

GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, is effective for all fiscal years beginning after June 15, 2014. This Statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures. For defined benefit pensions, this Statement identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. As described in Note 1, the financial statements of the Board are fund statements considered to be special-purpose financial statements consistent with accounting practices by the Auditor General, State of Florida. Accordingly, the net pension liability is included at county-wide financial statement level rather than in these Special-Purpose Financial Statements

All full-time employees of the Board are eligible to participate in the Florida Retirement System (FRS). The FRS includes various plans and programs, including a defined benefit pension plan (Pension Plan), which is primarily a cost-sharing, multiple-employer defined benefit public-employee pension plan. Information as to benefits, contribution rates, and vesting requirements by membership category is provided in the county-wide financial statements of Leon County, Florida. Contributions and benefits are established in Section 121.71, *Florida Statutes*.

Participating employer contributions are based upon actuarially determined blended rates established by the State Legislature that are expressed as percentages of annual covered payroll and are adequate to accumulate sufficient assets to pay benefits when due. Prior to July 1, 2011, the FRS was employee noncontributory. Beginning July 1, 2011, employees who are not participating in the Deferred Retirement Option Plan are required to contribute 3% of their salary to the FRS.

The Board also participates in the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing, multiple-employer defined benefit pension plan established under Section 112.363, *Florida Statutes*. The benefit is a monthly cash payment to assist retirees of state-administered retirement systems in paying their health insurance costs. Additional information regarding benefits is provided in the county-wide financial statements of Leon County, Florida.

The HIS Program is funded by required contributions from FRS participating employers as set by the State Legislature. Employer contributions are a percentage of gross compensation for all active FRS employees and are reported by employers with monthly payroll reports and included with the amount submitted for retirement contributions. For the fiscal year ended September 30, 2016, the contribution rate was 1.66% of payroll pursuant to Section 112.363, *Florida Statutes*.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 7. Employees' Retirement Plan (continued)

The total employer retirement contributions for the fiscal years ended September 30, 2016, 2015, and 2014 were \$4,178,390, \$3,895,120, and \$3,527,043, respectively, which is equal to the required contribution for each year.

The Pension Plan and the HIS Program are administered by the State of Florida Department of Management Services, Division of Retirement. The Division of Retirement issues a publicly available FRS Annual Report that includes financial statements and required supplementary information for the Pension Plan and HIS Program. That report may be obtained by writing to the Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32315-9000, or by calling 850-488-5706.

Note 8. Other Postemployment Benefits

Plan Description

The Board participates in an agent multiple-employer plan administered by Leon County, Florida (the County) under which qualified retired employees are permitted to participate in the health and life insurance benefits program (the Program). The health insurance benefits portion of the Program is considered by the County's insurance provider to be community-rated and, therefore, no Other Postemployment Benefit (OPEB) obligation is calculated for healthcare. The Program may be amended by the Board. A stand alone financial report is not issued for the Program.

Funding Policy

Retired employees and their spouses for their lifetime are eligible for continuation of the benefits offered to active employees and are responsible for paying the required premium contributions.

Annual OPEB Cost and Net OPEB Obligation

As described in Note 1, the Board consists of elected Constitutional Officers of the County. The annual OPEB obligation of Constitutional Officers is recognized in the county-wide financial statements of the County and the obligation associated with each Constitutional Officer is disclosed within the notes of their respective financial statements. The County's OPEB obligation is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance with the guidance provided by Governmental Accounting Standards Number 45, "Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions."

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 8. Other Postemployment Benefits (continued)

The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years. The following table shows the Board's share of the County's annual OPEB cost, its actual contributions and changes in the Board's share of the County's net OPEB obligation:

Normal cost (service cost for one year)	\$ 199,114
Amortization of unfunded actuarial accrued liability	306,585
Interest on normal cost and amortization	<u>20,228</u>
Annual required contribution	525,927
Interest on net OPEB obligation	127,705
Adjustment to annual required contribution	<u>(177,528)</u>
Annual OPEB cost	476,104
Contributions made	<u>(55,926)</u>
Increase in net OPEB obligation	420,178
Net OPEB obligation at beginning of year	<u>3,192,623</u>
Net OPEB obligation at end of year	<u><u>\$ 3,612,801</u></u>

The Board's share of the County's OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for fiscal year 2016 and the preceding two years is as follows:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Amount Contributed</u>	<u>Percentage of Annual OPEB Cost Contribution</u>	<u>Net OPEB Obligation</u>
September 30, 2016	\$ 476,104	\$ 55,926	12%	\$ 3,612,801
September 30, 2015	\$ 482,865	\$ 49,597	10%	\$ 3,192,623
September 30, 2014	\$ 510,666	\$ 58,372	11%	\$ 2,759,355

Funded Status and Funding Progress

As of September 30, 2016, the Board's share of the actuarial accrued liability for benefits recognized in the County's financial statements was \$5,513,540, all of which was unfunded. The Board's covered payroll (annual payroll of active employees covered by the plan) was \$36,310,827. The ratio of the Board's actuarial accrued liability to the Board's covered payroll was 15% at September 30, 2016.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 8. Other Postemployment Benefits (continued)

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

Actuarial Methods and Assumptions

Projection of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of the valuation. The actuarial calculations reflect a long-term perspective and the actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

For the October 1, 2014 actuarial valuation, the projected unit credit method of funding was used. The objective under that method is to fund each participant's benefits under the plan as they would accrue, taking into consideration the plan's benefit allocation formula. Thus, the total benefit value each participant is expected to become entitled to is broken down into units, each associated with a year of past or future credited service.

The actuarial assumptions included a 4% rate of return based on the estimated long-term investments that are expected to be used to finance the payment of the benefits. In addition, the actuarial assumptions included a 3% salary growth rate. The unfunded actuarial liability is being amortized as a level of percentage of projected payroll on an open basis. The remaining amortization period at September 30, 2016, was 30 years.

Note 9. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; error and omissions; injuries to employees; and natural disasters. The following is a summary of the County's coverage and exposure relating to the various risks of loss retained as of September 30, 2016.

General Liability

Effective December 15, 2012 the Board purchased commercial insurance for general liabilities from OneBeacon. The Board maintains a \$10,000 deductible with the insurance carrier.

The actuarially determined liability determined below reflects open claims associated with these carriers.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 9. Risk Management (continued)

General Liability (continued)

Changes in the Board’s claim liability amount were as follows:

	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claims Payments	Balance at Fiscal Year End
September 30, 2016	\$ 9,695	\$ 275,395	\$ 0	\$ 285,090
September 30, 2015	\$ 10,281	\$ (586)	\$ 0	\$ 9,695

The claims liability of \$285,090 includes an actuarial valuation for incurred but not reported claims of \$20,000.

Workers' Compensation

The Board maintains a self-insurance Internal Service Fund (the Fund) to account for insurance activities relating to workers' compensation, which is administered by a third-party administrator, Preferred Governmental Claims Solutions. Under this program, the Board absorbs losses up to a maximum of \$500,000 for each claim. At September 30, 2016, the Board had \$92,603 deposited with the third-party administrator for use against future claims. The Board purchases commercial insurance for claims in excess of coverage provided by the Fund. Settled claims have not exceeded the retention level for this commercial coverage in the current year and any of the past five years.

All funds of the Board participate in this program and make payments to the Insurance Service Fund based on payroll exposure in the amounts needed to pay prior and current year claims and to establish a reserve for catastrophic losses. Net position of the Self Insurance Fund is reserved for anticipated future catastrophic losses pursuant to County policy and GASB Statement No. 10.

The actuarially-determined claims liability for workers' compensation of \$3,773,824, which includes incurred but not reported claims of \$2,465,006, reported in the Fund at September 30, 2016 is based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 9. Risk Management (continued)

Workers' Compensation (continued)

Changes in the Fund's claims liability amount were as follows:

	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claims Payments	Balance at Fiscal Year End
September 30, 2016	\$ 3,665,220	\$ 1,158,604	\$ (1,050,000)	\$ 3,773,824
September 30, 2015	\$ 2,781,151	\$ 1,847,069	\$ (963,000)	\$ 3,665,220

Automobile Liability

The Board purchases commercial coverage for automobile liability insurance through the same provider of its general liability insurance. All vehicles are covered for physical damage with a \$1,000 deductible and for liability with a \$10,000 deductible.

All funds of the Board participate in this program and pay premiums to the Insurance Service Fund based on the vehicles used by their personnel. Changes in the Fund's claims liability were as follows:

	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claims Payments	Balance at Fiscal Year End
September 30, 2016	\$ 4,847	\$ 20,794	\$ 0	\$ 25,641
September 30, 2015	\$ 5,140	\$ (293)	\$ 0	\$ 4,847

The claims liability of \$25,641 includes an actuarial valuation for incurred but not reported claims of \$15,000.

Note 10. Leases

In June 2003, the Board purchased the Bank of America building. There are several noncancellable operating lease agreements for the rental of its building. The lease agreements provide for monthly rentals, which escalate over the lease terms and expire on various dates.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 10. Leases (continued)

Minimum future rentals to be collected under the terms of the lease agreements as of September 30, 2016, are as follows:

<u>Year ending September 30,</u>	<u>Amount</u>
2017	\$ 815,353
2018	478,668
2019	468,908
2020	461,423
2021	416,648
Thereafter	<u>206,943</u>
	<u><u>\$ 2,847,943</u></u>

In October 2009, the Board purchased the Lake Jackson Oaks Huntington Property. There are several noncancellable operating lease agreements for the rental of its building. The lease agreements provide for monthly rentals, which escalate over the lease terms and expire on various dates. Minimum future rentals to be collected under the terms of the lease agreements as of September 30, 2016, are as follows:

<u>Year ending September 30,</u>	<u>Amount</u>
2017	\$ 70,115
2018	<u>9,722</u>
	<u><u>\$ 79,837</u></u>

Note 11. Other Required Individual Fund Disclosures

Interfund balances in the Governmental Funds primarily represent repayments due from other funds responsible for particular expenditures to the funds that initially paid for them. Interfund balances are due and payable within one year.

Interfund receivable and payable balances at September 30, 2016, are as follows:

<u>Fund</u>	<u>Interfund Receivable</u>	<u>Interfund Payable</u>
General Fund	\$ 1,257,230	\$ 252,613
Nonmajor Governmental Funds	0	6,953
Internal Service Funds	0	79,812
Agency Fund	0	917,852
	<u><u>\$ 1,257,230</u></u>	<u><u>\$ 1,257,230</u></u>

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 11. Other Required Individual Fund Disclosures (continued)

Each fund has a discrete purpose. However, often, there is a need for one fund to support a portion of another fund's activities. To accomplish this, monies are moved between funds through a process called interfund transfers. Interfund Transfers for the year ended September 30, 2016, consisted of the following:

Transfers to the General Fund from:	
Fine & Forfeiture Fund	\$ 1,900,000
Special Assessment Paving Fund	<u>209,976</u>
Total Transfers to the General Fund	<u>2,109,976</u>
Transfers to the Fire Rescue Service Fund from:	
Nonmajor Governmental Funds	<u>1,224,459</u>
Total Transfers to the Fire Rescue Service Fund	<u>1,224,459</u>
Transfers to the Grants Fund from:	
General Fund	746,693
Nonmajor Governmental Funds	<u>28,519</u>
Total Transfers to the Grants Fund	<u>775,212</u>
Transfers to the Capital Improvement Fund from:	
General Fund	13,135,000
Nonmajor Governmental Funds	<u>3,756,000</u>
Total Transfers to the Capital Improvement Fund	<u>16,891,000</u>
Transfers to the Nonmajor Governmental Funds:	
General Fund	14,711,173
Fine & Forfeiture Fund	120,000
Other Nonmajor Funds	<u>8,943,856</u>
Total Transfers to the Nonmajor Governmental Funds	<u>23,775,029</u>
Total Transfers to Governmental Funds	<u>44,775,676</u>
Transfers to the Enterprise Fund from:	
General Fund	<u>582,191</u>
Total Transfers to Enterprise Funds	<u>582,191</u>
Total Interfund Transfers	<u>\$ 45,357,867</u>

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 12. Closure and Post-closure Care Cost

State and federal laws and regulations require the Board to place a final cover on each of its landfill cells when it stops accepting waste and to perform certain maintenance and monitoring functions on each cell for thirty years after closure. Although closure and post-closure care costs will be paid only near or after the date that the landfill stops accepting waste, the Board reports a portion of these costs as an operating expense in each period based on landfill capacity used as of each balance sheet date. The \$13,789,224 reported as landfill closure and post-closure care liability at September 30, 2016, represents the cumulative amount reported to date based on the use of 100% of the estimated capacity of the landfill cells placed in use. These amounts are based on what it would cost to perform closure and post-closure care in 2016 on those cells placed in use. Actual costs may be higher due to inflation, changes in technology, or changes in regulations. The landfill is no longer accepting Class I waste, however it is still accepting residuals from a Class III materials recovery facility and recovered screened materials. Since the landfill is permitted as a single permit, until the entire landfill is closed the Board cannot begin to perform closure and post-closure care.

The Board is required by state and federal laws to make annual contributions to an escrow account to finance a minimum of all closure costs. The Board is in compliance with those minimum requirements, and at September 30, 2016, held investments in the amount of \$7,788,125 for these purposes that are reported as restricted assets on the balance sheet. The Board expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or additional post-closure care requirements are determined; these costs may need to be covered by charges to future landfill users or from future tax revenue.

Net income of the landfill fund is accumulated in a reserve for rate stabilization. The fund reported a reserve balance of \$2,730,708 at September 30, 2016. The intent of this reserve is to allow for consistent usage fee charges, construction or acquisition of landfill assets and accumulation of closure and post-closure costs. Because funding for closure and post-closure costs associated with unused capacity of landfill cells is to be derived from future usage fees, the rate stabilization reserve does not represent liquid assets available for that purpose.

Note 13. Commitments and Contingencies

A. Contract commitments:

Grants

The Board is currently receiving, and has received in the past, grants which are subject to special compliance audits by the grantor agency that may result in disallowed expense amounts. Such amounts, if any, constitute a contingent liability of the Board. Accordingly, such liabilities are not reflected within the financial statements.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 13. Commitments and Contingencies (continued)

Long-Term Construction Projects

The Board is committed to various material long-term construction projects at September 30, 2016. These commitments have been included in the 2015-2016 fiscal year budget and the five-year Capital Improvement Program and certain amounts have been reserved in the capital projects fund. Current contracts outstanding as of the report date approximate \$2.9 million.

B. Potential liabilities resulting from litigation:

The Board is a defendant in various lawsuits arising from the normal course of operations. The outcome of these lawsuits is not presently determinable.

On October 1, 2012, the CDA was formed as a separate legal entity by virtue of an Interlocal Agreement between Leon County, Florida, the City of Tallahassee, and the Leon County Sheriff's Office. Subsequent to the CDA's formation and during the course of the CDA providing dispatch services, there have been occasions which have given rise to certain claims and litigation against the CDA itself. At no time has Leon County or the City of Tallahassee been named as a Party Defendant to any of the litigation. To the extent that any Plaintiff or Claimant in this litigation is able to prevail in their claims against the CDA, obtain a Final Judgment against the CDA, it could be covered by the CDA's general liability insurance and would be subject to the statutory mandates of sovereign immunity contained in Florida Statutes, Section 768.28. Thus, should a money judgment be obtained against the CDA, and to the extent it exceeds or is not covered by the CDA's insurance, and to the extent it exceeds the sovereign immunity caps under Section 768.28, and to the extent that the successful Plaintiff seeks a further waiver of the sovereign immunity cap by virtue of filing a Claims Bill in the Florida Legislature, and to the extent that in some year in the future the Florida Legislature actually approves such a Claims Bill, and to the extent that such a Claims Bill requires payment from the CDA which exceeds its existing budgeted funds, then the CDA may seek financial contribution from Leon County and the City of Tallahassee, which the City and the County are not legally obligated to appropriate. Then, to the extent that Leon County and/or the City of Tallahassee chooses to budget and appropriate funds to the CDA to cover the costs set forth in any Claims Bill which is directed to the CDA, then, and only then, would there be a potential financial impact to Leon County and/or the City of Tallahassee.

During the past fiscal/calendar year, two "claims" were settled by the CDA. In one of those "claims", the City and the County agreed to voluntarily contribute to the settlement by paying "claims" against the City and the County.

The first matter was a "claim" by the Estate of a county citizen and an FSU Law School Professor that was shot and killed at his home. Two persons have been arrested and prosecutions are now pending. The Estate filed a "claim" against the CDA alleging improper dispatch of the EMS. The "claim" was settled by the CDA's insurance carrier for \$40,000, without any contribution by the County (or City).

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2016

Note 13. Commitments and Contingencies (continued)

The other matter involved the unfortunate death of a LCSO deputy during a call for assistance. The deputy's Estate filed a lawsuit against the CDA seeking damages for negligence. The Estate also filed "claims" against the City and the County. In December the insurance carrier for the CDA agreed to pay \$950,000 toward a full settlement, and the City and County each authorized payments of \$200,000 each. The settlement is conditioned upon approval by the Circuit Court which is pending.

C. Encumbrances:

Encumbrances represent commitments related to unperformed contracts for goods or services. They do not constitute expenditures or liabilities. The commitments will be honored in the subsequent year. The Board had no reserved encumbrances as of September 30, 2016.

Note 14. Subsequent Event

Subsequent to emergency response efforts pertaining to Hurricane Hermine, which struck Tallahassee on September 2, 2016, Leon County staff presented the Board an after action report to the Leon County Commission on December 13, 2016. One of the recommendations made in the report was to return emergency management functions from the Sheriff's Department back to the Board of County Commissioners, and have these functions report to the County Administrator. The Board ratified this action at their January 24, 2017 meeting.

Effective April 1, 2017, Emergency Management will transfer from a function of the Leon County Sheriff to a function of the Board of County Commissioners. In essence, eight staff members associated with E-911 and Emergency Management will now report to County Administration. E-911 functions will still be funded by dedicated E-911 revenue and grants associated with Emergency Management, which will be transferred from the Sheriff to the Board of County Commissioners. The County has evaluated subsequent events through April 10, 2017, the date the financial statements were available to be issued.

Other Schedules

**Board of County Commissioners
Leon County, Florida**

**Schedule of Receipts and Expenditures of
Funds Related to the Deepwater Horizon Oil Spill**

Year Ended September 30, 2016

<u>Source</u>	<u>Amount Received during the 2015-16 Fiscal Year</u>	<u>Amount Expended during the 2015-16 Fiscal Year</u>
British Petroleum:		
Agreement No. 134036	\$ -	\$40,000

Note: This schedule does not include funds related to the Deepwater Horizon Oil Spill that are considered Federal awards or State financial assistance. Leon County, Florida did not receive or expend any Federal awards or State financial assistance related to the Deepwater Horizon Oil Spill.

See independent auditors' report.

Other Reports

Independent Auditors' Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Special-Purpose Financial
Statements Performed in Accordance with *Government Auditing Standards*

September 30, 2016

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Special-Purpose Financial Statements Performed in Accordance with *Government Auditing Standards*

The Honorable Board of County Commissioners
Leon County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Board of County Commissioners of Leon County, Florida (the Board), which comprise the statement of financial position as of September 30, 2016, and the related notes to the financial statements, which collectively comprise the Board's basic financial statements, and have issued our report thereon dated April 10, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the special-purpose final statements, we considered the Board's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the special-purpose financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, we do not express an opinion on the effectiveness of the Board's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's special-purpose financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The Honorable Board of County Commissioners
Leon County, Florida
Page Two

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Board's special-purpose financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying *Schedule of Findings and Questioned Costs* as Finding 2016-006.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Board's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Board's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

We have issued a management letter to the Board of County Commissioners of Leon County, Florida dated April 10, 2017, presenting certain required disclosures and comments pursuant to the *Rules of the Auditor General*, Chapter 10.550.



Thomas Howell Ferguson P.A.
Tallahassee, Florida
April 10, 2017



Law, Redd, Crona & Munroe P.A.
Tallahassee, Florida

Independent Accountants' Report on Compliance with Section 218.415,
Florida Statutes, Local Government Investment Policies
September 30, 2016

Independent Accountants' Report on Compliance with
Section 218.415, *Florida Statutes*, Local Government Investment Policies

The Honorable Board of County Commissioners
Leon County, Florida

We have examined the Board of County Commissioners of Leon County, Florida's (the Board) compliance with local government investment policies provided in Chapter 218.415, *Florida Statutes*, during the year ended September 30, 2016. Management is responsible for the Board's compliance with those requirements. Our responsibility is to express an opinion on the Board's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Board's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Board's compliance with specified requirements.

In our opinion, the Board complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2016.

This report is intended solely for the information and use of the Board of County Commissioners of Leon County, Florida and the Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.



Thomas Howell Ferguson P.A.
Tallahassee, Florida
April 10, 2017

Law, Redd, Crona & Munroe P.A.
Tallahassee, Florida

Management Letter
September 30, 2016

Management Letter

The Honorable Board of County Commissioners
Leon County, Florida

Report on the Financial Statements

We have audited the special-purpose financial statements of the Board of County Commissioners of Leon County, Florida (the Board), as of and for the fiscal year ended September 30, 2016, and have issued our report thereon dated April 10, 2017.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, *Rules of the Auditor General*.

Other Reports and Schedules

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Special-Purpose Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, Section 601, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated April 10, 2017, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address finding and recommendations in the preceding annual financial report.

The Honorable Board of County Commissioners
Leon County, Florida
Page Two

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The name or official title and legal authority for the primary government and each component unit of the reporting entity are disclosed in Note 1 of the Notes to the Special-Purpose Financial Statements. The Leon County Housing Finance Authority, a component unit of Leon County, was authorized pursuant to Chapter 159, Part IV, of the *Florida Statutes* and was created by Leon County Ordinance 80-39.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. The following recommendations were made.

2016-001 Bank reconciliations

Bank reconciliations during the fiscal year audited were not performed timely, and certain cash receipts were not deposited timely. The reconciliations should be performed and any issues identified in the process resolved in a timely manner. Performance of bank reconciliations, including timely disposition of differences, is a key control over the cash receipt and disbursement functions. By not timely identifying and resolving these differences, recorded balances in the general ledger may be incorrect and certain internal controls over the cash receipts and disbursements processes may be ineffective. Reconciling the bank account in a timely manner will allow reconciling items to be addressed more quickly, which will increase the likelihood of early detection and resolution of issues, should they arise. We recommend the Board fill vacant positions to help ensure that bank reconciliations are performed timely.

Management's response:

Due to an unprecedented amount of turn over within Finance during the last year, in addition to the existence of four vacancies in key positions including the bank reconciler, reconciliations were delayed. The four vacancies are currently in the process of being filled and the four Finance managers appointed within the last six month are gaining organizational efficiency and knowledge of their roles daily. Timeliness issue will not be a concern with the completion of these actions.

The Honorable Board of County Commissioners
Leon County, Florida
Page Three

2016-002 – IT Controls

Our inspection of user access rights identified twelve Banner (the BOCC's general ledger system) users had combinations of Banner classes and forms allowing the ability to update employee positions, to update employee data and to run employee payroll. MIS Division personnel removed access permissions of three of the twelve users to human resource and payroll supervisor classes and determined that the remaining users' access was appropriate. However, the existence of unnecessary user access rights demonstrates the need for improved monitoring of Banner access rights. We also noted that Banner user accounts still existed for two terminated employees. Although the two former employees had been removed from network access, the risk that their Banner accounts could be accessed and misused by other employees with access to the Board network still exists.

Mitigating controls such as user controls, reconciliation procedures, and monitoring of user access by Finance and Human Resource offices exist to minimize the risk of undetected and unauthorized update activity. Access management duties are also separated in that the MIS Division adds and disables users and the Treasury Manager assigns the classes and forms.

We are aware that the BOCC plans to make significant upgrades to the Banner system that will include improvements to Banner access controls. Plans include rebuilding Banner access based on newly developed access roles and developing additional Banner access monitoring reports. We recommend that the Banner upgrade of improvements to granting, removing and monitoring access rights be a high priority in the upcoming fiscal year.

Management's response:

The Banner upgrade including the rebuild of access rights is a top priority of management. The Office of Information and Technology is currently working with Banner leadership in order to confirm the implementation calendar. The Banner upgrade is expected to be underway by this summer.

2016-003 – Duplicate invoice

The existence of a duplicate vendor payment was identified through our tests of vendor payments and discussions with management. The duplicate payment was not detected due to override of a system control that prevents duplicate invoice numbers from being entered. Due to this condition, management inspected all invoices processed by the employee that overrode the control during a 5 month period and also evaluated all accounts payable transactions for evidence of other duplicate invoices paid for that period. Those procedures performed by management identified no additional duplicate payments. To correct the this deficiency in controls over vendor payments management retrained both Disbursement and General Accounting staff on procedures for auditing invoices, re-implemented the policy of printing, reviewing, and signing

The Honorable Board of County Commissioners
Leon County, Florida
Page Four

off on the Open/Pending Invoices Report and requested an automated work flow queue to be included with the implementation of the new financial software Banner 9.0. Management is also developing a consistent naming convention for payment requests that do not include a vendor provided invoice number. We recommend the Board and the County's internal audit department continue to perform monitoring over this process and that training be provided to accounts payable personnel regarding the newly implemented procedures. We recommend the Board implement a timely review process to detect any overrides of the newly implemented system controls.

Management's response:

The implementation of the Banner upgrade will greatly decrease the possibility of a duplicate payment being processed, even in instances such as this \$37.09 payment which is routinely processed on separate invoices more than once in any given month. The current paper driven disbursements process does not afford the level of control and automation that the soon to be implemented electronic workflow will provide. Again, implementation of the Banner upgrade is expected to be underway by this summer.

2016-004 – Purchase Card Policies and Procedures

The use of Purchase Cards (P-cards) has become a convenient and efficient approach for making budgeted purchases. As a result, the volume of P-card transactions continues to increase each year. Our tests of controls and application of P-card policies identified several instances where controls could be strengthened. Such instances relate primarily to travel expenses paid with a P-Card, account coding for P-Card purchases, and inclusion of all necessary documentation supporting the P-Card transaction. We recommend that P-Card policies be reevaluated to ensure supporting documentation demonstrates proper calculation, coding and approval of travel related expenses. We also recommend that annual training be provided to employees regarding use and approval of the P-Card transactions. Use of the P-Card privileges should be suspended if approved policies are not followed.

Management's response:

Management is currently reviewing the P-Card policy as well as considering the implementation of an automated P-Card module. In addition, enhancements to the current records management system have been implemented allowing immediate identification of any P-Card transaction that is not supported by appropriate documentation.

2016-005 – Adjustment for the Magnolia Drive Multi-Use Trail

While performing single audit procedures on the Magnolia Drive Multi-Use Trail, we noted that current year expenditures, revenue, and accounts receivable were understated. Funding for this program is provided by the Florida Department of Transportation, the City of Tallahassee, and Blueprint 2000. The expenditures shown on the Schedule of Federal Awards and State Financial Assistance were determined from a formula based on the total funding provided from the Florida Department of Transportation divided by the total funding to be provided from all three funding sources times the total expenditures incurred for the project as of September 30, 2016. The methodology utilized for accounting for current year expenditures and amounts recorded as revenue and accounts receivable did not accurately reflect the appropriate amounts which were attributable to federal funding received from the Florida Department of Transportation. As a result, an adjustment was made to increase revenue by \$304,467; reverse deferred revenue of \$87,330; and record accounts receivable in the amount of \$217,137. This entry also resulted in an increase in expenditures from \$194,041 to \$498,508 on the Schedule of Federal Awards and State Financial Assistance. We recommend that in complex funding situations such as this, the methodology utilized for reporting expenditures on the Schedule of Federal Awards and State Financial Assistance should be carefully assessed to ensure that expenditures related to federal funding are appropriately reported.

Management's response:

We agree with the recommendation. All projects that are comprised of multiple funding sources should be closely monitored in order to ensure proper allocation of expenditures to the appropriate funding sources. Management will work with project managers to incorporate stronger expenditure tracking processes and procedures.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

The Board's responses to the Management Letter findings identified in our audit are included in this letter. We did not audit the Board's responses and accordingly we express no opinion on the responses.

The Honorable Board of County Commissioners
Leon County, Florida
Page Six

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of County Commissioners of Leon County, Florida and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



Thomas Howell Ferguson P.A.
Tallahassee, Florida
April 10, 2017

Law, Redd, Crona & Munroe, P.A.
Tallahassee, Florida

Management Letter

The Honorable Board of County Commissioners
Leon County, Florida

Report on the Financial Statements

We have audited the special-purpose financial statements of the Board of County Commissioners of Leon County, Florida (the Board), as of and for the fiscal year ended September 30, 2016, and have issued our report thereon dated April 10, 2017.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, *Rules of the Auditor General*.

Other Reports and Schedules

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Special-Purpose Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, Section 601, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated April 10, 2017, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address finding and recommendations in the preceding annual financial report.

The Honorable Board of County Commissioners
Leon County, Florida
Page Two

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The name or official title and legal authority for the primary government and each component unit of the reporting entity are disclosed in Note 1 of the Notes to the Special-Purpose Financial Statements. The Leon County Housing Finance Authority, a component unit of Leon County, was authorized pursuant to Chapter 159, Part IV, of the *Florida Statutes* and was created by Leon County Ordinance 80-39.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. The following recommendations were made.

2016-001 Bank reconciliations

Bank reconciliations during the fiscal year audited were not performed timely, and certain cash receipts were not deposited timely. The reconciliations should be performed and any issues identified in the process resolved in a timely manner. Performance of bank reconciliations, including timely disposition of differences, is a key control over the cash receipt and disbursement functions. By not timely identifying and resolving these differences, recorded balances in the general ledger may be incorrect and certain internal controls over the cash receipts and disbursements processes may be ineffective. Reconciling the bank account in a timely manner will allow reconciling items to be addressed more quickly, which will increase the likelihood of early detection and resolution of issues, should they arise. We recommend the Board fill vacant positions to help ensure that bank reconciliations are performed timely.

Management's response:

Due to an unprecedented amount of turn over within Finance during the last year, in addition to the existence of four vacancies in key positions including the bank reconciler, reconciliations were delayed. The four vacancies are currently in the process of being filled and the four Finance managers appointed within the last six month are gaining organizational efficiency and knowledge of their roles daily. Timeliness issue will not be a concern with the completion of these actions.

The Honorable Board of County Commissioners
Leon County, Florida
Page Three

2016-002 – IT Controls

Our inspection of user access rights identified twelve Banner (the BOCC's general ledger system) users had combinations of Banner classes and forms allowing the ability to update employee positions, to update employee data and to run employee payroll. MIS Division personnel removed access permissions of three of the twelve users to human resource and payroll supervisor classes and determined that the remaining users' access was appropriate. However, the existence of unnecessary user access rights demonstrates the need for improved monitoring of Banner access rights. We also noted that Banner user accounts still existed for two terminated employees. Although the two former employees had been removed from network access, the risk that their Banner accounts could be accessed and misused by other employees with access to the Board network still exists.

Mitigating controls such as user controls, reconciliation procedures, and monitoring of user access by Finance and Human Resource offices exist to minimize the risk of undetected and unauthorized update activity. Access management duties are also separated in that the MIS Division adds and disables users and the Treasury Manager assigns the classes and forms.

We are aware that the BOCC plans to make significant upgrades to the Banner system that will include improvements to Banner access controls. Plans include rebuilding Banner access based on newly developed access roles and developing additional Banner access monitoring reports. We recommend that the Banner upgrade of improvements to granting, removing and monitoring access rights be a high priority in the upcoming fiscal year.

Management's response:

The Banner upgrade including the rebuild of access rights is a top priority of management. The Office of Information and Technology is currently working with Banner leadership in order to confirm the implementation calendar. The Banner upgrade is expected to be underway by this summer.

2016-003 – Duplicate invoice

The existence of a duplicate vendor payment was identified through our tests of vendor payments and discussions with management. The duplicate payment was not detected due to override of a system control that prevents duplicate invoice numbers from being entered. Due to this condition, management inspected all invoices processed by the employee that overrode the control during a 5 month period and also evaluated all accounts payable transactions for evidence of other duplicate invoices paid for that period. Those procedures performed by management identified no additional duplicate payments. To correct the this deficiency in controls over vendor payments management retrained both Disbursement and General Accounting staff on procedures for auditing invoices, re-implemented the policy of printing, reviewing, and signing

The Honorable Board of County Commissioners
Leon County, Florida
Page Four

off on the Open/Pending Invoices Report and requested an automated work flow queue to be included with the implementation of the new financial software Banner 9.0. Management is also developing a consistent naming convention for payment requests that do not include a vendor provided invoice number. We recommend the Board and the County's internal audit department continue to perform monitoring over this process and that training be provided to accounts payable personnel regarding the newly implemented procedures. We recommend the Board implement a timely review process to detect any overrides of the newly implemented system controls.

Management's response:

The implementation of the Banner upgrade will greatly decrease the possibility of a duplicate payment being processed, even in instances such as this \$37.09 payment which is routinely processed on separate invoices more than once in any given month. The current paper driven disbursements process does not afford the level of control and automation that the soon to be implemented electronic workflow will provide. Again, implementation of the Banner upgrade is expected to be underway by this summer.

2016-004 – Purchase Card Policies and Procedures

The use of Purchase Cards (P-cards) has become a convenient and efficient approach for making budgeted purchases. As a result, the volume of P-card transactions continues to increase each year. Our tests of controls and application of P-card policies identified several instances where controls could be strengthened. Such instances relate primarily to travel expenses paid with a P-Card, account coding for P-Card purchases, and inclusion of all necessary documentation supporting the P-Card transaction. We recommend that P-Card policies be reevaluated to ensure supporting documentation demonstrates proper calculation, coding and approval of travel related expenses. We also recommend that annual training be provided to employees regarding use and approval of the P-Card transactions. Use of the P-Card privileges should be suspended if approved policies are not followed.

Management's response:

Management is currently reviewing the P-Card policy as well as considering the implementation of an automated P-Card module. In addition, enhancements to the current records management system have been implemented allowing immediate identification of any P-Card transaction that is not supported by appropriate documentation.

The Honorable Board of County Commissioners
Leon County, Florida
Page Five

2016-005 – Adjustment for the Magnolia Drive Multi-Use Trail

While performing single audit procedures on the Magnolia Drive Multi-Use Trail, we noted that current year expenditures, revenue, and accounts receivable were understated. Funding for this program is provided by the Florida Department of Transportation, the City of Tallahassee, and Blueprint 2000. The expenditures shown on the Schedule of Federal Awards and State Financial Assistance were determined from a formula based on the total funding provided from the Florida Department of Transportation divided by the total funding to be provided from all three funding sources times the total expenditures incurred for the project as of September 30, 2016. The methodology utilized for accounting for current year expenditures and amounts recorded as revenue and accounts receivable did not accurately reflect the appropriate amounts which were attributable to federal funding received from the Florida Department of Transportation. As a result, an adjustment was made to increase revenue by \$304,467; reverse deferred revenue of \$87,330; and record accounts receivable in the amount of \$217,137. This entry also resulted in an increase in expenditures from \$194,041 to \$498,508 on the Schedule of Federal Awards and State Financial Assistance. We recommend that in complex funding situations such as this, the methodology utilized for reporting expenditures on the Schedule of Federal Awards and State Financial Assistance should be carefully assessed to ensure that expenditures related to federal funding are appropriately reported.

Management's response:

We agree with the recommendation. All projects that are comprised of multiple funding sources should be closely monitored in order to ensure proper allocation of expenditures to the appropriate funding sources. Management will work with project managers to incorporate stronger expenditure tracking processes and procedures.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

The Board's responses to the Management Letter findings identified in our audit are included in this letter. We did not audit the Board's responses and accordingly we express no opinion on the responses.

The Honorable Board of County Commissioners
Leon County, Florida
Page Six

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of County Commissioners of Leon County, Florida and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



Thomas Howell Ferguson P.A.
Tallahassee, Florida
April 10, 2017

Law, Redd, Crona & Munroe, P.A.
Tallahassee, Florida

DRAFT

May 9, 2017

Mr. David W. Martin, CPA
Auditor General
Claude Pepper Building
111 West Madison Street
Room G74
Tallahassee, Florida 32399-1450

Dear Mr. Martin:

On May 9, 2017, the County received its audited financial statements for the year ended September 30, 2016. Along with the audit report, the County received the external auditor's management letter. Pursuant to Florida Statutes, Section 11.45, the County's management letter is enclosed.

Leon County continues to focus on efforts to improve the efficiency and effectiveness of operations and to further refine the financial management of the County.

Sincerely,

John E. Dailey
Chairman

Enclosure

**Leon County
Board of County Commissioners**

Notes for Agenda Item #3

Leon County Board of County Commissioners

Agenda Item #3

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers



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

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval May 9, 2017 and pre-approval of payment of bills and vouchers for the period of May 10 through May 22, 2017.

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for May 9, 2017, and pre-approve the payment of bills and vouchers for the period of May 10 through May 22, 2017.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the May 9, 2017 meeting, the morning of Monday, May 8, 2017. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Analysis:

Due to the Board not holding a regular meeting until May 23, 2017, it is advisable for the Board to pre-approve payment of the County's bills for May 10 through May 22, 2017, so that vendors and service providers will not experience hardship because of delays in payment. OMB will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for May 9, 2017, and pre-approve the payment of bills and vouchers for the period of May 10 through May 22, 2017.
2. Do not approve the payment of bills and vouchers submitted for May 9, 2017 and pre-approve the payment of bills and vouchers for the period of May 10 through May 22, 2017.
3. Board direction.

Recommendation:

Option #1.

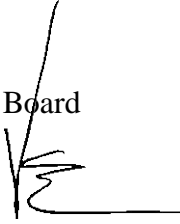
**Leon County
Board of County Commissioners**

Notes for Agenda Item #4

Leon County Board of County Commissioners

Agenda Item #4

May 9, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Ratification of the April 25, 2017 Fiscal Year 2018 Budget Workshop

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 Josh Pascua, Management and Budget Analyst

Statement of Issue:

This agenda item seeks ratification of Board actions taken at the April 25, 2017 Fiscal Year 2018 Budget Workshop.

Fiscal Impact:

This agenda item has a fiscal impact and establishes Board direction for the FY 2018 preliminary budget.

Staff Recommendation:

Option #1: Ratify the actions taken by the Board during the April 25, 2017 FY 2018 Budget Workshop regarding the 13 Budget Workshop Items.

Report and Discussion

Background:

As specified on the Board adopted budget calendar, a workshop was conducted on April 25, 2017. The purpose of the workshop was to provide staff direction regarding the development of the FY 2018 preliminary budget.

Analysis:

In accordance with the actions taken during the April 25, 2017 Budget Workshop, the Board authorized the following:

1. Workshop Item #1: Fiscal Year 2018 Preliminary Budget Overview

The Board approved Option #1: Accept staff's report on the preliminary budget overview.

As included in the agenda item, Option #1 approves a resolution and associated Budget Amendment for the addition of an Administrative Associate (\$22,334) for Development Services and Environmental Management in the current Fiscal Year (Attachment #1). Option #1 additionally approved the adoption of a new Solid Waste Fee Resolution which adjusts only the yard debris rate and which does not impact individual citizens (Attachment #2).

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

The Board approved Option #1: Authorize the County Administrator to execute a contract, in a form approved by the County Attorney, with the District 2 Medical Examiner for the operations and use of the new Medical Examiner Facility.

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

The Board approved Options #1 and #2:

1. Adopt the proposed policies and procedures as amended in Policy No. 98-25 "Disposition of Unclaimed and Indigent Bodies" (Attachment #3) and the associated Resolution (Attachment #4).
2. Approve the proposed Fee Schedule Resolution (Attachment #5).

4. Workshop Item #4: Proposed Tourism Emerging Signature Event Grants

The Board approved Options #1 and #2:

1. Approve the modifications to the Tourism grant programs as recommended by the Tourist Development Council in recognition of Emerging Signature Events.
2. Direct staff to include an additional \$50,000 in the FY 2018 Tourism budget to support Emerging Signature Events from the Tourist Development Tax.

5. Workshop Item #5: Consideration of Establishing a Living Wage

The Board approved Option #1 as amended: Include \$135,720 in the FY 2018 Preliminary Budget, to bring the lowest paid employees to a living wage of \$12.00/hour.

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

The Board approved Options #1 and #2:

1. Accept the staff report on the Healthcare Competitive Provider Reimbursement Pool.
2. Direct staff to implement the following recommendations outlined in the item:
 - a. Define the types of patient visits eligible for reimbursement in the Healthcare Competitive Provider Reimbursement Pool in the FY 2018 contracts with Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.
 - b. Include provisions in the FY 2018 contracts with Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc. in which repayment to the County would be required.
 - c. Include \$50,000 for enhancements to the HSCP Management System in the FY 2018 Preliminary Budget.
 - d. Maintain the current level of funding for overall healthcare services at \$1,739,582 for FY 2018.
 - e. Continue to utilize the Healthcare Competitive Provider Reimbursement Pool model.

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

The Board approved Option #1: Current level funding is tentatively included in the FY 2018 Preliminary Budget:

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

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

The Board approved Options #1 and #2:

1. Accept the status update regarding curbside collection service through Waste Pro, Inc.
2. Authorize staff to add a Contract Compliance Specialist in the current year and include in the FY 2018 Preliminary budget, to be funded by liquidated damages from the Waste Pro contract, and approve the Resolution and associated Budget Amendment Request (Attachment #6).

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

The Board approved Option #1: Direct staff to schedule the first and only public hearing for June 20, 2017, at 6:00 p.m. authorizing the Florida Public Service Commission to regulate private water and wastewater utilities.

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

The Board approved Option #1: Include \$75,000 in the FY 2018 preliminary budget to develop an active tree planting program that will support the County's Target to plant 1,000 of trees in canopy roads.

11. Workshop Item #11: Signature Landscaping Feature for County Parks

The Board approved Option #1: Include \$35,000 in the FY 2018 budget to establish a signature landscape feature, with a regular blooming season at Pedrick Pond Park.

12. Workshop Item #12: Pilot Mobile Hotspot Library Lending Program

The Board approved Option #1: Include \$13,250 in the Proposed FY 2018 for a Pilot Mobile Hotspot Library Lending Program.

13. Workshop Item #13: Refinancing 2014 Capital Refunding Bank Loan

The Board approved Option #1: Authorize staff to conduct the necessary steps to refinance the 2014 Capital Improvement Refunding Bank Loan with the current vendor, Regions Bank.

Options:

1. Ratify the actions taken by the Board during the April 25, 2017 FY 2018 Budget Workshop regarding the 13 Budget Workshop Items.
2. Do not ratify the actions taken by the Board during the April 25, 2017 FY 2018 Budget Workshop.
3. Board direction.

Recommendation:

Option #1.

Attachments

1. Resolution and Budget Amendment for Administrative Assistant position in the Development Support and Environmental Services Department
2. Solid Waste Tipping Fee Resolution
3. Indigent Burial Policy
4. Indigent Burial Policy Resolution
5. Indigent Burial Resolution and Fee Schedule
6. Resolution and Budget Amendment for Contract Compliance Specialist for Solid Waste Division

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 9th day of May, 2017.

LEON COUNTY, FLORIDA

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

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

BY: _____
Gwen Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

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

No: BAB17016
Date: 4/12/2017

Agenda Item No: _____
Agenda Item Date: 5/09/2017

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
120	000	322000	000	Building Permits	1,921,502	22,334	1,943,836.00

Subtotal: 22,334

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
120	220	51200	524	Regular Salaries	1,126,353	16,188	1,142,541
120	220	52100	524	FICA Taxes	86,828	708	87,536
120	220	52200	524	Retirement Contribution	98,369	903	99,272
120	220	52300	524	Life and Health	231,447	4,445	235,892
120	220	52400	524	Worker's Compensation	11,048	90	11,138

Subtotal: 22,334

Purpose of Request:

This budget amendment allocates \$22,334 in funding for a new Administrative Associate position in Development Services and Environmental Management (DSEM). This position will alleviate the workload issues associated with increased development permitting, especially building permitting that is returning to post recession levels. This position will be funded by Building Inspection Permitting Revenue.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

RESOLUTION: 2017 - _____

**A RESOLUTION CONFIRMING AND READOPTING SOLID WASTE TIPPING FEE RATES
AT LEON COUNTY SOLID WASTE MANAGEMENT FACILITIES**

WHEREAS, The Leon County Board of County Commissioners adopted a rate resolution for Fiscal Year 1995-1996 at a duly advertised public hearing on August 19, 1995; and

WHEREAS, Section 18-141, Article IV, "Solid Waste" of Chapter 18, "Utilities", of the Code of Laws of Leon County, was amended November 8, 2005, to establish solid waste tipping fees in accordance with law set by resolution of the Board of County Commissioners; and

WHEREAS, the interlocal agreement with the City of Tallahassee regarding waste disposal expired on May 1, 2012;

WHEREAS, any future rates established in an interlocal agreement with the City of Tallahassee will supersede the rates in this resolution;

WHEREAS, the Board of County Commissioners adopted a solid waste rate assessment study on April 23, 2013;

WHEREAS, the rate study established the tipping fee that included the costs of hauling and disposal, fuel surcharge, hazardous waste and inflationary increases; and

WHEREAS, on March 7, 2017, the Board of County Commissioners approved a contract for yard waste disposal services, and authorized adjusting the fee to cover the increased cost of the service;

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

1. Effective on October 1 of each year beginning in 2017 as hereby designated below the tipping fee disposal rates at the Leon County Transfer Station Facility shall be:

Year	Tipping Fee Per Ton *
October 1, 2013	
Hauling and Disposal ⁽¹⁾	\$24.13
Fuel Surcharge ⁽²⁾	\$0.70
Transfer Station Operations ⁽³⁾	\$8.99
Household Hazardous Waste ⁽³⁾	\$3.94
Total Tipping Fee	\$37.75

And adjusted annually according to:

(1) Commencing October 1, 2017; Annually 75% of Consumer Price Index

(2) Annual fuel adjustments are calculated per the Waste Management Inc. Agreement and are based upon the change in Consumer Price Index and the Oil Price Information System report for Ultra Low Diesel.

(3) Annual CPI or maximum of 4%

2. Effective October 1, 2017, the following tipping fee rates are hereby confirmed and readopted for the Solid Waste Management Facilities:

Material	Fee Per Ton
Transfer Station	
Special Handling	100.00
Records	100.00
Dead Animals	100.00
Solid Waste Management Facility	
Asbestos	100.00
Electronics*	Available market rate
Tires*	Available market rate
Yard Debris Clean, City of Tallahassee	27.00 \$31.00
Yard Debris Bagged, City of Tallahassee	39.00 \$43.00
Yard Debris, Other	39.00
Soil Disposal	Negotiable

*Increase in rate

3. The tipping fee rates shall supersede any other previous Board actions to the extent of any inconsistency herewith.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida this 9th day of May, 2017.

LEON COUNTY, FLORIDA

By:

John E. Dailey, Chairman
Board of County Commissioners

ATTEST:

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

By:_____

APPROVED AS TO FORM:
Leon County Attorney's Office

By:_____

Herbert W.A. Thiele, Esq.
County Attorney

Board of County Commissioners

Leon County, Florida

Policy No. 98-25

Title: Disposition of Unclaimed and Indigent Bodies

Date Adopted: May 9, 2017

Effective Date: May 9, 2017

Reference: Florida Statutes, Ch. 406.49 – 406.53

Policy Superseded: Policy No. 83-3, “Disposition of Unclaimed Bodies,” adopted June 14, 1983; Policy No. 98-25, “Disposition of Unclaimed Bodies,” adopted October 13, 1998; Policy No. 98-25, “Disposition of Unclaimed and Indigent Bodies,” revised February 27, 2007; revised June 28, 2011

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 98-25, “Disposition of Unclaimed Bodies,” revised June 28, 2011, is hereby amended, and a revised Policy is hereby adopted in its place, to wit:

In accordance with Florida Statutes 406.50 and 406.52, Leon County has the authority to establish policies and procedures for the burial or cremation of indigent persons or unclaimed persons whose deaths occurred, or whose remains were found in the county.

I. Purpose:

- A. To provide for a uniform policy and procedure for the decent and dignified disposition of unclaimed or indigent deceased persons or human remains, in accordance with Florida Statutes, Chapter 406, or as may be amended from time to time.
- B. To establish the Leon County Indigent Burial Program for burial and/or cremation of unidentified, unclaimed, and indigent persons who die in Leon County.

II. Definitions:

- A. For the purposes of this Policy, all terms herein shall have the same meaning as set forth in Florida Statutes §§ 406.49 – 406.53, or as may be amended from time to time.
- B. The term “Next of Kin” in this policy shall have the same meaning as “Legally authorized person” as defined in Florida Statutes §§ 406.49(6), or as may be amended from time to time.

Disposition of Unclaimed and Indigent Bodies
Policy No. 98-25

16.01

III. Policy:

- A. As required by Florida Statute, Chapter 406, § 406.50, or as may be amended from time to time, in the event the County finds itself in charge or control of human remains or a dead body, that is unclaimed or requires disposal at public expense, the County shall, make a reasonable effort to:
 1. Determine the identity of the deceased person;
 2. Contact any relatives of such deceased person; and,
 3. Determine whether the deceased person is entitled to burial in a national cemetery as a veteran of the armed services.
- B. In the event the County finds itself in charge or control of human remains or a dead body that is unclaimed or requires disposal at public expense, the County shall immediately notify the anatomical board, except in the instances provided for in Florida Statutes §§ 406.50 and 406.53.
- C. For purposes of this chapter, the term "anatomical board" means the anatomical board of this state located at the University of Florida Health Science Center, and the term "unclaimed" means human remains or a dead body that is not claimed by a legally authorized person, as defined in s. 497.005, for interment at that person's expense.
- D. Except as provided for in Florida Statutes, Chapter 406, the County shall deliver such human remains or dead body, as described in Florida Statute § 406.50, to the anatomical board as soon as possible after death.
- E. Nothing herein shall affect the right of a medical examiner to hold such human remains or dead body for the purpose of investigating the cause of death, nor shall this chapter affect the right of any court of competent jurisdiction to enter an order affecting the disposition of such body or remains.
- F. Prior to the cremation or burial of human remains or a deceased body that is unclaimed or requires disposal at public expense, there shall be reasonable effort to:
 1. Determine the identity of the deceased person. Identification of the deceased will generally be established through cooperation with the Medical Examiner's Office, law enforcement, healthcare providers, nursing homes, and/or hospice care providers.
 2. Contact the next of kin of such deceased person. Identification of the next of kin will generally be established through cooperation with the Medical Examiner's Office, law enforcement, healthcare providers, nursing homes, and/or hospice care providers.
 3. Determine whether the deceased person is eligible under 38 C.F.R.s. 38.620 for burial in a national cemetery as a veteran of the armed services.

4. Determine eligibility for the Leon County Indigent Burial Program. A deceased person or human remains are deemed eligible for the Leon County Indigent Burial Program when the deceased person died or human remains are located in Leon County; does not have life insurance; and one of the following:
 - a. The deceased person is unidentified; or
 - b. The deceased person does not have the means to pay for final disposition; or
 - c. The deceased person is unclaimed by a next of kin for purposes of final disposition.

- G. If a deceased person is later determined not eligible for the Leon County Indigent Burial Program, the County reserves the right to probate the estate of the deceased person in order to recover all costs associated with disposition expenses.

- H. In the event the deceased person or human remains meets the eligibility determination for the Leon County Indigent Burial Program, the deceased shall be cremated unless the following criteria apply:
 1. If the remains cannot be identified.
 2. If the County receives written notification from the next of kin that the deceased had a preference for burial.
 3. If the County receives written notification from the Medical Examiner's Office that the deceased was involved in a crime.
 4. If the County receives written request from the Medical Examiner's Office or law enforcement that the deceased be must be disposed through burial.

- I. All bodies required for burial, unless eligible under 38 C.F.R.s. 38.620 for burial in a national cemetery as a veteran of the armed services, shall be buried on a County-owned property. All burials shall comply with all rules and regulations set forth in Florida Statutes.

- J. In the event a relative of the deceased is contacted, the County shall make reasonable efforts to accommodate requests for cremation or burial. In the event more than one legally authorized person claims a body for interment, the request shall be prioritized in accordance with Florida Statute §732.103.

- K. Leon County Veteran Services shall determine if a deceased person is eligible under 38 C.F.R.s. 38.620 for interment at a National Cemetery. However, the National Cemetery Administration shall schedule and coordinate the interment of a deceased veteran.

Disposition of Unclaimed and Indigent Bodies
Policy No. 98-25

16.01

- L. The County may contract with a funeral establishment or direct disposal establishment as defined Florida Statue 497.005 to perform disposition duties.
 - 1. The funeral establishment or direct disposal establishment shall provide disposition of each body in accordance to all applicable laws and statutes.
 - 2. In the event the County finds itself in charge or control of human remains or a deceased body that is unclaimed, indigent or requires disposal at public expense, the County may reimburse the funeral establishment or direct disposal establishment for expensed incurred for the storage, preparation, and disposal of human remains or deceased body.

- M. The County Administrator shall develop operational procedures for the disposition of unclaimed and indigent bodies and a recommended fee schedule for Board consideration.

Revised 5/9/2017

RESOLUTION 17 - _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEON COUNTY, FLORIDA TO AMEND LEON COUNTY POLICY NO.
98-25 “DISPOSITION OF UNCLAIMED AND INDIGENT BODIES”.**

WHEREAS, Florida Statutes 406.50 and 406.52 authorizes Leon County to establish policies and procedures for the burial or cremation of indigent and unclaimed persons whose deaths occurred, or whose remains were found in the County; and

WHEREAS, the proper final disposition of deceased bodies and/or humans remains is essential to the health, safety, and welfare of the community; and

WHEREAS, Leon County is committed to ensuring that the preparation and final disposition of any deceased bodies and/or human remains that come into the possession, charge, or control of the County are carried out in a decent and dignified manner; and

WHEREAS, on June 14, 1983, Leon County Board of County Commissioners adopted Policy No. 83-3 “Disposition of Unclaimed Bodies”; and

WHEREAS, on October 13, 1998, the Leon County Board of County Commissioner superseded Policy No. 83-3 with the adoption of Policy No. 98-25 “Disposition of Unclaimed and Indigent Bodies; and

WHEREAS, the Leon County Board of County Commissioner from time to time has amended Policy No. 98-25; and

WHEREAS, Florida Statutes 406.50 and 406.52 requires that the County prescribe policies and procedures for the final disposition of indigent persons or unclaimed persons by resolution or ordinance.

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

1. The Leon County Board of County Commissioners amends Policy No. 98-25 “Disposition of Unclaimed and Indigent Bodies” to accomplish the following:
 - a. Align the Policy No. 98-25 with definitions outlined in Florida Statutes.
 - b. Clarify the County’s role in determining veterans’ status and place of final disposition.
 - c. Remove operational procedures and fee schedule from the Policy.
2. Any increase in the fees shall be contemplated as part of the County’s annual budget process.
3. This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon
County, Florida, this 9th day of May 2017.

LEON COUNTY, FLORIDA

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

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

By: _____

APPROVED AS TO FORM:

Leon County Attorney's Office

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

RESOLUTION 17 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA TO APPROVE THE FEE SCHEDULE FOR THE DISPOSAL OF UNCLAIMED AND INDIGENT BODIES IN ACCORDANCE WITH THE LEON COUNTY POLICY NO. 98-25 “DISPOSITION OF UNCLAIMED AND INDIGENT BODIES”.

WHEREAS, Florida Statutes 406.50 and 406.52 authorizes Leon County to establish policies and procedures for the burial or cremation of indigent and unclaimed persons whose deaths occurred, or whose remains were found in the County; and

WHEREAS, on April 25, 2017, Leon County Board of County Commissioners adopted amendments to Policy No. 98-25 “Disposition of Unclaimed and Indigent Bodies”; and

WHEREAS, the amended Policy No. 98-25 authorizes the County Administrator to develop a recommended fee schedule for services for the disposition of unclaimed and indigent bodies for Board approval; and

WHEREAS, Leon County contracts with local funeral homes for the final disposition of indigent and unclaimed bodies; and

WHEREAS, the attached, entitled “Indigent Burial Fee Schedule” reflects Leon County’s fee schedule for the final disposition of indigent and unclaimed bodies.

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

1. The attached fee schedule entitled, “Indigent Burial Fee Schedule” for the final disposition of indigent and unclaimed bodies is hereby approved by the Board.

2. The attached fee schedule shall be effective immediately upon adoption of this resolution.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this 9th day of May 2017.

LEON COUNTY, FLORIDA

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

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

By: _____

APPROVED AS TO FORM:

Leon County Attorney's Office

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

INDIGENT BURIAL FEE SCHEDULE

Adult Burial (12 years and older)	\$1,200
Adult Cremation (12 years and older)*	\$ 800
Child Burial (Birth – 11 years old)	\$ 500
Child Cremation (Birth – 11 years old)*	\$ 400
Transport (Non-Medical Examiner case from scene of death to storage only)**	\$ 350
Mileage – Non-Medical Examiner case from scene of death to storage only (per mile)**	\$.54
Storage Fee (per day)	\$ 35

*Includes the cost of shipping cremains to the next of kin

**All other transport is included in the cost of burial or cremation.

Revised 5/9/2017

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 9th day of May, 2017.

LEON COUNTY, FLORIDA

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

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

BY: _____
Gwen Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2016/2017 BUDGET AMENDMENT REQUEST

No: BAB17017
Date: 4/12/2017

Agenda Item No: _____
Agenda Item Date: 05/09/2017

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
401	000	343456	000	Liquidated Damages	-	21,553	21,553
					-		-
					-		-
Subtotal:						21,553	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
401	441	51200	534	Regular Salaries and Wages	468,082	13,290	481,372
401	441	52100	534	FICA Taxes	34,991	1,017	36,008
401	441	52200	534	Retirement Contribution	37,504	1,051	38,555
401	441	52300	534	Life & Health Insurance	118,131	4,885	123,016
401	441	52400	534	Workers Compensation	23,768	1,310	25,078
Subtotal:						21,553	21,553

Purpose of Request:

This budget amendment allocates \$21,553 in liquidated damages from Waste Pro for non-performance issues related to their service contract. These funds will be used to offset the hiring of a new Solid Waste Collection Compliance Specialist position to monitor the County's contract with Waste Pro.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

**Leon County
Board of County Commissioners**

Notes for Agenda Item #5

Leon County Board of County Commissioners


Agenda Item #5

May 9, 2017

To: Honorable Chairman and Members of the Board

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

Title: Mediated Settlement Agreement in Eminent Domain Acquisition of Property Needed for the Old Bainbridge at Pullen Road Intersection Improvement Project



Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Patrick T. Kinni, Deputy County Attorney Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Dan Rigo, Assistant County Attorney Tony Park, P.E., Director, Public Works

Statement of Issue:

This item seeks the Board's approval of a Mediated Settlement Agreement which reflects the terms of a settlement of full compensation reached at the March 23, 2017 mediation for the eminent domain acquisition of property needed for the Old Bainbridge at Pullen Road Intersection Improvement Project

Fiscal Impact:

This item has a fiscal impact. The proposed Mediated Settlement Agreement amount for the owner (\$205,000), plus required attorney (\$28,875) and expert (\$38,747) fees, totals \$272,622. The County's previous payment of its \$117,500 good faith estimate of compensation, as directed by the Court's Order of Taking in May 2016 will count towards the Settlement amount, leaving a balance of \$155,122 to be paid by the County. These funds are included in the adopted Old Bainbridge at Pullen Road Intersection Improvement Project budget and are currently available for payment.

Staff Recommendation:

Option #1: Approve Mediated Settlement Agreement together with the proposed settlement amount for the owner's expert fees and costs in eminent domain acquisition of property needed for Old Bainbridge at Pullen Road Intersection Improvement Project.

Report and Discussion

Background:

This item seeks the Board’s approval of a Mediated Settlement Agreement (Attachment #1), which reflects the terms of a settlement of full compensation reached at the March 23, 2017 mediation in the eminent domain matter of *Leon County, Florida vs. Tanglewood Apartments of Tallahassee, LLC, et al*, Case No. 2016 CA 000568. As authorized by the Board in Resolution No. 15-58, the matter was commenced by the County in March 2016 seeking a fee simple acquisition over a portion of the multifamily residential property located on the northeasterly corner of Old Bainbridge Road and Pullen Road (Attachment #2) (the “Property”). The portion of the Property acquired, identified as Parcel 103 (Attachment #3), comprised a 9,026 square-foot parcel needed for the County’s Old Bainbridge at Pullen Road Intersection Improvement Project (the “Project”), which reconfigured the acute-angle intersection with the construction of a roundabout (Attachment #4). An Order of Taking was subsequently entered by the Court in May 2016, which conveyed title to Parcel 103 upon the County’s deposit in the Court Registry of its good faith estimate of full compensation in the amount of \$117,500. The Project was completed in August 2016 and the parties thereafter agreed to try to resolve the matter at mediation.

The County representatives in attendance at the mediation were Dan Rigo from the County Attorney’s Office and the County’s outside legal counsel, Murray Wadsworth, Jr., together with Charles Wu and Chris Muehlemann from the Department of Public Works. At the conclusion of an all-day mediation session, the parties reached a settlement and agreed that it would be presented to the Board for consideration at its next scheduled regular meeting. The confidentiality requirement associated with all mediations prohibits the disclosure of matters discussed at mediation and limits the presentation to a summary of the facts and the terms of the settlement.

The Property contains approximately 8.9 acres and is improved with an apartment complex accessed by one driveway connection on Pullen Road. As shown in Attachment #3, Parcel 103 consists of a portion of the Property extending along the Pullen Road and Old Bainbridge Road rights-of-way. Based on the most recent expert reports exchanged by the parties prior to mediation, the parties’ positions were as shown in the following tables:

OWNER’S FULL COMPENSATION		
	County Position	Owner’s Position
Land Taken	\$ 70,500	\$ 63,200
Improvements in Area Taken	17,000	134,300
Minor Cost-to-Cure	30,000	162,000
Total	\$ 117,500	\$ 359,500

The proposed settlement amount agreed to at mediation, exclusive of attorneys’ fees and experts’ fees and costs, is \$205,000.

Analysis:

The major issue in this case is the loss of the trees within the area acquired and the impact that had on the remainder of the Property. The owner's position is that the lost trees must be replaced on the remainder in order to restore the natural buffer between the Property and the road. The owner proposes replacing the trees in the area on the Property currently utilized for an interior roadway. As a result of the loss of the interior roadway, the owner proposes the construction of a second driveway connection on Old Bainbridge Road. The owner proposes this reconfiguration of the Property as a minor cost-to-cure that is necessary to restore the function and operation of the Property to its pre-construction level. The County's position is that the loss of the trees does not adversely impact the value of the remainder, and proposes only a minor cost-to-cure needed to restore and relocate landscaping and other various improvements on the remainder.

The Mediated Settlement Agreement, together with the owner's expert fees and costs resolved after mediation, provide for the County's payment of full compensation in the total amount of \$272,622, apportioned as follows:

- Full compensation to the owner in the amount of \$205,000;
- Statutorily required attorney's fees to the owner's attorney in the amount of \$28,875; and
- Statutorily required experts' fees and costs to the owner in the amount of \$38,747.

The total settlement amount will be reduced by the amount of the County's previously deposited good faith estimate of value in the amount of \$117,500.

The attorneys' fees included in the Mediated Settlement Agreement were calculated based on the statutorily-defined benefit amount. The total attorneys' fee amount of \$28,875 is derived from the statutory formula of 33% of the difference between the sum of the County's initial offer (\$117,500) and the settlement amount (\$205,000).

The proposed amount of the owner's statutorily required expert fees and costs were agreed upon based on information provided to the County after mediation. The owner utilized the services of an appraiser, an engineer, and a landscape architect who have agreed to accept a total of \$38,747 for their services. Based on our experience in similar matters proceeding to this point in litigation, the proposed settlement amount to be paid for the three expert consultants in this matter is considered reasonable based on the legal issues involved.

Upon approval of the Mediated Settlement Agreement, a stipulated final judgment will be presented to the Court reflecting the terms of the settlement. Should the Board reject this settlement, the case will be set for a jury trial and the matter will be resolved by jury verdict.

Options:

1. Approve Mediated Settlement Agreement together with the proposed settlement amount for the owner's expert fees and costs in eminent domain acquisition of property needed for Old Bainbridge at Pullen Road Intersection Improvement Project.
2. Do not approve Mediated Settlement Agreement or the proposed settlement amount for the owner's expert fees and costs in eminent domain acquisition of property needed for Old Bainbridge at Pullen Road Intersection Improvement Project.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Mediated Settlement Agreement dated March 23, 2017
2. Aerial photo of the Property
3. Sketch of Parcel 103
4. Ground level photos of the intersection before and after construction of the Project

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

LEON COUNTY, FLORIDA,

Petitioner,

v.

CASE NO.: 2016 CA 000568

Parcel No.: 103

TANGLEWOOD APARTMENTS OF
TALLAHASSEE, LLC, a Florida Limited
Liability Company, *et al.*,

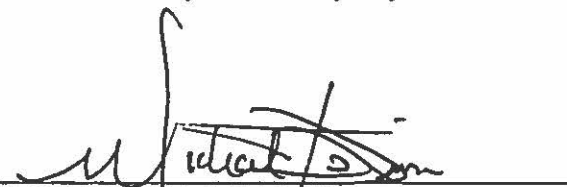
Defendants.

MEDIATED SETTLEMENT AGREEMENT
(Parcel 103)


Pursuant to the Mediation Conference held on March 23, 2017, the parties have agreed to abide by the following:

1. Petitioner, Leon County ("Petitioner"), shall pay Defendant, Tanglewood Apartments of Tallahassee, LLC ("Defendant") the total sum of \$205,000.00 (two hundred five thousand dollars), inclusive of those funds on deposit in the registry of the Court in the amount of \$117,500 (one hundred seventeen thousand five hundred dollars), in full settlement of all claims for compensation from Petitioner, including statutory interest, but excluding attorney's fees, attorney's costs, expert fees, and expert costs, within 30 days of the Court's entry of a Stipulated Final Judgment. Defendant shall be solely responsible for satisfying any claim of the Federal National Mortgage Association, a/k/a Fannie Mae, from the settlement funds to be paid herein.
2. Petitioner shall also pay Defendant the sum of \$28,875.00 (twenty-eight thousand, eight hundred seventy-five dollars) for any and all attorney's fees and attorney's costs in this case, excluding fees as may be claimed or incurred incident to apportionment of the settlement proceeds with Fannie Mae.
3. This Agreement excludes expert fees and expert costs for Defendant, which shall be determined at a later date by agreement of the parties or awarded by the Court.
4. This Agreement is contingent on the approval of the Leon County Commission. Counsel for Petitioner shall recommend such approval, and shall cause this Agreement to be submitted to the Commission at its regularly scheduled meeting on April 25, 2017, or as soon thereafter as possible. Failure of the Commission to approve this Agreement shall negate the Agreement.


5. Petitioner and Defendant shall prepare and agree to the form of a Stipulated Final Judgment no later than April 25, 2017, reflecting the terms of this Agreement.
6. Defendant retains the right to apply for any driveway connection permit to create a new entrance on Old Bainbridge Road as it may deem necessary or appropriate to the ownership of its property. Petitioner agrees that if Defendant's application meets all requirements imposed by all applicable laws, rules, regulations, and ordinances, Petitioner shall not advocate against or object to such application.
7. This settlement is a compromise of disputed claims to avoid the uncertainty and cost of continuing this litigation and is not an admission of liability by either party.
8. The parties agree to keep communications during the mediation confidential.
9. The parties acknowledge that all of their agreements, and every part of every agreement reached by them is stated above. Further, the parties understand and agree that this Agreement is entered into with the advice and assistance of competent counsel, and was in no way coerced by anyone.



MICHAEL F. COPPINS
Mediator




CHARLES WU
Director, Engineering Services,
Leon County




ROBERT NASS
Tanglewood Apartments of
Tallahassee, LLC
Defendant



DANIEL J. RIGO
Counsel for Petitioner



CHARLES S. STRATTON
Counsel for Defendant



MURRAY M. WADSWORTH, JR
Counsel for Petitioner

THE PROPERTY

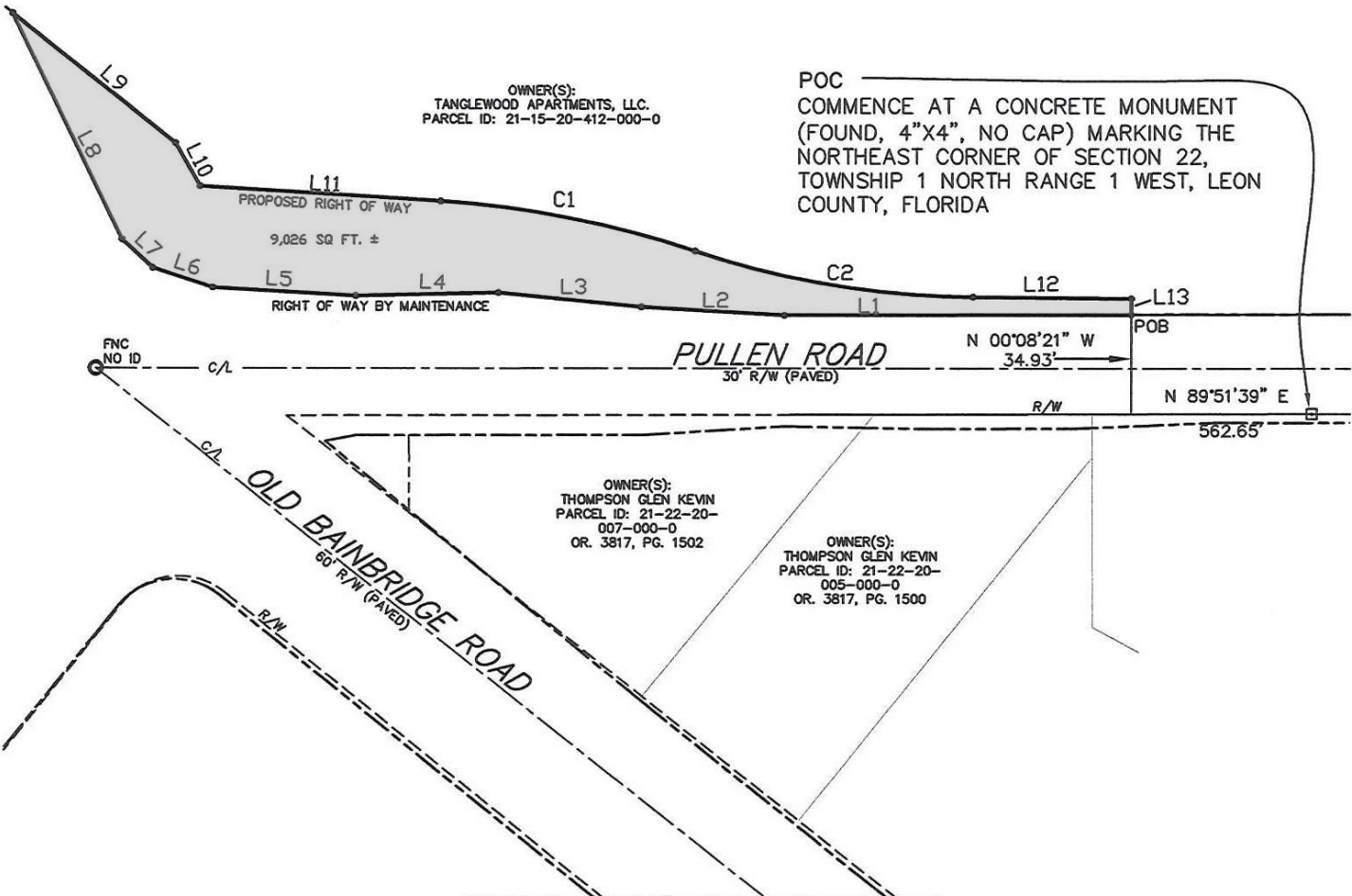
(northeasterly corner of Old Bainbridge Road at Pullen Road)



SKETCH OF DESCRIPTION PARCEL 103



NOT TO SCALE



OWNER(S):
TANGLEWOOD APARTMENTS, LLC.
PARCEL ID: 21-15-20-412-000-0

POC
COMMENCE AT A CONCRETE MONUMENT
(FOUND, 4"X4", NO CAP) MARKING THE
NORTHEAST CORNER OF SECTION 22,
TOWNSHIP 1 NORTH RANGE 1 WEST, LEON
COUNTY, FLORIDA

OWNER(S):
THOMPSON GLEN KEVIN
PARCEL ID: 21-22-20-
007-000-0
OR. 3817, PG. 1502

OWNER(S):
THOMPSON GLEN KEVIN
PARCEL ID: 21-22-20-
005-000-0
OR. 3817, PG. 1500

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°52'18"W	121.41'
L2	N86°41'41"W	50.09'
L3	N84°25'04"W	50.25'
L4	S88°43'33"W	50.01'
L5	N86°41'41"W	50.09'
L6	N71°41'08"W	22.13'
L7	N47°36'59"W	14.58'
L8	N25°58'45"W	87.92'
L9	S51°30'33"E	73.00'
L10	S30°01'57"E	17.22'
L11	S86°28'41"E	84.35'
L12	S89°26'24"E	55.44'
L13	S00°33'36"W	5.57'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	348.04'	Δ=14°59'16"	91.04'	S78°58'24"E	90.78'
C2	311.02'	Δ=18°14'29"	99.02'	S80°36'01"E	98.60'

Intersection Before Project Construction



Intersection After Project Construction



**Leon County
Board of County Commissioners**

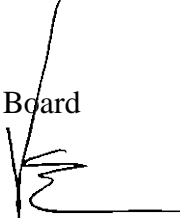
Notes for Agenda Item #6

Leon County Board of County Commissioners

Agenda Item #6

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of Board Actions Taken at the April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Patrick T. Kinni, Deputy County Attorney Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Andrew Johnson, Assistant to the County Administrator Heather Peeples, Special Projects Coordinator

Statement of Issue:

This item seeks ratification of the of Board actions taken at the April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Ratify the actions taken by the Board during its April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee.

Report and Discussion

Background:

The Leon County Charter requires that a Citizen Charter Review Committee (CCRC) be appointed by the Board every eight years at least 12 months before the general election to review the County's Home Rule Charter and propose any amendments or revisions for placement on the general election ballot.

During Board's April 4, 2017 workshop, the County Administrator and County Attorney provided an overview of the proposed charter review process as well as options and recommendations regarding the establishment of a CCRC by November 6, 2017.

The CCRC is essential to the following FY2017-FY2021 Strategic Initiative that the Board approved at the January 24, 2017 meeting:

- In accordance with the Leon County Charter, convene a CCRC to review the Leon County Home Rule Charter and propose any amendments or revisions which may be advisable for placement on the general election ballot. (2016-38)

This particular Strategic Initiative aligns with the Board's Governance Strategic Priority:

- (G5) Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner.

Analysis:

The following is a summary of the Board's actions during the April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee.

Structure/Composition

The County Charter states that the CCRC is "...to be composed and organized in a manner determined by the Board of County Commissioners..." [see Sec. 5.2 (2)(A), Leon County Charter]. Unlike charter commissions, which are commonly utilized during the initial charter adoption process, citizen charter review committees are not governed by Florida Statutes. The Board has discretion regarding the number of members and composition of the CCRC.

In regard to the structure and composition of the CCRC, the Board approved the following option as amended:

Option #1: Direct staff to develop and advertise an application for citizens to apply for appointment to the Citizen Charter Review Committee, provide the Board a preliminary list of applicants by August 30, and prepare an agenda item for the Board's October 10, 2017 meeting for the appointment of a 14-member Citizen Charter Review Committee (two appointments per commissioner) and consideration of preliminary committee by-laws.

Title: Ratification of Board Actions Taken at the April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee

May 9, 2017

Page 3

Timeline

Staff recommended that the Board follow the same timeline utilized for the 2009-2010 CCRC and convene the Committee on November 9, 2017 for 120 days. Following is staff’s proposed timeline for the 2017-2018 CCRC:

Date	Action
April 4, 2017	Workshop on Establishment of a Citizen Charter Review Committee (CCRC)
October 10, 2017	Agenda item for the Board to make appointments to the CCRC
November 9, 2017	First meeting of the 2017-2018 CCRC
March 1, 2018	CCRC submits its final report
April 3, 2018	Board workshop to consider final report of the CCRC and consider any Board proposed amendments
May/June	If necessary, time to conduct public hearings to consider any Board proposed amendments
July	Board recess
Wednesday, August 8, 2018 <i>90 Days Prior to Election</i>	CCRC submits proposed amendments with titles and summaries
August 21, 2018	Board holds public hearings for proposed charter amendments
August 22, 2018*	Tentative deadline to submit ballot language to Supervisor of Elections for general election
August - November	Public education campaign on proposed charter amendments
November 6, 2018	2018 General Election

* *The Supervisor of Elections Office has not finalized the calendar for the 2018 election cycle; however, the SOE staff has stated the submission date for general election ballot language will not be sooner than August 22, 2018.*

In regard to the timeline for the Charter review process, the Board approved the following option:

Option #2: Convene the Citizen Charter Review Committee on November 9, 2017 for a period of no more than 120 days to review the Leon County Charter and propose recommended amendments or revisions to the Board of County Commissioners for placement on the 2018 general election ballot.

Meetings

The Board was presented with options regarding the frequency, schedule, and broadcasting of CCRC meetings. In regard to meetings of the CCRC, the Board approved the following option:

Option #3: Establish the meetings of the Citizen Charter Review Committee weekly on Thursdays and direct staff to broadcast Citizen Charter Review Committee meetings on the County's Comcast Channel and the County website.

Staff Support

During the workshop, staff reported that the County Administrator and County Attorney have the resources to provide staff support to the CCRC, and that Leon County Community & Media Relations is well-equipped to produce all public education materials.

In regard to staff support for the CCRC, the Board approved the following option:

Option #4: Utilize County staff to provide staff support to the Citizen Charter Review Committee.

Consideration of Charter Issues

The Board considered the option to request that the CCRC address specific issues and consider any guidance that the Board deems appropriate. Staff also presented a list of policy issues for the Board's consideration.

In regard to consideration of charter issues, the Board did not provide the CCRC with additional guidance regarding charter specific issues at this time.

Options:

1. Ratify the actions taken by the Board during its April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee.
2. Do not ratify the actions taken by the Board during its April 4, 2017 Workshop on Establishment of a Citizen Charter Review Committee.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**

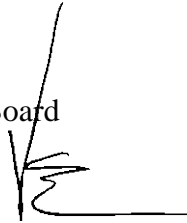
Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Enabling Resolution Establishing the Advisory Committee for Quality Growth

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:	Mary Smach, Agenda Coordinator

Statement of Issue:

This agenda item seeks the Board's approval to establish a focus group, the Advisory Committee for Quality Growth, in order to provide a continuous source of community input and feedback for the enhancement of the development review and approval service process.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the Enabling Resolution establishing the Advisory Committee on Quality Growth, thereby dissolving the DSEM Citizens User Group, and authorize the Chairman to execute (Attachment #1).

Report and Discussion

Background:

On April 4, 2017, the Board approved the Department of Development Support and Environmental Management (DSEM) Upgrade, including the creation of a new advisory committee. To better reflect the need for a broader and continual examination of the development approval process, the DSEM upgrade included a complete overhaul of the County's DSEM Citizen User Group (Attachment #2) to be replaced by the Advisory Committee for Quality Growth.

Analysis:

The new Advisory Committee for Quality Growth will be a focus group with fifteen-members serving three-year terms as comprised below based on the Board's guidance:

Table #1: Membership Structure for the Advisory Committee for Quality Growth

Seat #	Eligibility Criteria	Nominating Organization
Seat 1	A person who is engaged in providing construction development, planning, or environmental-related services.	Tallahassee Builders Association
Seat 2	A person who is engaged in providing construction development, planning, or environmental-related services.	Big Bend Contractors Association
Seat 3	A person who is engaged in providing construction development, planning, or environmental-related services.	National Association of Women in Construction
Seat 4	A person who is engaged in providing construction development, planning, or environmental-related services.	Associated Builders and Contractors of North Florida
Seat 5	A person who is employed by the university or local school system.	N/A
Seat 6	A person who serves on a neighborhood association board or represents a neighborhood-based organization.	Council of Neighborhood Associations
Seat 7	A person employed by, or represents, a community-based, environment-related organization.	N/A
Seat 8	A person employed by, or represents, a community-based, environment-related organization.	N/A
Seat 9	Any resident of Leon County	N/A
Seat 10	Any resident of Leon County	N/A
Seat 11	Any resident of Leon County	N/A
Seat 12	A person who represents a business association or organization.	The Greater Tallahassee Chamber of Commerce
Seat 13	A person who represents a business association or organization.	The Big Bend Minority Chamber of Commerce
Seat 14	A person who represents a business association or organization.	Network of Entrepreneurs & Business Advocates
Seat 15	A person who represents a business association or organization.	The Capital City Chamber of Commerce

The Advisory Committee for Quality Growth (Committee) will serve as a standing advisory committee made up of development industry professionals and community stakeholders to provide continuous feedback and guidance to DSEM on process improvements, service enhancements, and regulatory policies which support the highest quality growth and development attainable for our community. The Committee will be staffed by the new Chief Development Resources Officer and charged with providing real-time feedback and input on the overall customer experience at DSEM including proposed process improvements, customer service and desired regulatory enhancements. The responsibilities of this advisory committee will place a greater emphasis on proactive input and feedback for all development review and approval matters.

Each member will be appointed by the full Board through a nomination process involving several stakeholder organizations and certain eligibility criteria, for the new fifteen-member advisory committee. Membership terms are for a three years with reappointments limited to three consecutive terms. Initial appointments will be staggered, with the even numbered seats serving two-year terms and the odd numbered seats serving three-year terms. If a vacancy occurs, the new appointment will fill the seat for the remainder of the unexpired term.

Should the Board approve the proposed Enabling Resolution as presented and correspondingly dissolve the DSEM Citizen User Group, staff will solicit the current committee members regarding their interest in serving on the new Advisory Committee for Quality Growth. Also, staff will contact the stakeholder organizations requesting nominations for their appointments. In late May, an agenda item will be brought back for the Board's consideration to make the fifteen appointments to the Committee.

Options:

1. Approve the Enabling Resolution establishing the Advisory Committee on Quality Growth, thereby dissolving the DSEM Citizens User Group and authorize the Chairman to execute (Attachment #1).
2. Do not approve the Enabling Resolution establishing the Advisory Committee on Quality Growth, thereby dissolving the DSEM Citizens User Group and do not authorize the Chairman to execute.
3. Board Direction.

Recommendation:

Option #1.

Attachments:

1. Enabling Resolution establishing the Advisory Committee for Quality Growth
2. Resolution No. 14-37

RESOLUTION NO. 17-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO AUTHORIZE THE CREATION OF THE ADVISORY COMMITTEE FOR QUALITY GROWTH AND TO PROVIDE GUIDELINES FOR ITS OPERATION AND FUNCTION AS A FOCUS GROUP OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY ESTABLISHED PURSUANT TO POLICY No. 03-15, BOARD-APPOINTED ADVISORY COMMITTEES.

WHEREAS, the Board of County Commissioners of Leon County, Florida (the Board), values and acknowledges the importance of public involvement and input in County government; and

WHEREAS, in order for the Board to consider the input of the public to provide to the Board recommendations regarding service enhancement relating to the development review and approval process, it wishes to authorize and appoint an advisory committee to function and operate in accordance with Board Policy No. 03-15, Board-Appointed Advisory Committees; and

WHEREAS, on April 4, 2017, Leon County Board of County Commissioners approved the Department of Development Support and Environmental Management (DSEM) Upgrade, including the creation of a new advisory committee to replace the DSEM Citizens User Group; and

WHEREAS, the DSEM Citizens User Group, created by Resolution No. 14-27, shall be dissolved.

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

1. The Board hereby authorizes the advisory committee named the Advisory Committee for Quality Growth for the purpose of providing continuous feedback for all development review and approval process improvements and service enhancements.
2. The Advisory Committee for Quality Growth shall function and operate as a focus

group in accordance with Board Policy No. 03-15, Board Appointed Committees.

3. The Advisory Committee for Quality Growth shall have as its goal to serve as a fact-finding source of community input and technical resources from development industry professionals and community stakeholders regarding issues relating to the development review and approval service processes.

4. The Advisory Committee for Quality Growth shall offer, through the Leon County Development Support and Environmental Management Department staff, proactive input and real-time feedback for all development review and approval process service enhancements considered to be of priority interest.

5. The Advisory Committee for Quality Growth shall have fifteen (15) members, specifically to represent a balance of community interests. The members shall be residents of Leon County and shall have demonstrated experience and interest in community development, and environmental management-related issues within Leon County. The following members, appointed by the full Board, are to be appointed based on the following criteria:

- a) Seat 1: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the Tallahassee Builders Association;
- b) Seat 2: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the Big Bend Contractors Association;
- c) Seat 3: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the National Association of Women in Construction;

- d) Seat 4: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the Associated Builders and Contractors of North Florida;
- e) Seat 5: a person who is employed by the university or local school system;
- f) Seat 6: a person who serves on a neighborhood association board or represents a neighborhood-based organization, nominated by the Council of Neighborhood Associations;
- g) Seat 7: a person employed by or represents, a community-based, environment-related organization;
- h) Seat 8: a person employed by or represents, a community-based, environment-related organization;
- i) Seat 9: a resident of Leon County;
- j) Seat 10: a resident of Leon County;
- k) Seat 11: a resident of Leon County;
- l) Seat 12: a person who represent a business association or organization, nominated by the Greater Tallahassee Chamber of Commerce;
- m) Seat 13: a person who represent a business association or organization, nominated by the Big Bend Minority Chamber of Commerce;
- n) Seat 14: a person who represent a business association or organization, nominated by the Network of Entrepreneurs & Business Advocates; and
- o) Seat 15: a person who represent a business association or organization, nominated by the Capital City Chamber of Commerce.

6. The terms of the members of the Advisory Committee for Quality Growth shall be for three years. Committee appointments will be made initially for staggered two-year, and three-year terms, with even numbered seats serving two-year terms and odd numbered seats serving three-year terms. After the initial appointments, all terms will be for three years, with no member serving more than three consecutive three-year terms. Vacancies are filled for the remainder of the unexpired term.

7. The members of the Advisory Committee for Quality Growth shall not be subject to full and public disclosure of financial interests.

8. The Advisory Committee for Quality Growth shall be staffed by the Chief Development Resources Officer and assisted by staff from the Department of Development Support and Environmental Management.

9. The DSEM Citizens User Group is hereby dissolved.

10. The Advisory Committee for Quality Growth shall be dissolved only as directed by the Board.

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

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County,
Florida, this 9th day of May 2017.

LEON COUNTY, FLORIDA

ATTESTED BY:

BY: _____
Gwendolyn Marshall
Clerk of the Circuit Court

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

APPROVED AS TO FORM:
Leon County Attorney's Office
Leon County, Florida

BY: _____
Herbert W. A. Thiele
County Attorney

RESOLUTION NO. 14-37

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO REAUTHORIZE THE CREATION OF THE DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT CITIZEN'S USER GROUP AND TO PROVIDE GUIDELINES FOR ITS OPERATION AND FUNCTION AS A STANDING FOCUS GROUP OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY ESTABLISHED PURSUANT TO POLICY 03-15, BOARD-APPOINTED ADVISORY COMMITTEES.

WHEREAS, the Board of County Commissioners of Leon County, Florida (the Board), recognizes and acknowledges the importance of public involvement and input in County government; and

WHEREAS, in order for the Board to consider the input of the public to provide to the Board recommendations regarding issues relating to current planning, development review, and environmental compliance, it wishes to reauthorize and appoint an advisory committee to function and operate in accordance with Board Policy No. 03-15, Board-Appointed Advisory Committees.

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

1. The Board hereby reauthorizes the advisory committee named Development Support and Environmental Management Citizen's User Group, for the purpose of collecting stakeholder input and providing technical resources on proposed ordinances that impact growth management and other issues relating to current planning, development review, and environmental compliance as requested by the Board and staff.

2. The Development Support and Environmental Management Citizen's User Group shall function and operate as a standing focus group in accordance with Board Policy No. 03-15, Board-Appointed Advisory Committees.

3. The Development Support and Environmental Management Citizen's User Group shall have as its goal to serve as a source of input regarding issues relating to current planning, development review, and environmental compliance to protect the interests of the community to which it is dedicated.

4. The Development Support and Environmental Management Citizen's User Group shall be charged with the responsibility, in response to Board direction, to develop and provide to the Board, through the Leon County Development Support and Environmental Management Department staff, input and technical guidance on growth and environmental issues considered to be of priority interest.

5. The Development Support and Environmental Management Citizen's User Group shall review and provide input and technical guidance, through the Leon County Development Support and Environmental Management Department staff, on new ordinances or amendments as they relate to the Comprehensive Plan and implementing Land Development Regulations.

6. The Development Support and Environmental Management Citizen's User Group shall have fourteen (14) members, specifically to represent a balance of community interests. The members shall be selected as follows: each County Commissioner shall select one at-large member, preferably from their district, who shall have demonstrated experience and interest in development and environmental management-related issues within Leon County. The following seven (7) members, appointed by the full Board, are to be appointed based on the following criteria:

- a) a member who is engaged in providing development, planning or environmental-related consulting services;
- b) a member who is engaged as a real estate professional or represents a real estate-related organization or association;

- c) a member who serves on a neighborhood association board or represents a neighborhood-based organization or association;
- d) a member who is employed by the university or local school system;
- e) a member who is involved with land development;
- f) a member who represents a business association or organization; and
- g) a member who represents a community-based, environment-related organization.

7. The terms of the members of the Development Support and Environmental Management Citizen's User Group shall be for three years. At-large committee appointments will be made initially for staggered one-, two-, and three-year terms. After the initial appointments, all terms will be for three years, with no member serving more than two consecutive three-year terms.

8. The members of the Development Support and Environmental Management Citizen's User Group shall not be subject to full and public disclosure of financial interests.

9. The Development Support and Environmental Management Citizen's User Group shall be assisted by staff from the Department of Development Support and Environmental Management.

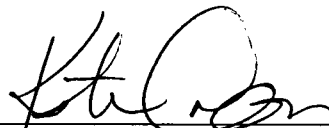
10. The Development Support and Environmental Management Citizen's User Group shall be dissolved only as directed by the Board.

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

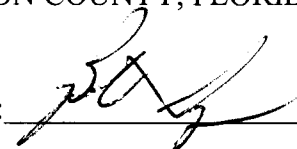
DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon
County, Florida, this 2nd day of September 2014.

LEON COUNTY, FLORIDA

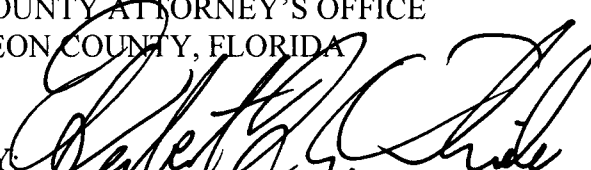


BY: 
KRISTIN DOZIER, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
& COMPTROLLER
LEON COUNTY, FLORIDA

BY: 

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

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

**Leon County
Board of County Commissioners**

Notes for Agenda Item #8

Leon County Board of County Commissioners

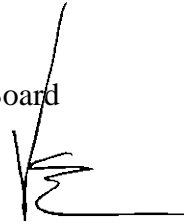
Agenda Item #8

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Behavioral Health Transportation Plan



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Teresa Broxton, Director, Office of Intervention and Detention Alternatives Shington Lamy, Director, Office of Human Services and Community Partnerships

Statement of Issue:

As a component of a centralized behavioral health receiving system, Leon County is required by statute to develop and implement a transportation plan that establishes the responsible transporting entity and the receiving facility for individuals subject to involuntary behavioral health examinations. This item seeks Board adoption of the proposed Behavioral Health Transportation Plan.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt the proposed Behavioral Health Transportation Plan (Attachment #1), authorize the County Administrator to sign, and authorize staff to submit the Plan to the managing entity of the grant funds, Big Bend Community Based Care.

Report and Discussion

Background:

During the September 20, 2016 meeting, the Board approved a formal letter of support for Apalachee Center in its pursuit of a grant to establish a central receiving facility (CRF) for the initial intake and triage of individuals experiencing a mental health or substance abuse crisis. In addition to the letter, the Board also made a five year funding commitment to the CRF of up to \$150,000 per year to be provided through the Health Care Provider Competitive Pool funds, subject to adoption of the annual budget.

Apalachee Center was notified in November, 2016 that it had been awarded funds to establish a central receiving facility to serve individuals who involuntarily need access to emergency behavioral health services in Leon and surrounding counties. A condition of the grant award requires each county in collaboration with the grant's managing entity to develop and implement a transportation plan identifying the transporting authority and the facility by July 1, 2017. The managing entity for the grant is Big Bend Community Based Care.

The Department of Children and Families and Big Bend Community Based Care have drafted a Designated Receiving System Plan (Attachment #2). The Designated Receiving System Plan identifies the Central Receiving Facility as the single point of access model for all individuals transported under the Baker and Marchman Acts for all counties in Circuit 2, as well as Madison and Taylor Counties.

Analysis:

The proposed Behavioral Health Transportation Plan (Attachment #1) establishes the designated intake facility and designates law enforcement as the personnel responsible for transporting to the facility a person experiencing a behavioral health crisis for an involuntary examination. In addition, the Plan is intended to produce the following community benefits:

- Minimize the amount of time law enforcement and Emergency Medical Services personnel spend on administrative tasks associated with transporting individuals in need of involuntary Baker or Marchman Act services.
- Increase the opportunity for utilizing jail diversion programs for individuals with mental illness who would be more appropriately served through community based treatment.
- Connect individuals to appropriate services (e.g. psychiatric inpatient or detoxification) when emergency room services are not needed.

Staff representing the Leon County Sheriff's Office, the Tallahassee Police Department, Court Administration, Tallahassee Memorial Health Care, Capital Regional Medical Center, Big Bend Community Based Care and Apalachee Center, Inc., were instrumental in the development of the proposed Behavioral Health Transportation Plan.

Upon Board approval, the Plan will be effective for the life of the grant, commencing July 1, 2017 through June 30, 2021 and a copy will be provided to Big Bend Community Based Care.

Options:

1. Adopt the proposed Behavioral Health Transportation Plan (Attachment #1), authorize the County Administrator to sign, and authorize staff to submit the Plan to the managing entity of the grant funds, Big Bend Community Based Care.
2. Do not adopt the proposed Behavioral Health Transportation Plan or authorize staff to submit the Plan to the managing entity of the grant funds, Big Bend Community Based Care.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Leon County Behavioral Health Transportation Plan
2. Designated Receiving System Plan

Leon County
Behavioral Health Transportation Plan
2017-2021



Developed in conjunction with
The Florida Department of Children and Families
Substance Abuse and Mental Health
(Northwest Region)
And
Big Bend Community Based Care,
Substance Abuse and Mental Health Managing Entity

Leon County Behavioral Health Transportation Plan

Introduction

In accordance with the Florida Mental Health Act, Chapter 394, Part 1, Florida Statutes, commonly referred to as the “Baker Act,” the Hal S. Marchman Alcohol and Other Drug Services Act of 1993, Florida Statutes, Chapter 397, commonly known as the “Marchman Act,” and Senate Bill 12, Leon County has developed a Behavioral Health Transportation Plan (Transportation Plan) as a component of the centralized system for acute care services. This Transportation Plan was developed in cooperation with the Behavioral Health Acute Care Workgroup.

Florida Statutes require approval of the Transportation Plan by the Leon County Board of County Commissioners. The Plan was developed in coordination with Big Bend Community Based Care (Substance Abuse and Mental Health Managing Entity), and the Department of Children and Families. Upon approval, this document will serve as the Transportation Plan for Leon County in accordance with legislative intent.

The Transportation Plan will facilitate the following:

1. An arrangement centralizing and improving the provision of services for individuals who involuntarily need access to emergency behavioral health services;
2. An acknowledgement and agreement that Apalachee Center is the designated Central Receiving Facility for the purposes of law enforcement transport of individuals who involuntarily need access to emergency behavioral health services;
3. A specialized transportation system that provides guidance to law enforcement for the efficient and humane transport of individuals who involuntarily need transport to a Central Receiving Facility; and, after initial screening, to other area designated behavioral health facilities, if appropriate.
4. After initial law enforcement transport, designate the responsibility for any additional transportation needs of individuals needing access to behavioral health services among and between behavioral facilities to Apalachee Center.

In accordance with Section 394.462(1) (a), Florida Statutes, Leon County hereby designates the Leon County Sheriff as the single law enforcement agency to take a person into custody upon the entry of an ex-parte order (Baker Act executed by the Court) and to transport that person to the Central Receiving Facility pursuant to the terms of this Transportation Plan.

This designation does not include involuntary examinations (BA52a) initiated by law enforcement as any law enforcement officer who initiates a “Report of Law Enforcement Officer Initiating Involuntary Examination” shall transport the person to the designated receiving facility pursuant to F.S. 394.463(2)(a)2.

Leon County Behavioral Health Transportation Plan

Purpose

In the continued best interest of persons in need of public mental healthcare in Leon County it is agreed that approval and subsequent renewal of this Transportation Plan will continue the successfully established centralized receiving system for individuals involuntarily admitted in accordance with a Baker Act or Marchman Act. This Transportation Plan will ensure that individuals subject to an involuntary Baker Act/Marchman Act shall obtain immediate access to acute care services and additionally is intended to provide the following community benefits:

1. Establish the designated behavioral health facility for all law enforcement personnel responsible for transporting individuals in crisis and have been involuntarily identified for Baker Act or Marchman Act admission;
2. Minimize the amount of time law enforcement and Emergency Medical Services (EMS) personnel spend on administrative functions when transporting individuals in need of involuntary Baker Act/Marchman Act services;
3. Increase the opportunity for utilizing jail diversion programs for individuals with mental illnesses who would be more appropriately served through community based treatment;
4. An overall cost-savings to the citizens of Leon County by instituting a streamlined system of care;
5. Minimizes the individual's wait times;
6. Connects individuals to appropriate services (e.g. psychiatric inpatient or detoxification) when emergency room services are not needed.

The Transportation Plan requires all law enforcement agencies in Leon County to transport individuals meeting the criteria listed below to the Central Receiving Facility located at 2634 Capital Circle NE, Tallahassee Florida 32308.

- Adults subject to an involuntary Baker Act;
- Adults subject to an involuntary Marchman Act;
- Youth under the age of 18 years subject to an involuntary Baker Act;
- Youth under the age of 18 years subject to an involuntary Marchman Act).

Leon County Behavioral Health Transportation Plan

Behavioral Health Acute Care Workgroup

The purpose of the Behavioral Health Acute Care Workgroup is to discuss the operations of the Central Receiving Facility, including local Transportation Plans. The workgroup meets regularly to discuss key initiatives, community improvement strategies, crisis intervention team trainings, state hospital waitlists, etc. The Behavioral Health Acute Care Workgroup is comprised of, but not limited to, representatives of the following agencies:

- Department of Children and Families Substance Abuse and Mental Health Office
- Local government and law enforcement
- Apalachee Center
- Capital Regional Medical Center
- Tallahassee Memorial Healthcare
- Big Bend Community Based Care
- Big Bend Mental Health Coalition
- NAMI Tallahassee
- Other behavioral health providers, as appropriate.

Medical Treatment

Individuals needing medical treatment should be handled according to law enforcement or Emergency Medical Services agency policy and transported to the closest medical facility. If law enforcement or EMS personnel delivers an individual needing emergency medical attention to a hospital, upon release and medical clearance, Apalachee Center's Central Receiving Facility shall be responsible for transporting the individual to the Central Receiving Facility. Neither law enforcement nor EMS personnel shall be responsible for the transport of non-medical emergency related persons.

Patient Choice

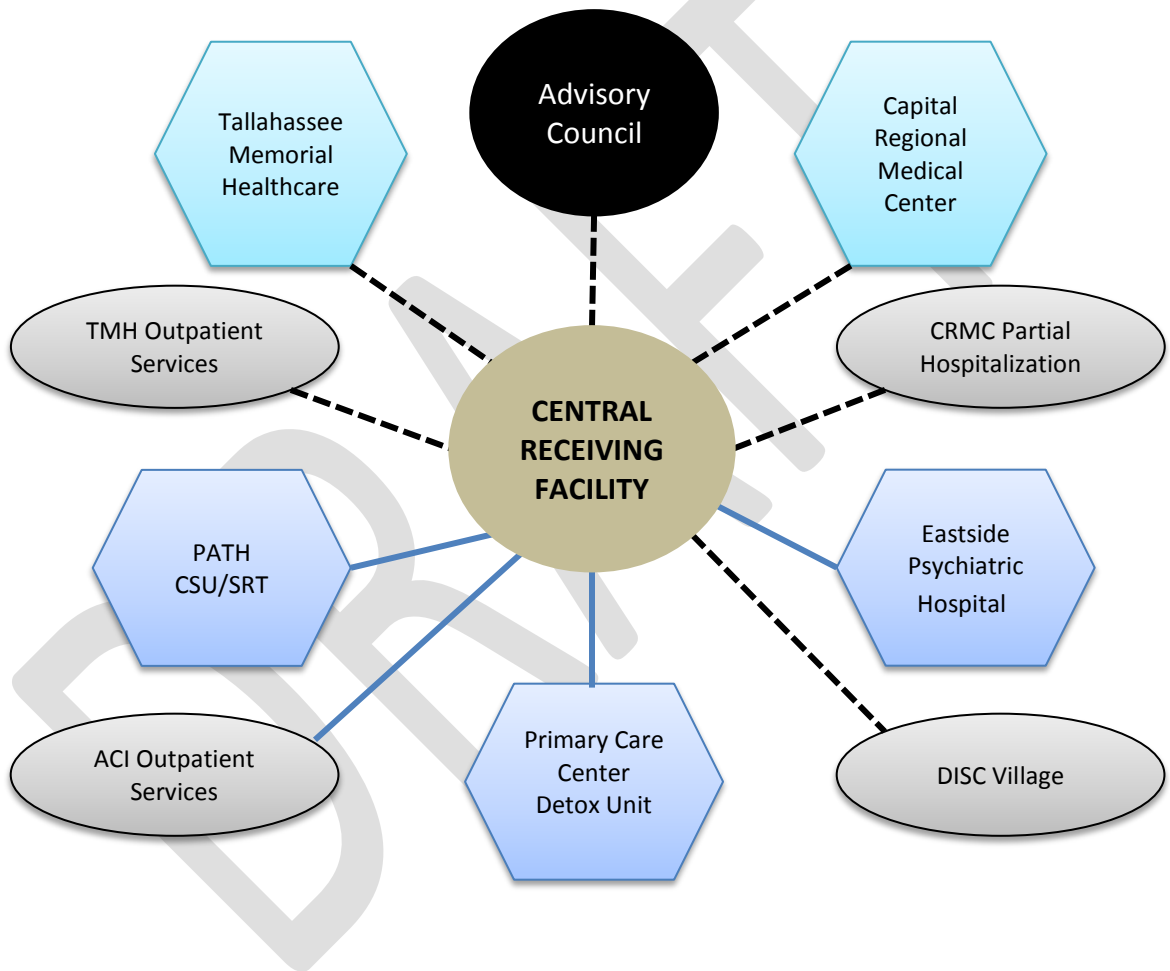
In consideration of Apalachee Center's designation as the Central Receiving Facility for Circuit 2 through a grant award from the Florida Department of Children and Families, law enforcement shall now be responsible for the transport of all individuals requiring involuntary behavioral health services to the Central Receiving Facility at Apalachee Center. Apalachee Center shall be responsible for coordinating and collaborating with other area psychiatric inpatient units to secure the appropriate transport and placement of individuals to ensure their needs can be met. An individual's preferred choice of a psychiatric inpatient unit will be taken into consideration based upon availability.

Leon County Behavioral Health Transportation Plan

System Oversight

The following chart identifies the relationships between the Central Receiving Facility, other area behavioral health facilities and partner agencies participating in the Central Receiving System. The chart includes the Advisory Council who will provide oversight and guidance to the project. The Advisory Council will include representatives from three local hospitals, law enforcement agencies, Big Bend Community Based Care Managing Entity, a Peer Specialist, NAMI, and a Circuit 2 Judiciary representative.

The solid lines denote an Apalachee Center Program and the dotted lines denote a partner agency or council.



Leon County Behavioral Health Transportation Plan

Inter-organizational Collaboration

Implementing an effective Central Receiving Facility Transportation Plan on behalf of persons in need of behavioral health services requires cooperation, commitment and collaboration from all parties involved. In addition to the support of law enforcement and the behavioral health care providers, local hospitals have engaged in a public planning process which has strengthened the relationships between all parties responsible for implementing the Central Receiving Facility, streamlined the community's efforts to assist persons in need of behavioral health services including transportation as outlined in this plan. The community support for a Central Receiving Facility is evidenced by the letters of support (Attachment 1).

This Behavioral Health Transportation Plan is hereby adopted by the Leon County Board of County Commissioners in compliance with Section 394.462, Florida Statutes, on this 9th day of May 2017.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long, County Administrator
Board of County Commissioners

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.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 23, 2016

Jay Reeve, PhD
President and Chief Executive Officer
Apalachee Center
2634-J Capital Circle NE
Tallahassee, Florida 32308

Subject: Central Receiving Facility

Dear Dr. Reeve,

This letter certifies that the Leon County Board of County Commissioners, meeting in regular session on September 20, 2016, approved Agenda Item #17, which expressed strong support for the Central Receiving System grant application that Apalachee Center is submitting to the Department of Children and Families. The Board voted unanimously to provide up to \$150,000 in Leon County funding annually for the life of the grant to serve as local match for the Central Receiving Facility.

Sincerely,

A handwritten signature in black ink that reads "Wanda G. Hunter".

Wanda G. Hunter
Assistant County Administrator



Leon County

Board of County Commissioners

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

Attachment #1

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 MADDON
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

September 20, 2016

Jay Reeve, PhD
President and Chief Executive Office
Apalachee Center
2634-J Capital Circle, NE
Tallahassee, Florida 32308

Subject: Central Receiving Facility

Dear Dr. Reeve,

This letter expresses our support for the Central Receiving System grant application that Apalachee Center is submitting to the Department of Children and Families. Leon County understands that while Apalachee Center will serve as the lead agency for this project, the Central Receiving Facility is a collaborative effort between Apalachee, Capital Regional Medical Center, and Tallahassee Memorial Hospital (the three Baker Act receiving facilities in this region), as well as area law enforcement, local government, and local advocacy groups.

Leon County understands and supports the plan to locate the Central Receiving Facility at Apalachee Center, and for the Central Receiving Facility to serve as the single point of access for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties. This single point of entry will support the "No Wrong Door" model espoused by the Department and guarantee that individuals with mental illnesses and/or substance abuse issues are brought to a single, central location every time; and, through the assessment process, all individuals will be linked with the appropriate level of care and service provider. The Central Receiving Facility will ensure that initial assessment and triage services are provided to individuals presenting for such services. The appropriate linkages to after-care services, including outpatient programs, will also be facilitated by the Central Receiving Facility for those who arrive voluntarily seeking crisis support on an outpatient basis.

Sincerely,

John Dailey
Vice Chairman
Leon County Board of County Commissioners



NAMI Tallahassee, Inc.

P. O. Box 14842

Tallahassee, FL 32317

850/841-3386

www.nami-tallahassee.org

September 22, 2016

Jay Reeve, Ph.D.
2634 Capital Cir NE
Tallahassee, FL 32308

Dear Dr. Reeve:

After our discussion last week, it is my pleasure to write this letter in strong support for the Central Receiving System grant application that Apalachee Center is submitting to the Department of Children and Families. NAMI Tallahassee understands that, while Apalachee Center will serve as the lead agency for this project, the Central Receiving Facility is a collaborative effort between Apalachee, Capital Regional Medical Center, and Tallahassee Memorial Hospital as well as area law enforcement, local government, and local advocacy groups.

As we discussed, our members and their loved ones want to ensure that consumer input is a priority as this program is implemented. We are confident that with a seat at the table on the advisory committee, NAMI-Tallahassee can ensure that the voice of the consumer is heard. Being the subject of a Baker Act or Marchman Act proceeding (or the loved one of such a person) is a daunting experience. It is critical to NAMI-Tallahassee and the consumers for whom we speak that the Central Receiving System be flexible enough to take into account the concerns of those who will be most affected.

On a system-wide level, NAMI-Tallahassee understands and supports the plan to locate the Central Receiving Facility at Apalachee Center, and for the Central Receiving Facility to serve as the single point of access for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties. This single point of entry will support the "No Wrong Door" model espoused by the Department, and guarantee that individuals with mental illnesses and/or substance abuse issues are brought to a single, central location every time and through the assessment process, all individuals will be linked with the appropriate level of care and service provider. The Central Receiving Facility will ensure that initial assessment and triage services are provided to individuals presenting for such services.

NAMI-Tallahassee is confident Apalachee will ensure the concerns of mental healthcare consumers and their loved ones are paramount in implementing the Central Receiving Facility at Apalachee Center. We stand ready and willing to assist with this effort in any way possible. If I can answer any questions or concerns of those who may review this letter, I am happy to do so and can be reached by email at matt@liebenhautlaw.com. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew D. Liebenhaut", written over a horizontal line.

Matthew D. Liebenhaut, Esq.
PRESIDENT, NAMI-TALLAHASSEE

Administration:
3333 W. Pensacola St.
Suite 330
Tallahassee, FL 32304
Telephone: (850) 575-4388
FAX: (850) 576-3317
www.discvillage.org



Attachment #1

September 8, 2016

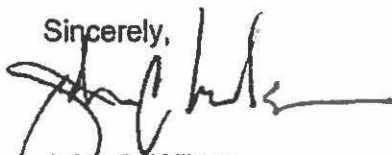
The Apalachee Center
2634 Capital Circle NE – Building J
Tallahassee, FL 32308

Dear Dr. Jay Reeve,

This letter is to express support for the Central Receiving System grant application that you are submitting to the Department of Children and Families. It is understood that the Central Receiving Facility will be located at Apalachee Center and will serve as the single point of access for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties. This single point of entry would support the "No Wrong Door" model espoused by the Department, as it would guarantee that individuals with mental illnesses and/or substance abuse issues are brought to the CRF location every time and through the assessment process, all individuals will be linked with the appropriate level of care and service provider. The Central Receiving Facility will ensure that initial assessment and triage services are provided to individuals presenting for such services. The appropriate linkages to after-care services, including DISC Village's outpatient programs, will also be facilitated by the Central Receiving Facility for those who voluntarily arrive seeking crisis support on an outpatient basis.

DISC Village and the Apalachee Center have partnered for many years to address the mental health and substance abuse treatment needs of our community. The Central Receiving system will continue to reinforce those processes.

Sincerely,



John C. Wilson
Chief Executive Officer



Saving Lives • Building Hope • Ending Violence



Refuge House

Stop the Violence!

DOMESTIC VIOLENCE • RAPE CRISIS

September 12, 2016

Dear Dr. Reeve,

This letter expresses my strong support for the Central Receiving System grant application that Apalachee Center, is submitting to the Department of Children and Families. Refuge House, Inc. understands that, while Apalachee Center will serve as the lead agency for this project, the Central Receiving Facility is a collaborative effort between Apalachee, Capital Regional Medical Center, and Tallahassee Memorial Hospital (the three Baker Act receiving facilities in this region), as well as area law enforcement, local government, local advocacy groups. Refuge House, Inc. understands and supports the plan to locate the Central Receiving Facility at Apalachee Center, and for the Central Receiving Facility to serve as the single point of access for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties. This single point of entry will support the "No Wrong Door" model espoused by the Department, and guarantee that individuals with mental illnesses and/or substance abuse issues are brought to a single, central location every time and through the assessment process, all individuals will be linked with the appropriate level of care and service provider. The Central Receiving Facility will ensure that initial assessment and triage services are provided to individuals presenting for such services. The appropriate linkages to after-care services, including Refuge House domestic violence and sexual assault programs, will also be facilitated by the Central Receiving Facility for those who voluntarily arrive seeking crisis support on an outpatient basis.

As the area certified domestic violence and sexual assault program, Refuge House appreciates the benefits of a central receiving system for people in crisis to receive effective services and referrals.

Sincerely,

Margaret A. Baldwin
Executive Director



P.O. Box 20910 • Tallahassee, FL 32316
Office (850) 922-6062 • Fax (850) 413-0395
24-Hour Hotline (850) 681-2111 or (800) 500-1119
E-Mail: receptionist@refugehouse.com



Apalachicola
(850) 653-3313

Crawfordville
(850) 926-9005

Madison
(850) 973-4144

Monticello
(850) 342-3518

Perry
(850) 584-8808

Quincy
(850) 627-9377

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Wakulla County, Florida

Attachment #1

OFFICE OF THE SHERIFF



Charlie Creel
SHERIFF

15 Oak Street
Crawfordville, Florida 32327
(850) 745-7100
www.wcso.org

September 9, 2016

Jay Reeve, PhD

President and Chief Executive Officer

Apalachee Center

2634-J Capital Circle NE

Tallahassee, Florida 32308

Dear Dr. Reeve,

This letter expresses my strong support for the Central Receiving System grant application that Apalachee Center, is submitting to the Department of Children and Families. The Wakulla County Sheriff's Office understands that, while Apalachee Center will serve as the lead agency for this project, the Central Receiving Facility is a collaborative effort between Apalachee, Capital Regional Medical Center, and Tallahassee Memorial Hospital (the three Baker Act receiving facilities in this region), as well as area law enforcement, local government, local advocacy groups. The Wakulla county Sheriff's Office understands and supports the plan to locate the Central Receiving Facility at Apalachee Center, and for the Central Receiving Facility to serve as the single point of access for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties. This single point of entry will support the "No Wrong Door" model espoused by the Department, and guarantee that individuals with mental illnesses and/or substance abuse issues are brought to a single, central location every time and through the assessment process, all individuals will be linked with the appropriate level of care and service provider. The Central Receiving Facility will ensure that initial assessment and triage services are provided to individuals presenting for such services. The appropriate linkages to after-care services and outpatient programs, will also be facilitated by the Central Receiving Facility for those who voluntarily arrive seeking crisis support on an outpatient basis.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Creel".

Charlie Creel, Sheriff

Wakulla County

CC:jas



Wakulla County Sheriff's Office is a Fully Accredited Organization

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FRANKLIN COUNTY SHERIFF Attachment #1
MIKE MOCK

270 State Road 65 • Eastpoint, Florida 32328
Phone: 850-670-8500 • Fax: 850-670-8566
www.franklinsheriff.com

September 14, 2016

Dear Dr. Jay Reeve,

This letter is to express support for the Central Receiving System grant application that you are submitting to the Department of Children and Families. It is understood that the Central Receiving Facility will be located at the Apalachee Center and will serve as the single point of access for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties.

This single point of entry would support the "No Wrong Door" model espoused by the Department, as it would guarantee that individuals with mental illnesses and/or substance abuse issues are brought to the Central Receiving Facility location every time and through the assessment process, all individuals will be linked with the appropriate level of care and service provider. The Central Receiving Facility will ensure that initial assessment and triage services are provided to individuals presenting for such services.

Sincerely,

A handwritten signature in black ink that reads "Mike Mock".

Mike Mock

Franklin County Sheriff

MM/mm



September 21, 2016

To: Jay Reeve, PhD
President and Chief Executive Officer
Apalachee Center
2634-J Capital Circle NE
Tallahassee, FL, 32308

Dear Dr. Jay Reeve,

This letter is to express the Madison County Sheriff's Office support for the Central Receiving System grant application that you are submitting to the Department of Children and Families. It is understood that the Central Receiving Facility will be located at Apalachee Center and will serve as the single point of access for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties. This single point of entry would support the "No Wrong Door" model espoused by the Department, as it would guarantee that individuals with mental illnesses and/or substance abuse issues are brought to the CRF location every time and through the assessment process, all individuals will be linked with the appropriate level of care and service provider. The Central Receiving Facility will ensure that initial assessment and triage services are provided to individuals presenting for such services. The appropriate linkages to after-care services, including (name of organization)'s outpatient programs, will also be facilitated by the Central Receiving Facility for those who voluntarily arrive seeking crisis support on an outpatient basis.

Respectfully,



Epp Richardson, Under Sheriff/Chief Deputy
Madison County Sheriff's Office

2364 West US 90 Madison Florida 32340



BOARD OF COUNTY COMMISSIONERS

Attachment #1

JEFFERSON COUNTY, FLORIDA THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE, ROOM 10; MONTICELLO, FLORIDA 32344

Benjamin Bishop District 1	John Nelson, Sr. District 2	Hines F. Boyd District 3	Betsy Barfield District 4	Stephen Walker District 5
--------------------------------------	---------------------------------------	------------------------------------	-------------------------------------	-------------------------------------

September 23, 2016

Dear Dr. Reeve,

This letter expresses Jefferson County Board of County Commission's strong support for the Central Receiving System grant application that Apalachee Center is submitting to the Department of Children and Families. The Jefferson County Board understands that, while Apalachee Center will serve as the lead agency for this project, the Central Receiving Facility is a collaborative effort between Apalachee, Capital Regional Medical Center, and Tallahassee Memorial Hospital (the three Baker Act receiving facilities in this region), as well as area law enforcement, local government, and local advocacy groups.

The Jefferson County Commission understands and supports the plan to locate the Central Receiving Facility at Apalachee Center, and for the Central Receiving Facility to serve as the single point of access for all individuals transported by law enforcement under the Baker and Marchman Acts from this county. This single point of entry will support the "No Wrong Door" model espoused by the Department, and guarantee that individuals with mental illnesses and/or substance abuse issues are brought to a single, central location every time and through the assessment process, all individuals will be linked with the appropriate level of care and service provider. The Central Receiving Facility will ensure that initial assessment and triage services are provided to individuals presenting for such services and the appropriate linkages to after-care services. The Jefferson County Board also understands and agrees to provide such County match, in the event of this award being received from the Department of Children and Families, as is mutually acceptable to this County and the Central Receiving Facility Advisory Committee and that will be negotiated in the event of an award.

Sincerely,

Kirk B. Reams
Clerk to the Board of County Commissioners

Kirk Reams
Clerk of Courts

Farrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney



Tallahassee Community College
Police Department
P O Box 2298
Tallahassee, FL 32316-2298
Phone: 850-201-6100
Fax: 850-201-8017



September 12, 2016

Dear Dr. Reeve,

This letter expresses my strong support for the Central Receiving System grant application that Apalachee Center, is submitting to the Department of Children and Families. Tallahassee Community College Police Department understands that, while Apalachee Center will serve as the lead agency for this project, the Central Receiving Facility is a collaborative effort between Apalachee, Capital Regional Medical Center, and Tallahassee Memorial Hospital (the three Baker Act receiving facilities in this region), as well as area law enforcement, local government, local advocacy groups. Tallahassee Community College Police Department understands and supports the plan to locate the Central Receiving Facility at Apalachee Center, and for the Central Receiving Facility to serve as the single point of access for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties. This single point of entry will support the "No Wrong Door" model espoused by the Department, and guarantee that individuals with mental illnesses and/or substance abuse issues are brought to a single, central location every time and through the assessment process, all individuals will be linked with the appropriate level of care and service provider. The Central Receiving Facility will ensure that initial assessment and triage services are provided to individuals presenting for such services. The appropriate linkages to after-care services will also be facilitated by the Central Receiving Facility for those who voluntarily arrive seeking crisis support on an outpatient basis.

This project has been a long-time coming and I am very excited to see this facility come on-line. It is my belief this will improve access to mental health services for many of our community members in need.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris [unclear]".

Chief of Police
Tallahassee Community College Police Department

Attachment #1



The Counseling Center at TCC
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304-2895
Phone: (850) 201-7728
Fax: (850) 201-6562

September 13, 2016

Dear Dr. Jay Reeve,

This letter is to express support for the Central Receiving System grant application that you are submitting to the Department of Children and Families. It is understood that the Central Receiving Facility will be located at Apalachee Center and will serve as the single point of access for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties. This single point of entry would support the "No Wrong Door" model espoused by the Department, as it would guarantee that individuals with mental illnesses and/or substance abuse issues are brought to the CRF location every time and through the assessment process, all individuals will be linked with the appropriate level of care and service provider. The Central Receiving Facility will ensure that initial assessment and triage services are provided to individuals presenting for such services. The appropriate linkages to after-care services, including those offered at The Counseling Center at TCC, will also be facilitated by the Central Receiving Facility for those who voluntarily arrive seeking crisis support on an outpatient basis.

Sincerely,

Rachel Mock, M.S., LMHC, ATR
Licensed Mental Health Counselor
Registered Art Therapist
The Counseling Center at TCC
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304
Phone: 850.201.7726/FAX: 850.201.6562
Email: mockr@tcc.fl.edu

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September 15, 2016

Jay Reeve, PhD
President and CEO
Apalachee Center
2634-J Capital Circle NE
Tallahassee, Florida 32308

Dear Dr. Reeve:

I would like to express my support for the Central Receiving System grant application that you are submitting to the Department of Children and Families for the Apalachee Center to serve as the single point of access for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties.

This single point of entry would support the "No Wrong Door" model and it guarantees that individuals with mental illnesses and/or substance abuse issues are brought to the Central Receiving Facility (CRF) location every time and through the assessment process, individuals will be linked with the appropriate level of care and service provider.

The CRF can then ensure that initial assessment and triage services are provided to individuals as well as the appropriate linkages to after-care services for those who voluntarily arrive seeking crisis support on an outpatient basis.

The Apalachee Center is a leader in providing services to those in need in our area.

Sincerely,

David F. Harvey, Sheriff (Ret)
Executive Director
Florida Sheriffs Risk Management Fund

**DEPARTMENT OF CHILDREN AND FAMILIES
SUBSTANCE ABUSE AND MENTAL HEALTH
(NORTHWEST REGION)**

**Big Bend Community Based Care,
Substance Abuse and Mental Health Managing Entity**

**Designated Receiving System Plan
For
Leon County**

In accordance with

Florida Statute 394, Florida Mental Health Act

Florida Statute 397, Hal S. Marchman Alcohol and Other Drug
Services Act

2017 – 2021

Background & Purpose

In accordance with the changes promulgated by Senate Bill 12 to Florida Statute 394 (Florida Mental Health Act, commonly referred to as the “Baker Act”), and Florida Statute 397 (commonly referred to as the Marchman Act), Leon County in collaboration with Big Bend Community Based Care (the Substance Abuse and Mental Health Managing Entity) have completed this Designated Receiving System (DRS) Plan. Implementation of this plan assures the coordinated provision of emergency services for people in need of help for behavioral health disorders and supports a comprehensive behavioral system of care.

This DRS Plan describes how the community shall ensure the provision of the “No Wrong Door Model” defined in FS 394.4573. This description includes the organization of the DRS and how it responds to individual needs and integrates services among various providers.

The designated receiving system has been organized in a manner which functions as a no-wrong-door model. The model used in Leon County is a Central Receiving Facility.

A **central receiving system** is identified as a system that consists of a designated central receiving facility that serves as a single entry point for persons with mental health or substance use disorders, or co-occurring disorders. The central receiving facility shall be capable of assessment, evaluation, and triage or treatment or stabilization of persons with mental health or substance use disorders, or co-occurring disorders.

The County and the Managing Entity shall review and update, as necessary, the designated receiving system at least once every 3 years. An accurate inventory of the participating service providers shall be maintained and made available at all times to all first responders in the service area.

Leon County’s Designated Receiving System (DRS)

The Central Receiving Facility (CRF) will serve as the single point of access within the Central Receiving System (CRS) for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Madison and Taylor Counties. This single point of entry will support the “No Wrong Door” model as described in s. 394.4573 (2)(b)2 , and will guarantee that individuals with mental illnesses and/or substance abuse issues are brought to the CRF location every time when they are subject to the Baker or Marchman Act. Through the assessment process at the CRF, all individuals will be linked with the appropriate level of care (inpatient and/or outpatient) and to the appropriate service provider that can meet their identified needs. Partners in the Central Receiving System include inpatient programs at Apalachee Center (CRF), TMH Behavioral Health, and CRMC Behavioral Health.

This facility is located at the current Apalachee address: 2634 Capital Circle NE, Tallahassee FL 32308.

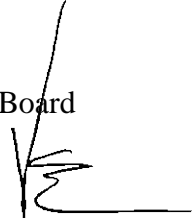
**Leon County
Board of County Commissioners**

Notes for Agenda Item #9

Leon County Board of County Commissioners

Agenda Item #9

May 9, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Mental Health Services and Resources in Leon County

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, Intervention and Detention Alternatives Shington Lamy, Director, Human Services and Community Partnerships Mathieu Cavell, Assistant to the County Administrator

Statement of Issue:

This item seeks Board's acceptance of a report on the mental health services and resources in Leon County and consideration of a proposal to ensure the information is available for public access.

Fiscal Impact:

This item has a nominal fiscal impact. Associated costs can be absorbed into the Community and Media Relations current budget.

Staff Recommendation:

- Option #1: Accept staff's report on mental health services and resources in Leon County.
- Option #2: Authorize staff to conduct a Mental Health Services public information campaign.

Report and Discussion

Background:

During the February 7, 2017 meeting, the Board requested an agenda item identifying the mental health resources currently available in Leon County and further asked staff to assess whether the information could be compiled into a format that could serve as a resource directory for citizens.

Analysis:

Mental health services and programs in Leon County range from crisis stabilization and evaluations to outpatient therapy and treatment.

Leon County has historically funded mental health services for those in need that may not have the financial resources to access health care (Attachment #1). Information about these services and programs is available on the County's website and the websites of the local non-profit agencies supported by the funding. Citizens may also contact the Office of Human Services and Community Partnerships or the Office of Intervention and Detention Alternatives directly for information or a referral.

Referral agencies such as 2-1-1 Big Bend, advocacy groups such as the National Alliance on Mental Illness (NAMI) and funding entities like the Substance Abuse and Mental Health Services Administration (SAMHSA) provide even more information on direct and ancillary resources for those seeking assistance in locating services and programs in Leon County and the surrounding area.

Recognizing the broad arena of mental health needs, services and providers, staff reached out to 2-1-1 Big Bend, NAMI-Tallahassee and SAMHSA to evaluate and discuss how they maintain and share up-to-date information on the availability of mental health services and programs.

2-1-1 Big Bend

2-1-1 Big Bend staffs a 24/7 crisis hotline to provide citizens with information and referrals on all human service needs. 2-1-1 Big Bend also uses social media, including an online resource directory that provides connections to more than 1,000 programs and services. In the area of mental health services, 2-1-1 Big Bend's website lists a directory of more than 61 mental health agencies. In addition, they have a free, downloadable mobile application that is refreshed weekly to allow citizens direct access to the same information provided by the crisis hotline staff. In using the electronic application, citizens may tailor their search for information by using keywords, physical location or a geographic area served.

2-1-1 Big Bend does not maintain a printed directory of mental health services because the providers, scopes of service, and other information changes often. By maintaining a robust online portal, mobile application and telephone referral services, 2-1-1 Big Bend has established a service model that is cost effective, current, and easily searchable.

National Alliance on Mental Illness

The National Alliance on Mental Illness (NAMI) is a non-profit organization dedicated to improving the lives of those affected by mental illness. NAMI has offices located in most cities throughout the United States, including Tallahassee. NAMI's services include education and training programs for individual and family support, public awareness events and activities, and a toll-free helpline that offers referral information for those who need assistance in locating services in their area.

NAMI maintains a website that contains a printable directory of its affiliates by geographic service area and has several points of access to information about their services through a variety of social media platforms, including Facebook, YouTube, Twitter, Tumblr (a blog site), and Instagram. These platforms also provide the opportunity for citizens to network with others to share and solicit information and support. NAMI-Tallahassee uses its website to post information on services and calendared events that provide support to individuals and families in our area. NAMI's website also offers a link to Florida State University College of Medicine's online referral/resource database of mental health service providers. The site can be searched by key words, service specialty (such as counseling, relationship issues, grief, etc.) or insurance provider.

Substance Abuse and Mental Health Services Administration

The Substance Abuse and Mental Health Services Administration (SAMSHA) is a funding and information resource within the US Department of Health and Human Services that supports non-profit agencies in their efforts to serve individuals with substance abuse and mental health disorders. Like 2-1-1 Big Bend and NAMI, SAMSHA uses social media and maintains a website offering free and downloadable information on health professionals and services available by geographic region.

Conclusion

The agencies discussed above exist to provide guidance on the best and most current resources available to meet specific mental health needs. By using technology and various social media platforms, they have identified cost effective approaches to keep information up-to-date and accessible to the public. The FSU College of Medicine's database is a user-friendly database that is current and can be printed based on the user's query.

Should the Board approve, staff would produce an informative rack card that directs citizens to referral services in Leon County such as 2-1-1 Big Bend, NAMI, and SAMSHA. In addition to the printed item, Community and Media Relations would organize a public information campaign on the referral services by using printed advertisements, radio, television, social media, and other earned media.

Options:

1. Accept staff's report on Mental Health Services and Resources in Leon County.
2. Authorize staff to conduct a Mental Health Services public information campaign.
3. Do not accept staff's report on Mental Health Service and Resources in Leon County.
4. Do not authorize staff to conduct a Mental Health Services public information campaign.
5. Board Direction.

Recommendation:

Options #1 & #2.

Attachment:

1. County Funded Mental Health Services and Programs

County Funded Mental Health Services and Programs

Programs	Funding Amount
Baker and Marchman Act	
Apalachee Center, Inc.	\$638,156
Primary Healthcare Program	
Competitive Provider Pool Reimbursements for Mental Health Visits <i>(Bond Community Health Center, Neighborhood Medical Center, Apalachee Center, Inc.)</i>	\$264,753
Community Human Service Partnership Funding for Social Service Agencies	
The Children's Home Society of FL (Family Connections)	\$20,000
2-1-1 Big Bend (including National Suicide Prevention Lifeline)	\$159,512
Boys Town North FL	\$33,628
Alzheimers Project	\$104,906
Court Services Program	
Criminal Court Manager/Mental Health Coordinator	\$79,860
Mental Health Pretrial Release Specialist	\$55,987
Total Funding	\$1,356,802

**Leon County
Board of County Commissioners**

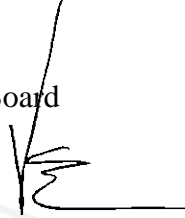
Notes for Agenda Item #10

Leon County Board of County Commissioners

Agenda Item #10

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Amendment to the Interlocal Agreement to Establish the Economic Vitality Leadership Council, Economic Vitality Competitiveness Committee, and the Competitive Projects Cabinet for the Tallahassee-Leon County Office of Economic Vitality

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

Statement of Issue

This agenda item seeks Board approval of the Second Addendum to the Second Amended and Restated Interlocal Agreement to formally establish the Economic Vitality Leadership Council, Economic Vitality Competitiveness Committee, and the Competitive Projects Cabinet as described in the Strategic Plan.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the Second Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and the City of Tallahassee, Florida (Attachment #1) and authorize the Chairman to execute.

Title: Amendments to Interlocal Agreements to Establish the Economic Vitality Leadership Council, Economic Vitality Competitiveness Committee, and the Competitive Projects Cabinet for the Tallahassee-Leon County Office of Economic Vitality

May 9, 2017

Page 2

Report and Discussion

Background:

On February 29, 2016, the Blueprint Intergovernmental Agency Board of Directors (BPIA) voted to authorize the designation of Blueprint as the economic development organization of record for the City of Tallahassee and Leon County, and directed the County Administrator and City Manager to establish the Tallahassee-Leon County Office of Economic Vitality (OEV) through a consolidation of the County and City economic development offices within the Blueprint organizational structure under the management of the Department of Planning Land Management and Community Enhancement (PLACE).

On October 27, 2016, BPIA was given a presentation by VisionFirst Advisors on the community's first ever long-term strategic plan for economic development and subsequently approved same. BPIA also approved a new community engagement structure that establishes an Economic Vitality Leadership Council (EVLC), Economic Vitality Competitiveness Committee (EVCC) and the Competitive Projects Cabinet (CPC), as is described in detail in the analysis section of this item.

This Second Addendum establishing the EVLC, EVCC, and CPC is essential to the following FY2017-FY2020 Strategic Initiative that the Board approved at the January 24, 2017 meeting:

- Implement the Economic Development Strategic Plan as adopted and may be revised by the Blueprint Intergovernmental Agency (2016-6)

This particular Strategic Initiative aligns with the Board's Economy Strategic Priority:

- (EC2) Support programs, policies and initiatives to attract, create, and promote expansion of business entrepreneurship and job creation.

Analysis:

The Second Addendum formally establishes the EVLC, EVCC, and the CPC in the Interlocal Agreement. The membership slate for each committee will be presented at the June 2017 BPIA meeting.

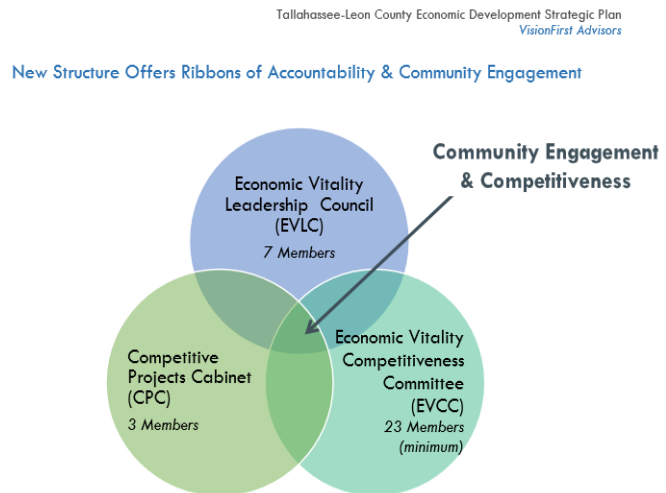
As discussed in the Tallahassee-Leon County Economic Development Strategic Plan (Strategic Plan), in today's competitive economic development landscape, change is constant, dynamic, and comes from a variety of internal and external factors. In order to support Goal Three of the strategic plan (better identify, understand and marshal all available assets, organizations and resources towards common economic growth objectives and to outline a model that encourages collaboration among the many entities impacting the economic development), the BPIA adopted a new advisory structure as part of the Strategic Plan in order to provide a comprehensive and cohesive approach to stimulate vitality and community/business engagement that is designed to cut across any and all organizational boundaries.

Title: Amendments to Interlocal Agreements to Establish the Economic Vitality Leadership Council, Economic Vitality Competitiveness Committee, and the Competitive Projects Cabinet for the Tallahassee-Leon County Office of Economic Vitality

May 9, 2017

Page 3

This engagement structure seeks to maximize the effectiveness of community partners and eliminate potential conflicts through expanding private sector involvement and with the goal of supporting the implementation of the strategic plan and increasing the community's economic development competitiveness. The structure and responsibilities are shown in the diagram.



Economic Vitality Leadership Council

The Economic Vitality Leadership Council (EVLC) will consist of seven members who are appointed by the BPIA. The members will include representation from the following sectors: (1) major employers; (2) institutions of higher education; (3) entrepreneurial business; (4) financial sector; (5) economic development; (6) talent development; and (7) one at-large member. The memberships are recommended to be staggered two-year terms with no more than two consecutive terms.

Members of the EVLC will be responsible for meeting quarterly to increase the community's competitiveness across the six economic development initiatives, provide advice upon implementation of the Strategic Plan, encourage collaboration across all sectors of the community, recommend enhancements to improve competitiveness, and engage members of the Economic Vitality Competitiveness Council to pursue specific objectives and strategies through taskforce models. Members of this committee will not consider or approve funding for projects or programs.

Per the Strategic Plan, to maximize the engagement with community and business partners and to leverage state resources, a recommended slate of candidates will be presented for approval to the BPIA at its June 2017 meeting.

Economic Vitality Competitiveness Committee

The strategic plan recommends that at a minimum, the Economic Vitality Competitiveness Committee (EVCC) should be comprised of 23 members who are appointed by the BPIA and will include one representative from the following organizations and sectors: Florida State University, Florida A&M University, Tallahassee Community College, CareerSource Capital Region, Leon County Research and Development Authority, Greater Tallahassee Chamber, Big Bend Minority Chamber, Capital City Chamber, Non-profit, Tourism, Tallahassee International Airport, Creative Economy, K-12 Education. Six representatives of the business community, two representatives from an entrepreneurial entity, and two at-large representatives will also be appointed to the EVCC. The EVLC serves as the Executive Committee of the EVCC.

Title: Amendments to Interlocal Agreements to Establish the Economic Vitality Leadership Council, Economic Vitality Competitiveness Committee, and the Competitive Projects Cabinet for the Tallahassee-Leon County Office of Economic Vitality

May 9, 2017

Page 4

Staff is recommending that the EVCC be expanded to include seven additional representatives from the business community to bring the total to 12 business community seats serving to promote our community's competitiveness. Staff utilized the state's targeted industries to develop the list of candidates to appoint to these positions as well as dedicated two business seats for minority, women, and small business enterprises (MWSBE). In addition, staff is recommending that the chair of the Blueprint Citizen's Advisory Committee, the Tallahassee-Leon MWSBE Citizen Advisory Committee and an additional representative each for the creative economy and entrepreneurs be appointed. These 10 additional seats bring the total membership of the committee to 33.

The EVCC will be responsible for meeting quarterly, encouraging knowledge and collaboration across all sectors, and serving on the taskforces (as needed) to identify and address opportunities to improve Tallahassee-Leon County's ability to compete and build the economy. Members of this committee will not consider or approve funding for projects or programs.

Per the Strategic Plan, to maximize the engagement with community and business partners and to leverage state resources, a recommended slate of candidates will be presented for approval to the BPIA at its June 2017 meeting.

Competitive Projects Cabinet

The Competitive Projects Cabinet (CPC) will be comprised of three members, including the Tallahassee City Manager, Leon County Administrator, and one business leader – a member of the EVLC – who will serve for one year with an option to serve a second term. The CPC is responsible for meeting as necessary to review competitive economic development projects in accordance with economic development policy and will be required to sign non-disclosure agreements.

Conclusion:

The Board's approval of the Second Addendum to the Second Amended and Restated Interlocal Agreement will formally establish the citizen and stakeholder structure to include the Economic Vitality Leadership Council, Economic Vitality Competitiveness Committee, and the Competitive Projects Cabinet as described in the Strategic Plan. The composition of the EVLC, EVCC, and CPC committees, OEV seeks to maximize the effectiveness of community partners and eliminate potential conflicts through expanding private sector involvement and with the goal of supporting the implementation of the strategic plan and increasing our community's economic development competitiveness. Upon the approval of the BPIA in June 2017, staff will convene the first meeting of these committees immediately thereafter. It is anticipated that the first action item that will be addressed is increasing our community's economic competitiveness through the development of a marketing and communication plan. In the future, the BPIA will be able to modify the membership of these committees through the Bylaws and Strategic Plan, as needed, rather than amending the Interlocal Agreement.

Title: Amendments to Interlocal Agreements to Establish the Economic Vitality Leadership Council, Economic Vitality Competitiveness Committee, and the Competitive Projects Cabinet for the Tallahassee-Leon County Office of Economic Vitality

May 9, 2017

Page 5

Options:

1. Approve the Second Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and the City of Tallahassee, Florida (Attachment #1) and authorize the Chairman to execute.
2. Do not approve the Second Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and the City of Tallahassee, Florida.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Second Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida

SECOND ADDENDUM TO THE
SECOND AMENDED AND RESTATED
INTERLOCAL AGREEMENT
between
LEON COUNTY, FLORIDA
and
CITY OF TALLAHASSEE, FLORIDA

Dated _____ 2017

**SECOND ADDENDUM TO THE
SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT**

THIS SECOND ADDENDUM TO THE SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT (hereinafter, “Second Addendum”), is made and entered into this ___ day of _____, 2017, by Leon County, a political subdivision of the State of Florida, hereinafter referred to as “County”, and the City of Tallahassee, a Florida municipal corporation, hereinafter referred to as “City”, collectively, the “Parties”.

RECITALS:

WHEREAS, on November 4, 2014, a majority of the electors of Leon County voting in a referendum did approve an extension of the local government infrastructure surtax previously imposed pursuant to Section 212.055, Florida Statutes; and

WHEREAS, the Parties entered into a Second Amended and Restated Interlocal Agreement, dated December 9, 2015, to provide for services necessary and incidental to the financing, planning and construction of certain infrastructure projects and implementation of certain economic development programs to be financed with the proceeds of the Extended 2020 Surtax; and

WHEREAS, on February 29, 2016, the Blueprint Board of Directors directed the Intergovernmental Management Committee, consisting of the County Administrator and City Manager, to finalize amendments to various interlocal agreements between the Parties to create and establish, through a consolidation of the City and County economic development offices, the Tallahassee-Leon County Office of Economic Vitality; and

WHEREAS, the Parties entered into a First Addendum to the Second Amended and Restated Interlocal Agreement, dated July 13, 2016, collectively, the “Interlocal Agreement”; and

WHEREAS, the Parties desire to amend the Interlocal Agreement by way of this Second Addendum.

NOW, THEREFORE, the Parties do by this Second Addendum and in consideration of the foregoing Recitals and the following mutual covenants and promises, the sufficiency of which being acknowledged, agree as follows:

SECTION 1. PART III, SECTION 2 of the Interlocal Agreement is hereby amended in its entirety to read as follows:

SECTION 2. SPECIFIC AUTHORITY: Blueprint 2020 Economic Development Programs.

With regard to Blueprint 2020 Economic Development Programs, Blueprint shall have the additional power, pursuant to direction or authorization by its Board of Directors, by its Bylaws or by the powers granted by this Agreement to:

A. Approve short term, long term and annual work plans for Blueprint 2020 Economic Development Programs, and including all powers necessary and incidental to carrying out same;

B. Require any organization providing economic development programing, with any portion of the proceeds of the Dedicated 2020 Surtax, to maintain detailed records of activities and expenditures;

C. Ensure full accounting transparency of all economic development programs;

D. Produce periodic reports detailing the relevant performance metrics of each funded economic development program;

E. Allocate sufficient funding, as needed, from the proceeds of the Dedicated 2020 Surtax, to implement the financial oversight and accountability measures prescribed in this Agreement and the Bylaws;

F. Determine the appropriate staffing and support levels for Blueprint 2020 Economic Development Programs, including the committees established pursuant to the accountability and community engagement committee structure described in Part V, Section 6 of this Agreement, prior to the first meeting of any of those committees, which shall occur not later than February 16, 2018. At a minimum, the staff support shall be comprised of the OEV Director, as described in this Agreement; and

G. Designate the OEV Director as the primary liaison to the committees established pursuant to the accountability and community engagement committee structure described in Part V, Section 6 of this Agreement to prepare agenda materials, notice meetings, maintain records, and present information.

SECTION 2. PART V, SECTION 2 (STAFFING) of the Interlocal Agreement is hereby amended in its entirety to read as follows:

A. The County Administrator and the City Manager, or their designee(s), shall direct the performance of the Director of PLACE and shall jointly evaluate that performance at least annually. The Director of PLACE shall

develop policies and procedures for the administration of Blueprint with regard to Blueprint 2000 Projects, Blueprint 2020 Infrastructure Projects, Blueprint 2020 Economic Development Programs, and OEV Programs, which will be reviewed and approved by the County Administrator and the City Manager or their designee(s). The Director of PLACE shall manage a staff consisting of a Blueprint Director, OEV Director, and other necessary and appropriate personnel who shall have the option of being County employees or City employees, only for purposes of employee benefit administration.

B. Responsibilities of the Blueprint Director:

1. Manage a multi-disciplinary staff and be responsible for carrying out the implementation of the Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects.
2. Coordinate with the Citizens Advisory and Technical Coordinating Committees (as defined below) and submit a long range implementation plan, a five (5) year plan and an annual work plan to the Intergovernmental Management Committee.
3. Prepare a public information plan and sustain effective relationships with stakeholders and affected parties in regard to Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects.
4. Submit project status reports to the Intergovernmental Management Committee every six months.
5. Other duties and responsibilities as prescribed by the Director of PLACE.

C. Responsibilities of the OEV Director:

1. Manage a multi-disciplinary staff and be responsible for carrying out the implementation of the Blueprint 2020 Economic Development Programs and OEV Programs.

2. Gather and maintain key economic and market data for the purpose of promoting business development.

3. Sustain effective relationships with stakeholders and affected parties in regard to OEV Programs.

4. In coordination with the committees established pursuant to the accountability and community engagement committee structure described in Part V, Section 6 of this Agreement, develop and submit both long and short term implementation plans to the Intergovernmental Management Committee for review and approval.

5. Submit an annual work plan for review and approval by the Intergovernmental Management Committee.

6. Other duties and responsibilities as prescribed by the Director of PLACE.

SECTION 3. PART V, SECTION 6. (ECONOMIC DEVELOPMENT COORDINATING COMMITTEE) of the Interlocal Agreement is hereby amended in its entirety to read as follows:

SECTION 6. ACCOUNTABILITY AND COMMUNITY ENGAGEMENT COMMITTEE STRUCTURE.

A. An accountability and community engagement committee structure is hereby created and established to provide a comprehensive and cohesive approach to stimulate vitality and community/business engagement in economic development plans and programs. The committee structure shall consist of three separate committees: the Economic Vitality Leadership Counsel (EVLC); the Competitive Projects Cabinet (CPC); and the Economic Vitality Competitiveness Committee (EVCC). The committees shall serve as advisors to Blueprint on economic development matters with respect to Blueprint 2020 Economic Development Programs. The membership and responsibilities of each committee shall be set forth in the Tallahassee-Leon County Economic Development Strategic Plan, as adopted and amended from time to time by the Board of Directors pursuant to, and in accordance with, the Bylaws (“Strategic Plan”).

B. Each committee shall evaluate those economic development proposals that are referred to it after having been recommended for consideration by the Leon County Sales Tax Committee as set forth in Exhibit II, Section b.4., A-H. The committee shall afford the organizations that developed each of these proposals the opportunity to refine and present their economic development proposals to the committee for its consideration. The committee shall make

programmatic recommendations to the Board of Directors and the Intergovernmental Management Committee, shall perform a biennial review of the implementation, operation, and performance of economic development programs funded with Dedicated 2020 Surtax proceeds to ensure accountability consistent with the Strategic Plan, and shall perform such other duties as shall be provided in the Bylaws or as prescribed by the Board of Directors, or the Intergovernmental Management Committee. However, in no event shall either the EVLC or EVCC consider or approve funding requests for Blueprint 2020 Economic Development Programs funded with Dedicated 2020 Surtax proceeds.

C. The structure and membership of the EVLC, CPC, and EVCC shall be as set forth in the Strategic Plan.

D. In order to provide transparency and accountability for economic development programs utilizing the proceeds of the Dedicated 2020 Surtax, all financial activities shall be audited in accordance with the fiscal controls adopted by the Parties and as otherwise set forth in the Bylaws.

SECTION 4. Section b, Item 4 of Exhibit II to the Interlocal Agreement is hereby amended in its entirety to read as follows:

4. The following proposals are to be evaluated pursuant to the accountability and community engagement committee structure, as described in Part V, Section 6 of this Agreement, for consideration, as recommended by the Leon County Sales Tax Committee, and recommendations are to be forwarded to Blueprint regarding the utilization of the Dedicated 2020 Surtax proceeds in accordance with Part V, Section 6 of this Agreement, as follows:

- A. Entrepreneurial Development Fund: This proposal provides a source of funding from which to enhance present and develop new entrepreneurial support programs.
- B. Minority & Women Business Investment Fund: This proposal provides microloans to help minority and women owned small businesses and entrepreneurs.
- C. Technology & Innovation Incubators: This proposal provides funds to be used to support existing incubation programs and/or start new ones.
- D. Business Retention, Expansion & Attraction Fund: This proposal provides the community a toolkit to grow local businesses and attract companies that pay higher than average wages.
- E. Economic Opportunity Rapid Response Fund: This proposal provides resources to quickly leverage and close the gap between state incentives and project needs.
- F. Quantum Leaps & Signature Festivals: This proposal seeks to grow and support Tallahassee as a cultural destination through festivals and the arts by providing grants for festivals that draw tourists, grants to support new and expanding cultural offerings, and grants to propel cultural organizations to a new level of sustainability.
- G. South Monroe / Adams Corridor Catalyst: This proposal provides aesthetic and community funding associated with the Monroe-Adams Street Corridor Action Plan, funding to support an additional Florida A&M University (FAMU) Small Business Development Center location on the

Southside over a ten-year period, and funding for the FAMU Urban Agriculture Project to increase access to locally grown foods and increase urban farming and related business opportunities through workforce training.

- H. Raising the Ship Talent Development: This proposal provides funding for an in-depth assessment of job seekers and estimated employment needs, capital funding for a Southeast Regional Center of Excellence, and programmatic funding to support a Socially Responsible Enterprise.

SECTION 5. All other provisions, sections, requirements, promises, and covenants contained in the Interlocal Agreement, not otherwise in conflict with the provisions herein shall remain in full force and effect.

SECTION 6. Filing and Effective Date.

This Second Addendum shall become effective upon the occurrence of all of the following: (a) the execution of this Second Addendum by the proper officers of the City and the County as of the date set forth above; and (b) upon filing with the Clerk of the Circuit Court of Leon County, Florida, as required by section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives have executed this Second Addendum as of the date first written above.

LEON COUNTY, FLORIDA

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

ATTESTED:
GWEN MARSHALL, CLERK OF COURT
& COMPTROLLER
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

CITY OF TALLAHASSEE

By: _____
ANDREW GILLUM
MAYOR

ATTESTED:

By: _____
JAMES O. COOKE, IV
CITY TREASURER-CLERK

APPROVED AS TO FORM:

By: _____
LEWIS E. SHELLEY, ESQ.
CITY ATTORNEY

**Leon County
Board of County Commissioners**

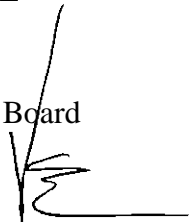
Notes for Agenda Item #11

Leon County Board of County Commissioners

Agenda Item #11

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Pre-Event Contracts for Debris Removal and Disposal Services

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director, Public Works
Lead Staff/ Project Team:	Robert Mills, Assistant Public Works Director Scott Ross, Director, Office of Financial Stewardship Roshaunda Bradley, Assistant to the Public Works Director

Statement of Issue:

This agenda item seeks the Board's approval of pre-event contracts for Debris Removal and Disposal Services with AshBritt Environmental, Ceres Environmental, and DRC Emergency Services.

Fiscal Impact:

This item has no current fiscal impact. Costs are incurred only if a storm event occurs and the contractors receive a Notice to Proceed. It is anticipated that if the event is a federally declared disaster, at a minimum, FEMA would reimburse the County 75% of these costs.

Staff Recommendation:

Option #1: Approve the pre-event contracts for Debris Removal and Disposal Services with AshBritt Environmental, Ceres Environmental, and DRC Emergency Services (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

This item seeks authorization to execute pre-event contracts for Debris Removal and Disposal Services with AshBritt Environmental, Ceres Environmental, and DRC Emergency Services. The current debris removal contracts expired on April 10, 2017. The contract with the primary contractor, Crowder Gulf, was extended to May 31, 2017 to allow staff time to review proposals while ensuring availability of debris removal services in the event a storm hit the area.

In 2006 and 2011, the County and City of Tallahassee embarked upon a joint process to select debris removal vendors and a debris monitor. That process entailed the City issuing a RFP for debris removal services; the County issuing a RFP for debris monitoring services; and a joint County/City committee reviewing all submittals for recommendations to their respective Boards. This resulted in the County and City executing separate agreements for the services, yet utilizing the same vendors to reduce confusion and boundary issues during post-storm recovery. This approach proved to be successful for the past two contract terms, and staff seeks to continue this practice.

Immediately following the recovery of Hurricane Hermine, staff began coordination with the City to review the 2011 RFP for potential modifications needed prior to the issuance of a new RFP for debris removal services. On February 25, 2017, the County's Purchasing Division issued the RFP on behalf of the County and the City.

Analysis:

Proposals were due on March 27, 2017, and four firms responded to the RFP. Responding firms included AshBritt Environmental, Ceres Environmental, Crowder Gulf, and DRC Emergency Services.

The joint County/City evaluation committee met on March 27, 2017 to receive the proposals, establish the process for review, and schedule the subsequent committee meeting. The committee met again on April 4, 2017 to discuss the overall evaluation of the proposals based on the criteria identified in the RFP and to determine the recommended awards.

Proposals were evaluated based on the elements, and corresponding points assigned to each category in Table #1.

Table #1: Evaluation Categories & Points

Category	Points Allowed
Qualifications and Experience	30
Operations and Management Plan	20
References	20
Cost	30
Max Points	100

Vendors were required to provide a list of projects to demonstrate their qualifications and experience with debris removal services within the past five years. Additionally, the Operations and Management Plan was to describe how they would approach the debris removal services outlined in the Scope of Services including: Pre-Event Planning; Field Operations; Staging/Reductions at the Disaster Debris Management Sites; Administration and Paperwork; and their methodology for working with the Debris Monitoring contractors.

Vendors were asked to prepare a comprehensive cost proposal that was in compliance with all FEMA requirements for billing and reimbursement. The primary method of rate evaluation included applying rates for vegetative debris removal, reduction, and hauling for a moderate hurricane. The rate proposal utilized debris volumes experienced following Hurricane Hermine in addition to estimates provided by Leon County Public Works.

Based on the Committee's evaluation, the final ranking is in Table #2, with AshBritt Environmental being the highest ranked vendor.

Table #2: Final Ranking

Company	Total Score
AshBritt Environmental	96
Ceres Environmental	95
DRC Emergency Services	85
Crowder Gulf	81

Staff recommends that the Board approve pre-event contracts with each of the top three firms to ensure adequate response and coverage should the County require extensive debris removal and disposal services. Based on scoring, AshBritt Environmental will be considered the primary contractor. The other two firms would only be deployed in the event AshBritt Environmental is unable to fulfill its contractual obligations or damage is so extensive that additional resources are required. Staff anticipates this service contract and recommendation to also go before the City Commission as presented herein.

Costs are incurred only if a storm event occurs and the contractor receives a Notice to Proceed. If the event is declared a natural disaster by the President, staff anticipates at least 75% of the contractor's costs would be FEMA reimbursable.

MWBE Participation

The final pre-event contracts **must** comply with all FEMA requirements for billing and reimbursement, therefore, prescribing Minority and Women Business Enterprise (MWSBE) aspirational targets is **not allowed** by federal rules. While there were no MWSBE aspirational targets prescribed for this solicitation, each firm was strongly encouraged to secure MBE and WBE participation. Additionally, as specified in the RFP documents, FEMA rules state that each firm must take the following affirmative steps to enhance minority business participation when possible (2 C.F.R. Part 200.321):

- Place qualified small, minority, and women-owned business on solicitation lists;
- Assure that such business are solicited when they are potential sources;

- Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
- Establish delivery schedules, where the requirement permits, which encourage such business to respond; and
- Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce.
- Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Staff will monitor the contract to encourage minority business participation should the County activate disaster debris monitoring services.

Options:

1. Approve the pre-event contract for Debris Removal and Disposal Services with AshBritt Environmental, Ceres Environmental, and DRC Emergency Services (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the pre-event contract for Debris Removal and Disposal Services.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Draft Debris Removal Contract

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and XXXXXXXXXX, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County with services in accordance with the scope, terms, and conditions as listed in Request for Proposal # BC-03-27-17-29, Debris Removal and Disposal Services which is attached hereto and incorporated herein as Exhibit A (Attachments available in Purchasing), to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, **a reduced portion of which is attached hereto with a full version with attachments is available to view** in the Purchasing Division, all of which is incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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

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

3. TIME

The Agreement shall be for a period of five years, commencing on June 1, 2017, and shall continue until May 31, 2022.

4. CONTRACT SUM

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

5. PAYMENTS

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

A. The County Project Manager is:

Name: Robert Mills
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1518
E-mail: millsr@leoncountyfl.gov

B. The Contractor's Project Manager is:

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

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

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

D. Proper form for a payment request for this contract is:

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

A. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

6. STATUS

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

7. INSURANCE

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

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

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.

- 1) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 2) 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.
- 3) Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
- 4) Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

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

the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. PERMITS

The Contractor shall pay for all necessary permits as required by law.

9. LICENSES

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

10. ASSIGNMENTS

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

11. PAYMENT AND PERFORMANCE BOND

Upon activation of this agreement by the County, the Contractor will be required to provide Performance and Payment bonds in the amount of \$5,000,000 or 100% of the Task value, whichever is greater, within three (3) calendar days of a written "Notice to Proceed" or "Task Activation" by the County. The performance and payment bonds shall be held for the life of the task in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein.

The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

1. Performance bond from a surety company.
2. An irrevocable letter of credit from a bank or other acceptable financial institution.
3. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an

authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

"In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____ (address) _____, which is located in Tallahassee, Florida. "

12. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

14. MONITORING

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

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

15. TERMINATION

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

16. PUBLIC ENTITY CRIMES STATEMENT

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

17. UNAUTHORIZED ALIEN(S)

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

18. EMPLOYMENT ELIGIBILITY VERIFICATION

A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.

Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

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

19. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

20. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

21. REVISIONS

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

22. VENUE

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

23. CONSTRUCTION

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

24. CONFLICTING TERMS AND CONDITIONS

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

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-03-27-17-29
Exhibit B – Vendor's Response to Solicitation

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

By: _____
President or designee

Date: _____

Printed
Name

Title: _____

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Sample Draft



REQUEST FOR PROPOSALS

FOR

DEBRIS REMOVAL AND DISPOSAL SERVICES

PROPOSAL NUMBER BC-03-27-17-29

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA**

Release Date: February 25, 2017

I. INTRODUCTION

Leon County (County) in cooperation with the City of Tallahassee (City) is requesting proposals from qualified contractors for Debris Removal and Disposal Services. Wherever this document refers to Leon County, it may also stand as a reference The City of Tallahassee. It is the intent of this solicitation to enter a pre-event contract, which would result in no immediate costs. This solicitation by the County will result in the selection of at least two experienced firms to remove and lawfully dispose of disaster-generated debris (other than household putrescible garbage) from public property, public right-of-ways and under limited conditions, private properties and private accesses, and to setup and operate Disaster Debris Management Sites (DDMS) in Leon County, Florida, immediately after a hurricane or other disaster.

This RFP includes a scope of services, evaluation criteria, and pricing data that together shall serve as the basis for the selection of firm (s) for the work which shall be done on behalf of County and City.

It is the intent that the successful proposer (CONTRACTOR) will not be responsible for the preparation of the Federal Emergency Management Agency (FEMA) Project worksheets and submittals to Emergency Management (FDEM), FEMA and Federal Highway Administration (FHWA). However, Contractor may be required to work in conjunction with the Debris Monitoring Consultant to perform these tasks. The CONTRACTOR is responsible to provide full support to the Debris Monitoring Consultant and the County for the development of the project worksheets and documentation to support these projects. Any data or information generated or tracking of tasks performed shall belong to Leon County and shall be presented when requested in proper format that is acceptable to County and FEMA. FEMA format has priority.

Leon County reserves the right to negotiate with the successful vendor (s) for any disaster related service not specifically listed, but that may be required during the term of the agreement.

II. GENERAL INSTRUCTIONS

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

Proposal Number
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.
- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the the County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website**

to stay informed of the Schedule of Events, addenda to the RFP, and public meetings. The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
February 25, 2017	Release of the RFP
March 14, 2017 Not later than: 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Don Tobin at tobind@leoncountyfl.gov Respondents are requested to send the e-mail to both representatives.
March 27, 2017 Not later than: 2:00 p.m.	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308

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

Each Vendor shall examine the request for proposal documents carefully; and, no later than the date listed above, make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

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

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board,

awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

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

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

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

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

RFP Title: Request for Proposals for Debris Removal and Disposal Services

Proposal Number: BC-03-27-17-29

Opening Date: Monday, March 27, 2017 @ 2:00 p.m. Eastern Time

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

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

- K. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked 'TOO LATE.' Late proposals may be returned unopened to the vendor.
- L. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- M. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- N. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- O. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- Q. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- R. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively

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licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

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

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

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

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

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments or divisions regarding the vendor complaint.

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

- W. Additional Terms and Conditions: Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

III. SCOPE OF SERVICES

The County is requesting proposals from qualified vendors for debris removal and disposal services. All services shall be performed in accordance with the requirements set forth in the Scope of Services provided as Attachment A of this solicitation.

IV. REQUIRED SUBMITTALS AND EVALUATION CRITERIA

The required submittals, proposal format, and evaluation criteria are outlined in Attachment B of this solicitation.

V. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

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

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

- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair,

competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.

- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the criteria and considerations outlined in Attachment B, Proposal Submissions and Evaluation Criteria.

VI. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

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

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

1. Place qualified small, minority, and woman-owned business on solicitation lists;
2. Assure that such business are solicited when they are potential sources;
3. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establish delivery schedules, where requirements permits, which encourage such business to respond; and
5. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce.
6. Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs a through e of this section.

Proposers that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality, MWSBE Division by telephone (850) 300-7567 or by email Djones@oevforbusiness.org or alternatively, LaTanya Raffington or Shanea Wilks at lraffington@oevforbusiness.org or swilks@oevforbusiness.org.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VIII. INSURANCE

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

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

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**

- d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

2. Deductibles and Self-Insured Retentions

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

3. Other Insurance Provisions

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

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

b. All Coverages

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

4. Acceptability of Insurers

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

5. Verification of Coverage

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

6. Subcontractors

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

IX. TRAVEL EXPENSES

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

X. ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

XI. AGREEMENT

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

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

XII. PURCHASES BY OTHER PUBLIC AGENCIES

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

XIII. CONTRACT PROVISIONS

- A. Time: The agreement resulting from this solicitation is anticipated to be for a period of five years, commencing on April 12, 2017 and continuing until April 30, 2022.
- B. Work: Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed. The County also reserves the right to terminate any tasks issued at any point during the process in those instances where the work to be performed can be performed by County personnel or under separate contract.
- C. Payment and Performance Bond: This is a standby/Pre-Event agreement. Upon activation of this agreement by the County, the Contractor will be required to provide Performance and Payment bonds in the amount of \$5,000,000 or 100% of the Task value, whichever is greater, within three (3) calendar days of a written "Notice to Proceed" or "Task Activation" by the County. Also, a payment and material bond for the contract amount shall be supplied by the Contractor at the same time. The performance and payment bonds shall be held for the life of the task in order to insure

contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein.

The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

1. Performance bond from a surety company.
2. An irrevocable letter of credit from a bank or other acceptable financial institution.
3. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

"In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____ (address) _____, which is located in Tallahassee, Florida. "

D. Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
 5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.
- E. Payments to the General Contractor: In the event a contract is canceled under any provision herein, the County 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.

Otherwise, Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

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

- G. Audits, Records, and Records Retention: The Contractor shall agree:

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

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

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

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

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

- I. Termination/Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- J. Warranties: Contractor will warrant title to all goods sold as provided for in Section 672, Florida Statutes.
- K. Permits: The Contractor shall pay for and obtain all necessary permits as required by law.
- L. Assignment: This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.
- M. Federal Requirements: Additional Federal requirements are identified in Attachment E of this solicitation.

XIV. ATTACHMENTS

The following attachments are included as a part of this solicitation and incorporated herein.

- A. Attachment A – Scope of Services
- B. Attachment B – Submission Requirements and Evaluation Criteria
- C. Attachment C – Pricing Data
- D. Attachment D – Supplemental Pricing Data
- E. Attachment E – Federal Requirements

Sample Draft

PROPOSAL RESPONSE COVER SHEET

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

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

Shelly W. Kelley, Purchasing Director

Kristin Dozier, Chairman
Leon County Board of County Commissioners

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

BY _____
(Firm Name)

BY _____
(Authorized Representative)

BY _____
(Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

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

Signed: _____

Title: _____

Firm: _____

Address: _____

Sample Draft

INSURANCE CERTIFICATION FORM

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

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

YES NO

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

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

Professional Liability: Indicate Best Rating:
Indicate Best Financial Classification:

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

YES NO

Indicate Best Rating:
Indicate Best Financial Classification:

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

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

YES NO

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

Required Coverage and Limits

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage-
General Liability & Automobile Liability

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

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

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

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

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

Name _____ Signature _____
Typed or Printed

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____

COUNTY OF _____

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

Personally known _____

NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

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

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

NON-COLLUSION AFFIDAVIT

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

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

Lafayette Street Sidewalk and Roadway Improvements for Leon County, and that I executed the said proposal with full authority to do so.

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

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

(Signature of Responder)

(Date)

STATE OF FLORIDA
COUNTY OF _____

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

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Responder’s Signature

Date

Proposal Number: BC-03-27-17-29

Opening Date: Monday, March 27, 2017 @ 2:00 p.m. Eastern Time

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: _____

Date Established: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail

Proposal Number: BC-03-27-17-29

Opening Date: Monday, March 27, 2017 @ 2:00 p.m. Eastern Time

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	
License Type:	
License Number:	Expiration Date:
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

BONDS Surety Company 1

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Proposal Number: BC-03-27-17-29

Opening Date: Monday, March 27, 2017 @ 2:00 p.m. Eastern Time

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined? _____ Yes _____ No (If yes, please provide detailed information on the reverse)	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? _____ Yes _____ No (If yes, please provide detailed information on the reverse)
--	---	--

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS _____ DAY OF _____, 20____.

By: _____ Title: _____

Printed Name and Title: _____

Sample Draft

Attachment A
SCOPE OF SERVICES
EMERGENCY CUT & TOSS AND DEBRIS REMOVAL SERVICES

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of disaster-related emergency debris cut and toss and removal from Federal Aid Highway segments, State, local and private roadways within Leon County (County) as determined by the County Debris Manager. Cut and toss is defined as cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all lanes. "First Pass" is defined as the initial removing of all debris on the affected roadways from within the rights-of-way as directed and authorized by the County and their designated representative.

The Contractor must handle debris management activities in the County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), Northwest Florida Water Management District (NWFWM), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

The contractor shall provide all equipment, supplies, and personnel necessary to complete the services described herein and any other services required to complete the project. Activities include, but are not limited to, field operations; emergency roadway clearance; debris pickup, hauling and removing; staging and reduction; disaster debris management site (DDMS); removal of vessels, trailers, and vehicles and overall debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Roads will be assigned by the County and direction given to the Contractor for roads and limits for which the Contractor will be responsible for within the County. Roadway segments will be assigned or unassigned to the Contractor at the direction of the County Debris Manager at no additional cost to the County. The County, at its sole discretion and at anytime, may elect to perform work with in-house forces or additional contract forces.

Proper documentation to the County as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the County from the appropriate federal agency.

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed in EXHIBIT

C of this proposal document as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program

The Contractor shall be responsible for determining what permits are necessary to perform under this contract and obtain all permits necessary to complete all work herein. Copies of all permits shall be submitted to the County prior to commencement of work under any Task Order.

The County will not provide price adjustments for cost increases or decreases in the price of fuel.

The Florida Department of Transportation's (FDOT) Specifications for Road and Bridge Construction and other applicable FDOT Design Indexes and Construction Standards are made part of this contract by reference and are applicable when bidding on and when performing work under this contract. In cases of discrepancy between this scope and the specifications, the scope will take precedence.

Within five days after commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Contractor will supply to the County and keep in force a payment and performance bond provided by a surety authorized to do business in the State of Florida, payable to the County and conditioned for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

Upon execution of this agreement, the Contractor will supply to the County a letter, from a surety authorized to do business in the State of Florida, verifying the contractor is bondable in the State of Florida in an amount equal to or greater than the amount of the original contract.

The work will begin upon written authorization by the County. No guarantee of minimum or maximum amounts per bid item is made by the County under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities.

The County, at its sole discretion, may award one or more contracts based on the bids received and the impact of disasters encountered. If more than one award is made, such award will be from the lowest bidder to the highest bidder, and activated in the same order based on the Contractors availability and ability to satisfy the needs of the County at the time contacted.

Media Interaction

The contractor, including all sub-contractors, will not provide any information to the media without the expressed written permission of the County's Debris Manager or Community and Media Relations Department. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the County's Community and Media Relations Department. The Contractor will ensure this guidance is disseminated to all employees and sub-contractors on the project.

Cadaver Recovery and Identification

Cadaver recovery and identification may be required during response operations. Crews will strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members. The following guidelines will be followed while working in ALL areas and/or sectors in which cadaver recovery is necessary:

The Contractor is responsible for watching the debris pile and identifying any potential human remains. The Contractor will immediately stop work in the area and notify law enforcement and the County Debris Manager immediately if they believe they have identified human remains. The Contractor will remain at the site until released by the authority having jurisdiction.

The Contractor is forbidden from discussing the location, status, composition, sex, and especially name of the deceased. Any individual found to be passing this information on about what they have seen will be *immediately* dismissed from the job. Proper next of kin notification procedures will be conducted by the responsible authority.

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

Pre-event Planning

- A. The Contractor may be required to provide up to two (2) representatives to participate in County directed disaster recovery planning, training and/or exercises, 1 to 2 days each year, at no cost to the County.
- B. The Contractor shall provide pre-event planning services to assist the County in identifying a sufficient number of potentially suitable Disaster Debris Management Site (DDMS) locations throughout the County for suitable and efficient debris removal operations.

Field Operations

The Contractor will provide all equipment; labor and materials necessary to perform the following listed services in accordance with all applicable federal, state and local rules, regulations and laws. All services shall be performed in the presence of County personnel or their designated representative:

- A. The Contractor shall, within six (6) hours of notification by the County's Debris Manager (or designee) have a representative on site at the County's Public Works Operations Center to coordinate the initial cut and toss response operations.
- B. To ensure that the cut and toss can begin as soon as the event passes, cut and toss crews are to mobilize to Leon County prior to the event. The Contractor shall, within twenty four (24) hours of the original notification by the County (or designee), provide a minimum number of cut and toss crews as required by the County at a location agreed upon with the County. The County may require additional crews based on the severity of the event.

- C. Perform cut and toss for clearing of the pavement area of the roadways as directed. Cut and toss services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of pavement (i.e. 2 feet beyond the paved shoulder or edge of turn lane (s) whichever is further) and vertical clearance of 16 feet as needed. Every effort shall be made to push debris into areas where no utilities are present.
- D. In accordance with FEMA guidance, Time and Materials work for clearance will only be for seventy (70) hours of actual time worked unless otherwise authorized by the County.
- E. The Contractor shall, within seventy two (72) hours of the original notification by the County (or designee), mobilize an adequate number of debris removal and DDMS operations crews to the area for "first pass" and subsequent passes. The work associated with "first pass" and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; removing stumps; leaning trees and dangerous hanging limbs; removing debris from drainage structures and ditches; picking up and loading vegetative and Hazardous Materials; de-bagging and/or emptying any containers of yard debris or other waste; hauling materials to a DDMS; volume reduction at the DDMS; and final hauling to an appropriate legal disposal site (landfill, recycling facility, or "waste to energy" facility.) The Contractor must provide documentation that final disposition of debris is completed in a DEP authorized manner.
- F. Attend planning meetings and submit reports as requested by the County.
- G. Provide Maintenance of Traffic (MOT) at all times in accordance with current FDOT Design Standards, to include off duty law enforcement as needed. Compensation for MOT will be included in costs for loading and hauling of debris as noted in Exhibit C.
- H. Comply with the County regarding restrictions of work hours (Work Hours 7AM to 7 PM est Sunday thru Saturday, school zones, peak hours, residential zones)
- I. Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- J. Coordinate with utility companies, as required, to permit safe removal of debris and to prevent blockage of critical utility devices.
- K. Provide rapid response crews to respond to hazardous debris conditions the same day as directed by the County or its representatives. Provide a certified technician for the handling of all hazardous material (i.e. Freon).
- L. Private Property work of any type shall not commence without written authorization from the County or FEMA's Federal Coordinating Officer (assigned to that area) and shall be in accordance with FHWA and FEMA guidelines (refer to FEMA's Guideline for private

property debris removal, DAP9523.13). If written authorization is provided, ensure the proper Right of Entry form and Indemnification certification from the property owner is obtained prior to commencing work.

- M. Any debris removal work for other clients shall be kept separate from the County's debris removal operations.
- N. All trucks must be mechanically loaded and all loads must be covered.
- O. All loading equipment shall have rubber tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove the load debris. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.
- P. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to the County.
- Q. The Contractor shall take digital photos of any damages caused by his operations and provide digital copies and GPS coordinates to the County.
- R. Once road priorities are established by the County or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No assigned streets should be bypassed based on quantity of debris alone, unless directed by the County or its designated representative.
- S. Remove/extract hazardous stumps. Removal of hazardous stumps shall commence only when authorization has been given by the County or designated representative. Stump removal operations shall be in accordance with FHWA and FEMA guidelines. Stumps measuring 24" in diameter or greater and authorized for removal by the County or its representative will be compensated at the "each" price, and includes removal, disposal and backfilling of hole.

Free standing stumps on the rights-of-way, and removal/extrication of hazardous stumps less than 24" will be compensated as normal debris. Hazardous stumps shall be kept separate from other vegetative debris.

Fill any holes left by removed trees or stumps. The cost of borrow required for fill will be included in the cost of bid items. The type of borrow material used must be approved by the County.

- T. Remove hazardous hanging limbs. Removal of hazardous hanging limbs shall commence only when authorization has been given by the County or designated representative. Limbs, still hanging in a tree, are considered hazardous if they measure greater than 2" in diameter and threaten a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, etc.) and are located on improved public property.

All hazardous limbs in a tree should be cut and removed from the roadway at the same time the work is being conducted in that sector. Limbs shall be cut at the closest main branch junction. Compensation will be per tree. Hazardous limbs shall be kept separate from other vegetative debris.

- U. Remove hazardous leaning trees. Removal of leaning trees shall commence only when authorization has been given by the County or designated representative. A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six (6) inches or greater at 4.5 feet; and one or more of the following criteria are met:

- It has more than 50 percent of the crown damaged or destroyed;
- It has a split trunk or broken branches that expose the heartwood;
- It has fallen or been uprooted within a public-use area; and / or
- It is leaning at an angle greater than 30 degrees.

Damaged trees and exposed roots are to be removed to ground level. Compensation for hazardous trees will be per tree including all costs of disposal. Hazardous trees shall be kept separate from other vegetative debris.

Compensation for leaning trees less than six (6) inches in diameter at 4.5 feet, which are not an immediate hazard, shall be cut at ground level. Compensation for the cut portion will be per the normal debris rate.

- V. For Trees, Limbs, and Stumps provide services and documentation according to and in compliance with FEMA publication 9580.204.
- W. Vacuum inlets and sweep curb and gutter sections as directed by the County or its designated representatives.
- X. Remove and dispose of white goods. White goods include washing machines, clothes dryers, dehumidifiers, dishwashers, microwaves, gas and electric stoves, refrigerators, freezers, air conditioners and water heaters or coolers. The Contractor shall ensure that white goods are collected separately, cleaned and processed to remove putrescent debris inside and all oils, solvents, and refrigerants are removed. Refrigerant removal shall be completed by a certified technician.
- Y. Remove and dispose of Household Hazardous (HHW) waste. HHW includes anything containing volatile chemicals that catch fire, react, or explode under certain circumstances or that are corrosive or toxic such as aerosol cans, paint, stains, varnishes, solvents, petroleum or pesticide products. Compensation will be per cubic yard which will be lined in accordance with Florida Department of Environmental Protection (FDEP) and Environmental Protection Agency (EPA) disposal facility. The Contractor will ensure that

the chain-of-custody is maintained throughout the collection, handling, transport, and disposal of HHW. Compensation includes disposal.

- Z. Remove and dispose of electronic waste. Electronic waste, or e-waste, includes electronics that contain hazardous materials such as cathode ray tubes, such as computer monitors and televisions. The Contractor shall ensure that e-waste is removed intact and properly segregated.
- AA. Remove vessels and vehicles from County Right-Of-Way and property that block public access and critical facilities as directed by the County. The Contractor shall store vehicles and vessels in an area where they are secured and protected. The aggregate area shall be designated by the Contractor and must be approved by the County. Compensation to include handling, hauling, storage and disposal.
- BB. Remove and dispose of Putrescent Debris as directed by the County or designated representative. Putrescent Debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. Compensation will be per the actual weight removed.
- CC. Perform, screening of sand deposited on the rights-of-way, as directed by the County. After screening, the sand shall be taken to a staging area as close to the original location as possible until final disposal or reuse has been determined and eligible storm debris will be hauled to a DDMS or ultimate disposal site.
- DD. Sand contaminated with any hazardous wastes shall be properly segregated and proper security precautions shall be followed in accordance with applicable federal, state and local rules, regulations and laws. Sand screening operations shall be done in accordance with all federal, state, and local rules and regulations.
- EE. Sand screening crews must be composed of an appropriate mechanized screener, loader, and necessary labor to adequately load and operate screener. Hand screening will not be allowed.

Staging/Reduction

- A. Secure the necessary permits for the DDMS's for any non -County approved sites from the appropriate regulatory agencies; prepare and manage the DDMS 's and when operations are complete, return all DDMS to their original condition to the satisfaction of the County and the regulatory agencies. Perform any testing required or requested by the regulatory agencies to ensure DDMS's have not been contaminated.
- B. The County has identified DDMS locations within the County that the contractor may use based on availability. County approval is required prior to opening any DDMS for operation.

- C. Should it become necessary for multiple contractors to utilize the same DDMS, the County will assign the contractor with the lowest bid for DDMS management, to manage and operate the DDMS.
- D. DDMS Management activities include, but are not limited to:
- secure the DDMS to ensure no unauthorized or illegal dumping can occur at the site;
 - provide necessary electricity, water, and sanitary facilities;
 - control the ingress/egress, drainage, dust and erosion on site;
 - maintain all access roads;
 - provide monitoring towers as needed.
 - provide, operate and maintain equipment for debris reduction and segregation at the DDMS.
 - Maintain segregation of debris (vegetative vs. non-vegetative).
- E. Provide a means for the County or their designated representative to measure and certify all trucks. All DDMS's shall be equipped with at least one tower from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the DDMS. Towers will be constructed per the County's specifications and anchored into the ground. Each tower will contain a fire extinguisher and a first aid kit.
- F. Reduction of debris will commence within seven (7) days, and hauling out of reduced debris for final disposal shall commence within three (3) weeks after accepting loads at any DDMS.
- G. Whenever possible, reduce vegetative debris via:
- Grinding
 - Air Curtain Incineration (Ensure proper authorization is obtained)
 - Open Burning
 - Compacting
 - Recycling
- H. Reduce and dispose of any vegetative debris hauled to the DDMS's by the County crews, and as directed by the County, other government agencies and contractors that are supporting the County debris operations. This debris will be kept separate from other vegetative reductions to ensure that only the reduction and haul out fees will be compensated for.
- I. Reductions from FEMA eligible hazardous stumps, leaning trees, and hanging limbs that are hauled at the each price will be kept separate from other vegetative reductions. This will ensure that only the tipping fees will be compensated for above and beyond the unit price.

- J. Remove, recover and process oxygen depleting Freon/refrigerants; mercury or compressor oils from any white goods, such as refrigerators, freezers or air conditioners, at the final disposal site. Proper disposal must be documented.
- K. Hazardous Waste shall be properly segregated and proper security precautions shall be followed using certified technicians. Proper disposal must be documented.
- L. Vessels, trailers, and vehicles removed from the Right-Of-Way shall be stored in a secured area designated by the Contractor and approved by the County. Depending on the ownership, the vehicles can be returned, salvaged, or destroyed.
- M. Ensure vehicles and vessels are processed to remove all minerals and fluids before processing or destruction.
- N. Whenever possible, all debris will be recycled, and proceeds given to the County. Documentation of all debris recycling proceeds received by the Contractor will be maintained in a format approved by the County and provided with each invoice submittal. The Contractor shall make a line-item adjustment to each invoice submitted which reflects the Contractors proceeds from recycling. Common recyclable materials are metals; soil and concrete, asphalt and masonry debris.

Administration and Paperwork

- A. The contractor shall be responsible for the preparation of all invoices in an electronic format acceptable to the County and in accordance with federal, state and local rules, regulations and laws. Invoices shall include original receipts and all backup necessary to support the quantities and amounts invoiced.
- B. All changes to the contract shall be made in writing and approved by both parties as stipulated in 44 CFR 13.36. The contractor shall be responsible for implementing any approved changes to this scope based on modifications of specific guidance to federal/state debris removal policies.

3.0 SERVICE TO BE PROVIDED BY COUNTY OR ITS DESIGNATED REPRESENTATIVE

Field Operations

- A. Identify and evaluate the scope of the post-disaster debris problem.
- B. Provide inspection for all contractor operations.
- C. Provide field inspectors in sufficient numbers to adequately monitor all field operations. One (1) inspector will be assigned to every contractor crew, unless otherwise authorized by the County.

- D. Identify and prioritize the removal from Federal Aid Highway segments; State, local and private roadways authorized by the County and rights-of-way (primary and secondary roads) in the County. Prioritization of debris cut and toss and debris removal will be based on a “zone approach” (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone, unless directed by the County.
- E. Ensure no pickup of unauthorized debris by the contractor and his subcontractors unless directed by the County.
- F. Verify that all field crews are outfitted with required safety gear. Contractor is responsible for its crews’ safety
- G. Conduct safety meetings with field staff, as necessary.
- H. Provide guidance regarding restrictions of work hours (school zones, peak hours, residential zones).

Staging/Reduction

- A. Identify potential staging areas for debris stockpiling and reduction. There is no guarantee as to availability or suitability.
- B. Provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- C. Certify capacities of all contractor equipment and maintain these records – randomly checking these capacities throughout the operations.

Administration and Paperwork

- A. Debris load tickets will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements.
- B. The County may utilize electronic debris monitoring; this will limit the number of copies of debris tickets provided in the field.
- C. Spreadsheet format for invoices will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements. The County shall be responsible for obtaining all necessary documentation from the contractor and subsequently submitting to FHWA and/or FEMA when requesting reimbursements.
- D. Schedule and facilitate planning meetings with the Contractor.

4.0 PAYMENT

- A. Payment, less applicable retainage as described below, will be made in accordance with the Fee Rates shown Attachments C. Such payment will be full and complete payment for all work performed as required in Sections 1.0 and 2.0. Proposal prices shall include all direct costs for performing the work as well as all indirect costs including, but not limited to, administrative costs, food and lodging; all overheads and profits. The retainage will be paid to the contractor upon satisfactory completion of the entire project, including site restoration.
- B. Loads shall be recorded using traditional cubic yards. Payment will be based on rates as provided in Attachments C.
- C. The contractor may be paid for mobilization of cut and toss crews within the County as set forth in Attachment C, if requested, and the impact of a disaster does not materialize. This will be a no-bid item and the amount will be established by the County.
- D. Payment for management of the DDMS will be based on the quantity of debris hauled into the DDMS.
- E. A lump sum retainage of 20% for each invoice will be held from the total invoice of work performed at the staging areas until the staging area is restored to its original condition or as otherwise mutually agreed. The lump sum amount will be withheld from the first invoice submitted. The contractor may post a bond in lieu of such retainage. However, the bond(s) must be posted prior to work beginning at the DDMS.
- F. The bid items listed in Attachments C include compensation for all work required in Sections 1.0 and 2.0.

5.0 BEGINNING AND LENGTH OF SERVICES

The agreement resulting from this solicitation is anticipated to be for a period of five years, commencing on April 12, 2017 and continuing until April 30, 2022.

Attachment B
PROPOSAL SUBMISSIONS AND EVALUATION CRITERIA

Each response to this solicitation shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of information requested. Excessive information will not be considered favorably.

Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. **Proposals may be submitted bound by binder clips only.** No manner of plastic, comb or wire bindings or staples are acceptable.

All submittals shall contain the following elements **in the order given:**

Tab 1. Proposal Response Form (0 points)

Tab 2. Contractors Qualification and Experience (30 Points)

- A. Firm name, business address and office location, telephone number.
- B. Federal Identification Tax Number or Social Security Number.
- C. The age of the firm, brief history, and average number of employees over the past five years.
- D. Contractor's Business Information Form
- E. Names and descriptions of similar projects for which the firm is presently under contract.
- F. List of projects which best illustrates the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.) Please include:
 - 1) Name and location of the project
 - 2) The nature of the firm's responsibility on this project
 - 3) Project Owner's representative name, address, phone number, e-mail address
 - 4) Date project was completed or is anticipated to be completed
 - 5) Project manager and other key professionals involved and specify the role of each
- G. A letter/affidavit from a bonding company that certifies the Contractor has the financial means and capacity to bond 100% payment and performance for the face amount of \$5,000,000 for authorized task(s).

Tab 3. Operations & Management Plan (20 Points)

- A. Supply a brief resume of key persons (Principle in charge, local on-site project manager, data collection manager) to be assigned to the project including but, not limited to:
 - 1) Name & title
 - 2) Job assignment for other projects
 - 3) Percentage of time to be assigned full time

- 4) How many years with this firm
- 5) How many years with other firms
- 6) Experience
- 7) Education
- 8) Other experience and qualifications that is relevant to this project

- B. Describe how you would approach the services required in the scope of services (Attachment A). Be sure to specifically address the following: Pre-event Planning; Field Operations; Staging/Reductions; Administration and Paperwork; and other FEMA requirements and record keeping. Please clearly indicate in your proposal the time it will take upon receiving a Notice to Proceed to fully staff the project.
- C. Describe clearly and concisely the methodology you will use for working with the Debris Monitoring Contractor.

Tab 4. References (20 Points)

Potential contractors are required to supply not less than three references, preferably from companies that are of equal size or larger to the City/County and have had similar types of services provided to them in the last 5 years. The reference should identify the company name, contact name and phone number. Numbers that do not connect to the proper person will be credited a zero for that reference.

The County and City reserve the right to call known references from past experiences, or be references for any companies that we have traded with in the past, whether listed as reference or not.

Tab 5. Cost (30 Points)

Prepare and provide a comprehensive cost proposal that is in compliance with all FEMA requirements for the billing and reimbursement of all reimbursable costs.

Primary method of rate evaluation will include applying rates for vegetative debris removal, reduction, and hauling to a typical moderate hurricane. This shall utilize debris volumes experienced following Hurricane Hermine in addition to estimates provided by Leon County Public Works. These estimates are included on the Pricing Proposal Form. This process is being used for evaluation purposes only. Compensation under the Agreement shall be for actual work provided.

The vendor with the lowest price for services will receive the full 30 points in the Bid Evaluation. All remaining vendors will be given a percentage of the points value calculated by the percentage of pricing against the lowest bid. In other words, if the low bid was \$1.00 and the next bidder was \$1.10, the second bidder would be receiving 36.3 points or 91% of the score. Example:

$$\frac{\text{Lowest Price Proposed}}{\text{Vendor's Proposed Price}} \times 30 = \text{Point Score for Cost}$$

Unbalanced Proposal Pricing: When unit price proposed has variable or estimated quantity and proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

Phase II and III of Attachment C must be completed or proposal will be deemed non responsive.

Total: 100 Points (maximum)

**Attachment C
FEE RATES FOR
EMERGENCY CUT & TOSS AND DEBRIS REMOVAL SERVICES**

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
Phase I – cut and toss of debris from roadway					
	Pre-position Fee - Per Crew, Per Day - Do Not Bid	Per Crew/ Per Day (PCPD)	N/A	N/A	\$ PCPD
*Pay parameters will be determined prior to mobilization call-up and will commence when Contractor's crews arrive at site.					
1	<ul style="list-style-type: none"> Two Chainsaw Operators with Chainsaws Appropriate Rubber Tire Equipment (including operator) Supervisor with Vehicle 	Per Hour (PH)	N/A	N/A	\$ PH

Phase II - Collection , Hauling to Staging Site and Reduction							
	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
1	Loading and Hauling Vegetative Debris (Price to include MOT and debagging loose debris) (This includes Public and Private roads)	Cubic Yard (CY)	From ROW to DDMS or Directly to Final Disposal	N/A	200,000	/CY	

Phase II - Collection , Hauling to Staging Site and Reduction							
	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
2	Disaster Debris Management Site (DDMS) Management (to include preparation; management; segregating at site and restoration of County supplied site)	CY of debris hauled into the DDMS	N/A	N/A	200,000	/CY	
3	Reduction of Vegetative Debris (Price to include MOT and final disposal site)	CY	N/A	Grinding	200,000	/CY	
				Air Curtain Incineration	200,000	/CY	
				Open Burning	200,000	/CY	
				Compacting	200,000	/CY	
4	Hazardous Stump Removal (Price to include removal, disposal and backfilling costs)	Stump	From ROW	24" - 48"	25 EA	/EA	
				> 48"	1 EA	/EA	
5	Removal of eligible hanging Limbs > 2" (Price to include cost of disposal)	Tree	From ROW	> 2 " inches	6,900 Trees	/Tree	
6	Removal of Hazardous Leaning Trees > 6" @ 4.5' above the ground (Price to include cost of disposal)	Tree	From ROW	6" - < 12'	160	/EA	
				13" - < 24"	75	/EA	
				25" - < 36"	10	/EA	
				37"- <48"	5	/EA	
				>50"	1	/EA	
7	Loading and Hauling C&D Debris to a DDMS (Price to include MOT and final disposal) (This includes Public and Private roads)	CY	From ROW	N/A	100,000	/CY	

Phase II - Collection , Hauling to Staging Site and Reduction							
	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
8	Eligible demolition, Removal and Transportation of Structures. (Public Property Only)	CY	N/A	N/A	700	/CY	
9	Eligible Demolition, Removal and Transportation of Asbestos-Containing Structures. (Public Property Only)	CY	N/A	N/A	700	/CY	
10	White Goods Hauling and Final Recycling / Disposal (This includes Public and Private property)	Each	From ROW	N/A	25	/EA	
11	Removal and Disposal of oxygen depleting Freon/refrigerants; mercury or compressor oils from White Goods	Each	At DMS	N/A	10	/EA	
12	Hazardous Household Waste (HHW) removal and disposal (This includes Public and Private property)	Pound	From ROW	N/A	100	/LB	

Phase II - Collection , Hauling to Staging Site and Reduction							
	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
13	Removal of Electronic Waste (To include televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.) (This includes Public and Private property)	Each	From ROW	N/A	75	/EA	
14	Removal of trailers and vehicles (Price to include handling, hauling, storage and disposal) (This includes Public and Private property)	Each Vehicle (Cars, trucks, tractor trailers)	From ROW	N/A	10	/EA	
15	Removal of Vessels (Price to include handling, hauling, storage and disposal)	Per Linear Foot	From ROW	LF	300	/LF	
16	Removal of Putrescent Debris, debris that will decompose or rot (animal carcasses and organic fleshy matter) (This includes Public and Private property)	Per Pound (weight @ removal)	From ROW to final disposal	N/A	50	/LB	

Phase II - Collection , Hauling to Staging Site and Reduction							
	Description	Unit	Origin/ Destination	Criteria	Estimated Quantity	Unit Price	Total
17	Eligible Abandoned Vehicle Removal (This includes Public and Private property)	Each	From ROW to final Disposal	N/A	1	/EA	
18	Loading and Hauling Sand, Soil, Silt and Sediment (This includes Public and Private property)	CY	From ROW	N/A	250	/CY	
			From DMS	N/A	250	/CY	

Phase III - Loading of Reduced Material and Final Disposal							
19	Loading and Hauling Reduced Debris for Vegetative and C&D Only (Price to include MOT)	CY	From DMS to final disposal	N/A		/CY	
20	Disposal / Tipping Fees	Actual Costs	N/A	N/A		/Ton	

* If a pay item is left blank or N/A is used, the bid shall be declared irregular and the County may reject the proposal (with the exception of item #20).

Rates shall include all overhead, operating margin and other expenses, such as food and lodging if required. Only the rates shown shall be paid by the County. Payment will be made based on actual units of work performed as approved by the County.

Additional pricing required to be submitted on Attachment D

**Attachment D COST/FEE
PROPOSAL FORM**

RESPONDENT/FIRM NAME: _____

A. LABOR CATEGORY	UNIT	UNIT PRICE
1. Administrative Assistant	Hour	
2. Bonded and Certified Security Personnel	Hour	
3. Clerical / Individual	Hour	
4. Crew Foreman w/ Cell Phone & Truck	Hour	
5. Hazardous Materials Removal and Disposal Worker w/ Gear	Hour	
6. Inspector w/ Vehicle	Hour	
7. Laborer w/ Small Tools	Hour	
8. Mechanic w/ Truck and Tools	Hour	
9. Operator w/ Chainsaw	Hour	
10. Operations Manager w/ Cell Phone & Truck	Hour	
11. Superintendent w/ Truck	Hour	
12. Survey Person w/ Truck	Hour	
13. Traffic Control Personnel or Flag Person	Hour	
14. Tree Climber w/ Chainsaw & Gear	Hour	
15. Ticket Writers / Individual	Hour	
LIST OTHER STAFF BELOW		
16.	Hour	
17.	Hour	
18.	Hour	
19.	Hour	
20.	Hour	
21.	Hour	
22.	Hour	
23.	Hour	
24.	Hour	
25.	Hour	

B. CREW CATEGORY	Hourly Labor Rate	UNIT PRICE
Wheel Loader, 2.5 CY, with Operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) Laborers with small tools.		

COST/FEE PROPOSAL FORM

RESPONDENT/FIRM NAME: _____

C. EQUIPMENT TYPE (with operator, fuel & maintenance)	UNIT	UNIT PRICE
1. Air Curtain Burner, Self-Contained Unit	Hour	
2. Backhoe - Rubber Tire Type, J.D. 310 or equal w/bucket & hoe	Hour	
3. Bucket Truck, 50 Ft.	Hour	
4. Bucket Truck, 50' to 75'	Hour	
5. Chipper, w/2 man Crew / Morbark Storm	Hour	
6. Crash Truck, w/ Impact Attenuator	Hour	
7. Dozer, Tracked, D-6 or equal	Hour	
8. Dozer, Tracked, D-7 or equal	Hour	
9. Dozer, Tracked, D-8 or equal	Hour	
10. Dump Truck - 6 CY	Hour	
11. Dump Truck - Trailer, 50-80 cubic yard	Hour	
12. Dump Truck-Tandem, 14-18 cubic yard	Hour	
13. Dump Truck-Trailer, 24-40 CY	Hour	
14. Dump Truck-Trailer, 41-60 CY	Hour	
15. Dump Trailer w/Tractor, 30 to 40 CY	Hour	
16. Dump Trailer w/Tractor, 41 to 50 CY	Hour	
17. Dump Trailer w/Tractor, 51 to 60 CY	Hour	
18. Lowboy Trailer with Tractor	Hour	
19. Excavator, Rubber Tired with debris grapple	Hour	
20. Farm Tractor, w/ Boxblade	Hour	
21. Feller Buncher, 611 Hydro-Ax	Hour	
22. Forklift - Extends Boom with debris grapple	Hour	
23. Generator, 16 to 100 kW, list kW capacity	Hour	
24. Generator, 210 to 350 kW, list kW capacity	Hour	
25. Generator, 1,100 to 2,500 kW, list kW capacity	Hour	
26. Grinder - Tub / Horizontal Grinder, Diamond Z or equal w/minimum throughput for waste less than 6 inch diameter of 80 tons per hour	Hour	
27. Grinder, Hand Fed Debris	Hour	
28. Hydraulic Excavator, 1.0 CY	Hour	
29. Hydraulic Excavator, 1.5 CY	Hour	
30. Hydraulic Excavator, 2.0 CY	Hour	
31. Lift, 4 Wheel Drive	Hour	
32. Light Tower w/ Generator	Day	
33. Loader - Bobcat, 753 or John Deere 648-E with debris grapple	Hour	
34. Loader - Front End, 544 or equal with debris grapple	Hour	

**COST/FEE PROPOSAL
FORM**

RESPONDENT/FIRM NAME: _____

35. Loader - Knuckleboom -216 Prentice or equal	Hour	
36. Loader - Self, Scraper CAT 623 or equivalent	Hour	
37. Loader - Self, Knuckle Boom Truck, 25-35 CY Body	Hour	
38. Loader - Self, Knuckle Boom Truck, 35-45 CY Body	Hour	
39. Loader - Wheel, 4.5 CY	Hour	
40. Log skidder-JD 648E, or equivalent	Hour	
41. Mobile Crane, 30 Ton	Hour	
42. Mobile Crane, 50 Ton	Hour	
43. Mobile Crane, 100 Ton	Hour	
44. Motor Grader-CAT 125 - 140HP	Hour	
45. Power Screen	Hour	
46. Pump, 40 to 140 HP (minimum 25' intake and 200' discharge to include fuel and support personnel)	Hour	
47. Pump, 200 HP to 350 HP (minimum 25' intake and 200' discharge to include fuel and support personnel)	Hour	
48. Stacking Conveyor	Hour	
49. Stump Grinder/ Vermeer 252	Hour	
50. Tub Grinder, 800 – 1,000 HP	Hour	
51. Tub Grinder, 12 Foot / Morbark 1200	Hour	
52. Tub Grinder, 13 Foot / Morbark 1300	Hour	
53. Tub Grinder, 14 Foot / Diamond Z 1463	Hour	
54. Truck, Flatbed, 2 Ton	Day	
55. Walking Floor Trailer w/Tractor, 100 CY	Hour	
56. Water Truck, (non-potable, dust control and pavement maintenance)	Hour	

COST/FEE PROPOSAL FORM

RESPONDENT/FIRM NAME: _____

D. RENTAL SERVICES	UNIT	UNIT PRICE
1. Office Trailer, 40 ft (includes delivery, set up and removal)	Day	
2. Passenger Car	Day	
3. Passenger Van	Day	
4. Portable Toilet, Single	Week	
5. Truck, 1/2 ton Pickup	Day	
6. Truck, 3/4 ton Pickup	Day	
7. Truck, 1 ton Pickup	Day	
8. Truck, 6 Wheel Drive Heavy Off Roads	Day	
9. Truck, Box	Day	
10. Truck, Service	Day	
11. Truck, Supplies	Day	
12. Truck, Water	Day	
13. Utility Van	Day	
14. Water Tanker for Bulk Water, Tanker	Day	
15. Winch - Truck mounted / Tow truck	Day	

E. MISCELLANEOUS EQUIPMENT, ITEMS & SERVICES	UNIT	UNIT PRICE
1. Bagged Ice, 50/100 lbs, delivered	LB	
2. Bottled Water, Palletized Truck Load	Gal	
3. Bulk Water, Tanker	Gal	
4. Sediment removal and disposal from stormwater facilities.	CY	
5. Sediment removal from stormwater ditches canals and lakes.	CY	
6. Hay Bales (includes installation)	Each	
7. Floating Turbidity Barrier (includes installation)	LF	
8. Staked Silt Fence (includes installation)	LF	
9. Sodding (includes installation)	SF	
10. Fill Dirt (includes delivery, placement and compaction in place)	CY	
11. Tree Protection, (includes installation)	LF	
12. Rip Rap, (includes installation)	CY	
13. Dewatering, (includes mobilization, installation and demobilization)	Hour	

NOTE: THE FOLLOWING ITEMS WILL BE USED FOR BASIS OF AWARD: FEE RATES FOR EMERGENCY CUT & TOSS AND DEBRIS REMOVAL SERVICES, PHASE I, II, AND III.

PLEASE PROVIDE PRICE FOR ALL ITEMS IN THIS ATTACHMENT. ANY ITEMS WITHOUT A PRICE WILL BE ASSUMED NOT PROVIDED BY THE PROPOSER AND MAY NOT BE CONSIDERED.

Attachment E
ADDITIONAL FEDERAL TERMS AND CONDITIONS

1. DISPUTES/REMEDIES

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

2. EQUAL OPPORTUNITY

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

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

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

4. COPELAND ANTI-KICKBACK ACT

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

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

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

- a. General. Leon County, Florida is using Public Assistance grant funding awarded by FEMA to the State of Florida to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA-XXXX-XX, FEMA requires the State of Florida provide various financial and performance reporting.

- 1) It is important that the contractor is aware of these reporting requirements, as Leon County, Florida may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Florida which, in turn, will enable the State of Florida to satisfy reporting requirements to FEMA.
- 2) Failure of the State of Florida to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

- b. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- 1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
- 2) 44 C.F.R. § 13.41 (Financial Reporting)
- 3) 44 C.F.R § 13.50(b) (Reports)
- 4) 44 C.F.R. § 206.204(f) (Progress Reports)
- 5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
- 6) FEMA-State Agreement”

6. ACCESS TO RECORDS

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

7. RETENTION OF RECORDS

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

representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.”

8. CLEAN AIR ACT

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

9. ENERGY EFFICIENCY/CONSERVATION

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

10. FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

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

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

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
12. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and title of Contractor's Authorized Official

Date

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

14. PROCUREMENT OF RECOVERED MATERIALS

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

15. DHS SEAL, LOGO, AND FLAGS

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

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

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

17. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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


**Leon County
Board of County Commissioners**

Notes for Agenda Item #12

Leon County Board of County Commissioners

Agenda Item #12

May 9, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Pre-Event Contracts for Disaster Debris Monitoring Services

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director, Public Works
Lead Staff/ Project Team:	Robert Mills, Assistant Public Works Director Scott Ross, Director, Office of Financial Stewardship Roshaunda Bradley, Assistant to the Public Works Director

Statement of Issue:

This agenda item seeks the Board's approval of pre-event contracts with Thompson Consulting Services, LLC and Tetra Tech for disaster debris monitoring services.

Fiscal Impact:

This item has no current fiscal impact. Costs are incurred only if a storm event occurs and the contractors receive a Notice to Proceed. It is anticipated that if the event is a federally declared disaster, at a minimum, FEMA would reimburse the County 75% of these costs.

Staff Recommendation:

Option #1: Approve the pre-event contracts with Thompson Consulting Services, LLC and Tetra Tech for disaster debris monitoring services (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

This item seeks authorization to execute pre-event contracts for disaster debris monitoring services with Thompson Consulting Services, LLC and Tetra Tech. The County's debris monitoring contract with O'Brien's Response Management expired on January 31, 2017, but was extended for six months to allow the contractor to complete work associated with Hurricane Hermine and FEMA reimbursement.

In 2006 and 2011, the County and City of Tallahassee embarked upon a joint process to select debris removal vendors and a debris monitor. That process entailed the City issuing a RFP for debris removal services; the County issuing a RFP for debris monitoring services; and a joint County/City committee reviewing all submittals for recommendations to their respective Boards. This resulted in the County and City executing separate agreements for the services, yet utilizing the same vendors to reduce confusion and boundary issues during post-storm recovery. This approach proved to be successful for the past two contract terms, and staff seeks to continue this practice.

Immediately following the recovery of Hurricane Hermine, staff began coordination with the City to review the 2011 RFP for potential modifications needed prior to the issuance of a new RFP for debris monitoring services. On February 25, 2017, the County's Purchasing Division issued the RFP on behalf of the County and the City.

Analysis:

Proposals were due on March 27, 2017, and three firms responded to the RFP. Responding firms included Metric Engineering, Inc., Tetra Tech, and Thompson Consulting Services, LLC.

The joint County/City evaluation committee met on March 27, 2017 to receive the proposals, establish the process for review, and schedule the subsequent committee meeting. The committee met again on April 3, 2017 to discuss the overall evaluation of the proposals based on the criteria identified in the RFP and to determine the recommended award.

Proposals were evaluated based on a two-step process. The first step involved each proposal being reviewed to ensure vendors met the minimum qualifications regarding financial capacity and insurance requirements. Additionally, to be deemed qualified, each vendor had to demonstrate that it had successfully managed at least two disasters in the last five years to the point that all submissions were accepted and processed thru FEMA, all submissions were completed in a timely basis, and the customer would use the company again. Vendor submissions determined to have met or exceed all of the qualification criteria were awarded a score of "Pass" and were able to move forward to Step Two of the evaluation process.

Step two involved the evaluation of the proposal based on the elements, and corresponding points assigned to each category in Table #1.

Table #1: Evaluation Categories & Points

Category	Points Allowed
Qualifications and Experience	15
Operations and Management Plan	20
References	25
Cost	40
Max Points	100

Based on the joint County/City evaluation committee's evaluation, the final ranking is in Table #2, with Thompson Consulting Services, LLC being the highest ranked vendor.

Table #2: Final Ranking

Company	Total Score
Thompson Consulting Services, LLC	91
Tetra Tech	84
Metric Engineering, Inc.	72

Staff recommends that the Board approve pre-event contracts with the top two firms. Past experience has proven that having more than one pre-event contract for debris monitoring services would be in the best interest of the County in the event the current contractor is unable to fulfill its contractual obligations or if the damage is so extensive that additional resources are required. Based on scoring, Thompson Consulting Services, LLC would be considered the primary contractor. Tetra Tech would be activated if the circumstances are warranted. Staff anticipates this service contract and recommendation to also go before the City Commission as presented herein.

Costs are incurred only if a storm event occurs and the contractor receives a Notice to Proceed. If the event is declared a natural disaster by the President, staff anticipates at least 75% of the contractor's costs would be FEMA reimbursable.

MWBE Participation

The final pre-event contracts **must** comply with all FEMA requirements for billing and reimbursement, therefore, prescribing Minority and Women Business Enterprise (MWSBE) aspirational targets is **not allowed** by federal rules. While there were no MWSBE aspirational targets prescribed for this solicitation, each firm was strongly encouraged to secure MBE and WBE participation. Additionally, as specified in the RFP documents, FEMA rules state that each firm must take the following affirmative steps to enhance minority business participation when possible (2 C.F.R. Part 200.321):

- Place qualified small, minority, and women-owned business on solicitation lists;
- Assure that such business are solicited when they are potential sources;

- Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
- Establish delivery schedules, where the requirement permits, which encourage such business to respond; and
- Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce.
- Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Staff will monitor the contract to encourage minority business participation should the County activate disaster debris monitoring services.

Options:

1. Approve the pre-event contracts with Thompson Consulting Services, LLC and Tetra Tech for disaster debris monitoring services (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the pre-event contracts for disaster debris monitoring services.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Draft Debris Monitoring Contract

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and XXXXXXXXXX, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County with services in accordance with the scope, terms, and conditions as listed in Invitation to Bid # BC-03-27-17-28, Disaster Debris Monitoring Services which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, **a reduced portion of which is attached hereto with a full version available to view** in the Purchasing Division, all of which is incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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

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

3. TIME

The Agreement shall be for a period of five years, commencing on June 1, 2017, and shall continue until May 31, 2022.

4. CONTRACT SUM

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

5. PAYMENTS

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

A. The County Project Manager is:

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

B. The Contractor's Project Manager is:

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

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

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

D. Proper form for a payment request for this contract is:

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

A. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

6. STATUS

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

7. INSURANCE

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

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

General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent

Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X,C,U).

- 1) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 2) 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.
- 3) Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members (County is to be named as Additional Insured).
- 4) Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
- 5) Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

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

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. PERMITS

The Contractor shall pay for all necessary permits as required by law.

9. LICENSES

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

10. ASSIGNMENTS

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

11. PAYMENT AND PERFORMANCE BOND

Upon activation of this agreement by the County, the Contractor will be required to provide Performance and Payment bonds in the amount of \$2,000,000 or 100% of the Task value, whichever is greater, within three (3) calendar days of a written "Notice to Proceed" or "Task Activation" by the County. The performance and payment bonds shall be held for the life of the task in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein.

The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

1. Performance bond from a surety company.
2. An irrevocable letter of credit from a bank or other acceptable financial institution.

3. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

"In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____ (address) _____ , which is located in Tallahassee, Florida. "

12. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

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

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

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

14. MONITORING

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

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

15. TERMINATION

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

16. PUBLIC ENTITY CRIMES STATEMENT

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

17. UNAUTHORIZED ALIEN(S)

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

18. EMPLOYMENT ELIGIBILITY VERIFICATION

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

19. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

20. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the

Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

21. REVISIONS

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

22. VENUE

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

23. CONSTRUCTION

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

24. CONFLICTING TERMS AND CONDITIONS

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

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-03-27-17-28

Exhibit B – Vendor's Response to Solicitation

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

By: _____
President or designee

Date: _____

Printed
Name

Title: _____

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Sample Draft



REQUEST FOR PROPOSALS

FOR

DISASTER DEBRIS MONITORING SERVICES

PROPOSAL NUMBER BC-03-27-17-28

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

Release Date: February 25, 2017

RFP Title: Request for Proposals for Disaster Debris Monitoring Services

Proposal Number: BC-03-27-17-28

Opening Date: March 27, 2017 at 2:00 PM

I. INTRODUCTION

Leon County (County) in cooperation with the City of Tallahassee (City) is requesting proposals from qualified contractors for Disaster Debris Monitoring Services for a period of five (5) years. Wherever this document refers to the County, it may also stand as a reference the City. It is the intent of this solicitation to enter into a pre-event contract (s), which would result in no immediate costs. This solicitation will result in the selection of experienced firms to monitor removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property, public right-of-ways and under limited conditions, private properties and private accesses, and if necessary monitor services for setup and operation of Disaster Debris Management Sites (DDMS) in Leon County, Florida, immediately after a hurricane or other disaster. See and refer to Attachment A thru C for details.

This is a two step qualification scenario. A potential vendor must make it through the first step to progress to the next step in the evaluation process. First step (see Attachment B), a potential vendor must meet or exceed the minimum requirements listed. Second step (see Attachment C), is reviews of proposal submitted for accuracy, completeness, references, and other details required.

Vendors shall submit their proposals in three separate and sealed envelopes. The first envelope shall be marked with the Vendor's name and be identified as Step #1 and include all items required to complete Step #1. The second sealed envelope must also be marked with the Vendor's name and be marked as envelope #2 and include all remaining required items (less Attachment D). The third sealed envelope must also be marked with the Vendor's name and be marked as envelope #3 and include Attachment D, the Hourly Rate Schedule. Any vendor that does not complete Step #1, will not have envelope #2 or #3 opened during the evaluation process and the envelope may be returned to the vendor still sealed upon request of the Vendor following the successful processing of agreements.

Direct all inquiries regarding this RFP to the contact persons named below; do not contact other County or City staff (see bid information/clarification section). Information provided by other than the below contact should be considered invalid, and proposals which are submitted in accordance with such information may be declared non-responsive.

Leon County reserves the right to negotiate with the successful vendor (s) for any disaster related service not specifically listed, but required during the term of the agreement.

II. GENERAL INSTRUCTIONS:

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

Proposal Number
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.
- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the the County determines is in the best interest of the public. If any

changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division’s website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
February 25, 2017	Release of the RFP
Not later than: March 14, 2017 at 5:00 PM	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Don Tobin at tobind@leoncountyfl.gov Respondents are requested to send the e-mail to both representatives.
Not later than: March 27, 2017 at 2:00 PM	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308

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

Each Vendor shall examine the request for proposal documents carefully; and, no later than the date listed above, make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- E. **Prohibited Communications:** Any Form of communication, except for written communication with the Purchasing Division requesting clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person’s representative seeking an award from such competitive solicitation; and

2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

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

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

- F. Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- G. Proposer Registration: Proposers who obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.
- H. As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

- I. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.
- J. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A vendor may request, in their submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

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

- K. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late proposals will be returned unopened to the vendor.
- L. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- M. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners if utilized.
- N. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- O. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a

RFP Title: Request for Proposals for Disaster Debris Monitoring Services

Proposal Number: BC-03-27-17-28

Opening Date: March 27, 2017 at 2:00 PM

contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- S. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

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

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

- T. Audits, Records, and Records Retention:

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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

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

U. Monitoring:

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

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

- V. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website

or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

- W. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- X. Employment Eligibility Verification:
1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
 2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
 3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
 4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
 5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

- Y. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Leon County.

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

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

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments or divisions regarding the vendor complaint.

Z. PAYMENT AND PERFORMANCE BOND

This is a standby/Pre-Event agreement. Upon activation of this agreement by the County, the Contractor will be required to provide Performance and Payment bonds in the amount of \$2,000,000 or 100% of the Task value, whichever is greater, within three (3) calendar days of a written "Notice to Proceed" or "Task Activation" by the County. The performance and payment bonds shall be held for the life of the task in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein.

The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

1. Performance bond from a surety company.
2. An irrevocable letter of credit from a bank or other acceptable financial institution.
3. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

"In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____ (address) _____ , which is located in Tallahassee, Florida. "

- Z. A letter/affidavit from a bonding company that certifies the Contractor has the financial means and capacity to bond 100% payment and performance for the face amount of \$2,000,000 for authorized task(s). Errors and Omissions: The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.

BB. TERMS AND CONDITIONS

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

CC. WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

III. SCOPE OF SERVICES:

The scope of services is outlined with requirements on Attachment A.

IV. REQUIRED SUBMITTALS:

Required submittals are outlined in Attachment C along with the evaluation criteria for selection process.

V. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

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

as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

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

- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

VI. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

VII. MINORITY/WOMEN & SMALL BUSINESS ENTERPRISE (MWSBE) AND LABOR SURPLUS AREA FIRMS

There is no Minority and Women Business Enterprise aspirational target prescribed for this contract. The Contractor is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. If subcontracting is utilized under this contract, then the Contractor must take and document the following affirmative steps to ensure these firms are used when possible:

RFP Title: Request for Proposals for Disaster Debris Monitoring Services

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Opening Date: March 27, 2017 at 2:00 PM

- a. Place qualified small, minority, and woman-owned business on solicitation lists;
- b. Assure that such business are solicited when they are potential sources;
- c. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
- d. Establish delivery schedules, where requirements permits, which encourage such business to respond; and
- e. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce.
- f. Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs a through e of this section.

Each Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Proposers responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Proposers that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact:

Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality, MWSBE Division by telephone (850) 300-7567 or by email Djones@oeforbusiness.org

Alternates:

LaTanya Raffington, MWSBE Coordinator by email at lraffington@oeforbusiness.org

Shanea Wilks, MWSBE Coordinator by email at swilks@oeforbuisness.org

VIII. INSURANCE – See Attachment A

IX. TRAVEL EXPENSES

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

X. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At

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Opening Date: March 27, 2017 at 2:00 PM

its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

XI. AGREEMENT:

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

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

XII. PURCHASES BY OTHER PUBLIC AGENCIES:

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

ATTACHMENTS - Incorporated as if fully set out herein:

Attachment A – Scope of Services

Attachment B – Step #1 Process

Attachment C – Evaluation Criteria

Attachment D – Pricing Data

Attachment E – Federal Requirements

PROPOSAL RESPONSE COVER SHEET

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

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

Shelly W. Kelley, Purchasing Director

John E. Dailey, Chairman
Leon County Board of County Commissioners

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

_____ (Firm Name)

BY _____ (Authorized Representative)

_____ (Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

Attachment "A"

SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL MONITORING

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of electronic debris removal monitoring for Leon County hereafter referred to as the County. The Consultant shall provide all services described herein. Activities include, but are not limited to, monitoring the following - field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, disaster debris site management, debris management, and final disposal of debris to an approved facility. Roads and other County facilities will be identified by the County and direction will be given to the Contractor for clearing these roads and facilities in accordance with the County Debris Management Plan. The County reserves the right to add or remove highway segments at the direction of the County Debris Manager. While this contract scope provides for debris removal work off the state road system, no work on or off the State Road System is guaranteed. The County, at its sole discretion, may elect to perform work with in house forces or other contract forces, or may cancel this contract at any time if in the best interest of the County.

The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state and/or local programs to assist the County in its Emergency Response and Recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency.

The Consultant will be responsible for tracking all of the contract costs and adhering to the 'not to exceed' limit as defined. Proper notification must be given to the County as costs approach this limit.

The work will begin upon authorization by the County. No guarantee on minimum or maximum amounts per items bid is made under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities or fuel costs.

2.0 DEFINITIONS

1. ADMS: An Automated Debris Management System
2. City: An incorporated geographical area within a county
3. Consultant: The Consultant is a person or entity which includes employees, partners, principals, agents and assignees who are a party to this agreement for the purpose of providing services.
4. County: Geographical and political boundaries created by the state
5. County Debris Manager: A County staff member who functions as the County point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations.
6. Data Manager: Manager of data collected from monitoring operations and employed by the Consultant.
7. Debris: Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area.
8. Debris Collection Monitor: Employee of the Consultant who observes the Debris Removal Contractor removing debris from assigned areas.

9. Debris Management Plan: The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.
10. Debris Removal Contractor: A person or entity, including employees, partners, principals, agents and assignees that are under contract with the County to remove storm deposited debris according to federal and state guidelines.
11. Disaster Debris Management Site (DDMS): A Florida Department of Environmental Protection authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process.
12. Disposal Site Monitor/Tower Site Monitor: A Disposal/Tower Site Monitor is the designated Consultant's employee(s) assigned to the disaster debris management site to manage disposal operations and monitor debris removal contractor's performance. The duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.
13. Emergency Operations Center (EOC): An emergency operations center, or EOC, is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation.
14. Exit Site Monitor: Employees of the Consultant who observe outbound trucks at Disaster Debris Management sites.
15. Federal Emergency Management Agency (FEMA): FEMA is a funding source to the County for activities during an event declared a disaster by the President of the United States.
16. Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program administered by the Department, is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding.
17. Field Operations Manager: Employee of the Consultant who oversees Debris Removal Contractor(s) and general field operations including monitors and data managers.
18. GIS – A geographic information system that outputs to a shape file or a geo-database file compatible with ESRI-GIS.
19. Global Positioning System (GPS): A global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the earth, where there is an unobstructed line of sight to four or more GPS satellites, which provides a sub-meter accuracy.
20. Notice to Proceed: This is a written notice issued to the Consultant by the County fixing the date on which operations outlined will commence.
21. Project Manager: The Project Manager is a Consultant who functions as the point of contact for the County responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.
22. Ticket Manager: Consultant responsible for overseeing the electronic load ticket processing.

3.0 PERSONNEL QUALIFICATIONS

1. Data Manager: A Data Manager must have two years experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager.

2. Debris Collection Monitors, Exit Site Monitors, and Disposal or Tower Monitors must have a High School Diploma or GED, be adequately trained on Debris Operations.
3. Field Operations Manager: A Field Operations Manager must have a minimum of two years experience in disaster debris management.
4. Project Manager: A Project Manager must have a minimum of five years experience in disaster debris management. At minimum, the Project Manager must also be a permanent staff employee of the consultant.
5. Ticket Manager: A Ticket Manager must have a minimum of two years experience in electronic load ticket processing.

4.0 SERVICES TO BE PROVIDED BY THE CONSULTANT

A. Administration

The listed services shall be performed by the Consultant:

1. Pre-event Planning: The Consultant may be required to provide up to two (2) representatives to participate in County directed disaster recovery planning, training and/or exercises, 1 to 2 days each year, at no cost to the County.
2. The Consultant shall ensure daily reports are provided to the County Debris Manager or designee, to include criteria established in Section H.
3. The Consultant's Project Manager and other key personnel shall report to the County's Public Works Operations Center within 24 hours of issuance of the Notice to Proceed by the County. Commencement of work shall begin no later than 72 hours of issuance of the Notice to Proceed. The County may issue Notice to Proceed days prior to a storm event depending on the magnitude of the event and likelihood of impact in order to allow sufficient time to prepare for commencement of operations.
4. It is the responsibility of the Consultant to perform the following:
 - a) Contract Administration
 - b) Damage Assessment
 - c) Environmental Permitting of disaster debris management sites
 - d) Truck Certification
 - e) Debris Removal Monitoring
 - f) Quality Assurance and Quality Control of all documentation pertaining to debris removal monitoring.
 - g) Assist the Department in responding to public inquiries.
 - h) Be available to address questions from FEMA and FHWA both during and after services have been performed.

B. Debris Monitoring Operations

The Consultant shall coordinate with the County to schedule debris removal monitoring and contractor operations. The consultant shall provide a Project Manager who shall be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations. The Project Manager shall be the point of contact to the County. The Project Manager shall assign Field Operations Manager(s) to oversee the debris removal contractor(s), monitors, and a Data Manager to provide supervision of the data entry operations and documentation process. Project Manager duties include, but are not limited to, the following:

1. Ensure a sufficient number of trained debris monitors are available to monitor the “first push” (cut & toss) operations, if required.
2. Ensure a sufficient number of trained debris monitors are available to monitor all “first pass” and subsequent passes of debris removal and hauling activities. Consultant shall provide debris monitors communication devices, transportation or mileage reimbursement equivalent to current federal mileage rates.
3. Provide tower / disposal site monitors to observe and record all debris loads entering the disaster debris management sites.
4. Provide tower / disposal site monitors to observe and record all debris loads exiting the disaster debris management sites for final disposal.
5. Provide data entry and document processing personnel if applicable.
6. Conduct safety meetings with field staff, as necessary.
7. Respond to and document issues regarding complaints, damages, accidents or incidents involving the Consultant or Debris Removal Contractor personnel and ensure that they are fully documented and reported.
8. Coordinate daily briefings with the County and the Debris Removal Contractor(s), daily status reports of work process and staffing.
9. Ensure the documentation of environmental authorizations and/or permits for disaster debris management sites and final disposal.
10. Review and reconcile load tickets with the Debris Removal Contractor on a weekly basis.
11. Review and reconcile Debris Removal Contractor invoices submitted to the County within 30 days of receipt.
12. Preparation of interim operations and status reports and final report, as directed by the County.

C. Field Monitoring

The Consultant shall provide trained staff in sufficient numbers to adequately monitor all operations supervised by Field Operations Managers. Duties of monitors shall include, but are not limited to, the following:

1. Truck certification and documentation of all vehicles used in the debris removal activities.
2. Quality assurance / quality control (QA/QC) of truck certification measurements throughout the life of the project.
3. Provide monitoring services and documentation of all eligible debris removal activities from Federal Aid eligible roadways – First Push (Cut & Toss) and First Pass.
4. Provide monitoring services and documentation of all eligible debris removal activities on non-Federal Aid eligible roadways (public and private), as directed by the County First
5. Provide monitoring services and documentation of all eligible debris removal activities from second and subsequent passes on all roadways (public and private), as directed by the County.
6. Ensure that ineligible debris is not collected by the Debris Removal Contractor, unless directed in writing by the County.

7. Disposal Site / Tower Monitors will observe and record the truck quantity estimates of inbound and outbound debris.
8. Exit Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit of the disaster debris management site.
9. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required.
10. Maintain photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field.
11. Document and report activities to the County which may require remediation, such as: fuel spills, hazardous materials collection locations, and other similar environmental concerns.
12. Document and report to the County damages which occur on public or private property as a result of the debris removal operations.
13. Document and report to the County any violations of Department of Environmental Protection's (DEP) debris site conditions.

D. Data Management and Documentation

The Consultant shall ensure all necessary documentation is provided as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to private or public roadway, the FHWA-ER program, the FEMA PA program or other applicable Federal, state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
3. Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA – ER or FEMA PA, and/or other federal, state or local programs as outlined in and in accordance with the Debris Management Plan.
5. Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street or milepost identifier, and/or other information as available and applicable.
6. Environmental authorizations and/or permits, as applicable.
7. Daily electronic spreadsheet summaries of cubic yards / tons collected. The daily summary shall be communicated to the County Debris Manager.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
9. Assist the Department in creating field maps using GIS, as well as track and present contractor progress in GIS.

10. Organize, maintain, and provide the County electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the County upon completion of the project.

The Consultant shall utilize electronic debris monitoring and comply with requirements set forth in section E.

E. Documentation and Reimbursement

1. Automated Debris Management System (ADMS) – Per FEMA's Public Assistance Debris Monitoring Guide, policy document 327, advances in automated debris management tracking systems can now provide real-time, automated tracking and reporting for disposal and hauling activities. FEMA supports these advances and recognizes the benefits of these automated systems.

The Consultant shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for hand-written and scanned tickets. The ADMS features shall include, but are not limited to, the following:

- a. Paperless, electronic (handheld device) load ticket generation and data collection
 - b. Debris vehicle certification data capture
 - c. Encrypted and secure field data transfer
 - d. Accessible secure database for the County and Debris Removal Contractor use. Database will be internet accessible by Debris Removal Contractor, the County, State, Federal and other public entities as authorized by the County's Debris Manager.
 - e. Minimal manual entry of load ticket data fields
 - f. Automation of debris pick-up locations through the use of GPS technologies
 - g. Evaluation of daily event staging using web-based reporting and GIS tools
 - h. Coordination of Debris Removal Contractor invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system.
 - i. Consultant shall use an ADMS during the performance of services under this agreement for managing collection, transport, and disposal of debris.
2. Consultant shall provide electronic load tickets (or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies) to track and document the removal and management of all eligible Debris. Consultant shall ensure that the load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Consultant shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the County, which shall be turned over to the County electronically daily. Copies of completed load tickets shall also be retained by the Consultant, vehicle driver, subcontractor and the Debris Removal Contractor. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck and ticket (load).
 3. Consultant shall document all recovery work to ensure that proper records are maintained for load tickets and recover costs for reimbursement purposes. During the first 70 hours following a declared disaster, this may require documenting times that the Debris Removal Contractor actively uses manpower and equipment in order to document time and material reimbursements. This shall also include any photographs, GPS locations and/or any other means of confirming debris load information for reimbursement purposes.
 4. Consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certification, project records, photos and manifests, etc. to support Federal (FEMA), state and local reimbursements and subsequent audits. Consultant shall take the lead, assisting the County in preparing reports for reimbursements by FEMA, FHWA, and any other applicable Federal, State or local agencies.

5. Consultant shall ensure that the processing of Federal (FEMA) funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring accuracy of invoices, payroll, monitoring information reports, ADMS data, vehicle certifications and operating data.
6. Consultant shall ensure compliance with FEMA 327 Public Assistance Debris Monitoring Guide.
7. Consultant shall retain documentation including financial and program records to justify all charges and costs incurred in performing the work for at least three years following final payment by the County as FEMA sub-grantee as required by FEMA 322 Public Assistance Guide. The County shall have access to such records and documents as required for the purpose of inspection or audit.
8. Consultant shall cooperate with all other County Contractors in providing information as requested in a timely manner and in the specified format. Any and all documents, records, disks, original drawings or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County.

F. Ownership of Data

Any and all data or information generated or tracking of tasks performed, shall belong to Leon County and shall be presented when requested in proper format that is acceptable to County and FEMA. FEMA format has priority.

G. Reporting

The County requires the Consultant to provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the County), as well as a final report of the debris removal operations.

1. The daily status report shall include at a minimum: the daily cubic yards/tons collected by material and by program (FHWA-ER First Pass, First Pass on non-Federal Aid, public and private roadways, second and subsequent passes on all roadways), cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in field, cubic yards/ton by debris type hauled to final disposal and location of final disposal, and total cubic yard/tons hauled to recycling or salvage facilities.
2. An interim status report may be required at the discretion of the County. A final report covering the history of the operations, locations of the disaster debris management sites used, remediation and site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

H. Permits

1. Assist the County with any permit applications and coordination with environmental agencies.
2. Assist the County with any pre or post sampling of soil or groundwater.
3. Monitor compliance by the contractors to any permit requirements.

I. Meetings and Communication

1. Conduct daily meetings with the County and the Debris Removal Contractor.

2. Conduct field meetings as needed.

J. Transition at End of Task Assignment

Prior to the expiration or termination of a task assignment, the Contractor shall work with the County to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. If a new task assignment is awarded to a person/vendor other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected entity, as well as the County, to minimize any disruptions in the service.

5.0 PAYMENT

A. Invoicing

1. Ensure all contract quantities for both the contractors and monitors are documented and recorded according to current Federal requirements, including but not limited to FHWA-ER actual costs incurred (cradle to grave) for work conducted on First Push and First Pass Federal Aid roadways, including time at disposal sites estimating loads on incoming and outgoing debris loads.
2. For Non-Federal Aid eligible roadways FEMA PA program actual costs incurred (cradle to grave) for work conducted on non-Federal Aid eligible roadways First Push, First Pass, and second and subsequent passes. Monitor's invoices must delineate between hours spent on FHWA vs. FEMA reimbursed tasks.
3. Maintain a database of all contract quantities and perform contractor invoice verification for the County.
4. All invoices shall be submitted in an acceptable format to the County in an electronic and hard copy format with daily reports as supporting documentation.
5. Invoices shall be submitted on a monthly basis to the County.
6. A lump sum retainage of 20% for each invoice will be held from the total invoice of work performed. The retainage will be paid to the Consultant upon satisfactory completion of the entire project.
7. Final invoice will be submitted to the County not later than the 30th day following final acceptance of the individual tasks as requested by the County.

6.0 Beginning and Length of Services

Once executed, the contract is valid for 365 days unless mutually shortened or extended by the Contractor or Consultant. This Contract may be renewed one or more times for a period up to a total contract length of five (5) years (original term plus renewals).

Attachment B

Evaluation Process – Step 1 – Minimum Qualifications

The County shall review the Minimum Qualifications from Vendors that wish to perform Debris Removal Monitoring Services. Step 1 will be conducted at the solicitation opening meeting as outlined in Table 1 – Schedule of Events in this ITB document.

Each vendor submission will be reviewed and evaluated. A score of “Pass” or “Fail” shall be assigned based upon whether or not the submission meets all of the Minimum Qualification Criteria. In order to be awarded a score of “Pass”, and therefore determined to have met the Minimum Qualification Criteria, the criteria items identified below shall be considered.

1. Vendor submissions determined to have met or exceed all of the criteria items identified as Evaluation Criteria below shall be awarded a score of Pass. Vendors with a score of Pass will be move forward to Step 2 of the Evaluation Process as outlined in Attachment C.
2. Submissions which fail to meet any one of the Evaluation Criteria below shall be awarded a score of Fail. **Vendors with a score of Fail will not move on in the evaluation process and be deemed non-responsive.**

Evaluation Criteria		
(ALL Evaluation Criteria must be met for the Vendor to be awarded a score of Pass)		
Criteria Item	Meets	Does Not Meet
1. Meets the Minimum Qualification Requirements, as identified in Attachment B, Evaluation Process – Step 1, Minimum Qualification Requirements		
2. Conforms with the requirements and instructions contained herein		
3. Forms Provided and filled out properly: Insurance Certification, Certification Regarding Debarment, Affidavit Certification Immigration Laws, Non-Collusion, Drug Free Workplace, Contractor’s Business Information		
PASS/FAIL SCORE (PASS IF MEETS OR EXCEEDS ALL CRITERIA ITEMS; OR FAIL IF FAILS TO MEET ANY CRITERIA ITEM)		

Minimum Qualification Requirements

1. To be deemed qualified, a Vendor must demonstrate that it has successfully managed at least two disasters in the last 5 years successfully to the point that all submissions were accepted and processed thru Federal Emergency Management Agency (FEMA), all submissions were completed in a timely basis, and the customer would use this company again.
2. Demonstration of a company financial capacity. This requirement may be satisfied by providing a company profile displaying certification of bonding capacity.
3. Declaration of compliance with insurance requirements as listed below and certified on attached Insurance form:

Vendors' attention is directed to the insurance requirements below. Vendors should confer with their respective insurance carriers or brokers to determine in advance of submission the availability of insurance certificates and endorsements as prescribed and provided herein.

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

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

- 1) General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations; a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X,C,U).
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 3) Workers Compensation and Employers Liability: Workers Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- 4) Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members (County is to be named as Additional Insured).
- 5) Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
- 6) Umbrella: \$10,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

b. Deductibles and Self-Insured Retentions

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

c. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

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

- a) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- b) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d) The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

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

- d. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County. Cancellation clauses for each policy should read as follows:

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.
- f. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4. Identify any additional federal disaster training or experience other than what's listed for #1.
- 5. Completion of forms attached.
- 6. Proof of bonding capacity.

VENDORS WITH A SCORE OF FAIL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT CONTINUE ON IN THE EVALUATION PROCESS.

**AFFIDAVIT of CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act (INA)}.

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

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

Personally known _____

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

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

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

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

**IDENTICAL TIE
BIDS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Bidder's Signature

Title

Date

Bid Title:
 Bid Number: BC-XX-XX-XX-XX
 Opening Date:

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

	Sole Proprietorship		Limited Liability Company
	General Partnership		Joint Venture
	Limited Partnership		Trust
	Corporation		Other (specify)
	Sub-chapter S Corporation		

State of Incorporation: _____ Date Established: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	
License Type:	
License Number:	Expiration Date:
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	
Contact:s Name	
Telephone	
Fax	
Address	

Surety Company 2

Company Name	
Contact:s Name	
Telephone	
Fax	
Address	

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined? ____ Yes ____ No <i>(If yes, please provided detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? ____ Yes ____ No <i>(If yes, please provided detailed information on reverse)</i>
--	---	--

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS _____ DAY OF _____, 20__.

By: _____ Title: _____

Printed Name and Title: _____

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

**NON-COLLUSION
AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a _____, formed under the laws of _____
(Type of Business) Province) (State or

of which he/she is _____
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT-S NAME

AFFIANT-S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ Day of __,20__.

Personally Known _____ Or Produced Identification

Type of Identification

NOTARY
PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: _____

INSURANCE CERTIFICATION FORM

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

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

YES NO

Commercial General
Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

Business Auto:

Indicate Best Rating:

Indicate Best Financial Classification:

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

YES NO

Indicate Best Rating:

Indicate Best Financial Classification:

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

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

YES NO

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

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

Required Coverage and Limits

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage-
General Liability & Automobile Liability

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

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

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

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

Name _____
Typed or Printed

Signature

Date _____

Title
(Company Risk Manager or Manager with Risk Authority)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY
MATTERS PRIMARY COVERED
TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

Attachment C

Each response to this solicitation shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of information requested. Excessive information will not be considered favorably.

Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. **Proposals may be submitted bound by binder clips only.** No manner of plastic, comb or wire bindings or staples are acceptable.

All submittals shall contain the following elements **in the order given:**

1. Contractors qualification and experience (15 Points)

- A. Firm name, business address and office location, telephone number.
- B. Federal Identification Tax Number or Social Security Number.
- C. The age of the firm, brief history, and average number of employees over the past five years.
- D. Names and descriptions of similar projects for which the firm is presently under contract.
- E. List of projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.) Please include:
 - 1) Name and location of the project
 - 2) The nature of the firm's responsibility on this project
 - 3) Project Owner's representative name, address, phone number, e-mail address
 - 4) Date project was completed or is anticipated to be completed
 - 5) Project manager and other key professionals involved and specify the role of each

2. Operations & Management Plan (20 Points)

- A. Supply a brief resume of key persons (Principle in charge, local on-site project manager, data collection manager) to be assigned to the project including but, not limited to:
 - 1) Name & title
 - 2) Job assignment for other projects
 - 3) Percentage of time to be assigned full time
 - 4) How many years with this firm
 - 5) How many years with other firms
 - 6) Experience
 - 7) Education
 - 8) Other experience and qualifications that is relevant to this project
- B. Describe how you would approach the services required in the scope of services (Attachment A). Be sure to specifically address the following: pre-event planning; operational planning; operations; recordation (electronic and hard copy); project preparation; and other FEMA requirements and record keeping. Please clearly indicate in your proposal the time it will take upon receiving a Notice to Proceed to fully staff the project.
- C. Describe clearly and concisely the methodology you will use for working with the Debris Removal Contractor and how you intend to work with two or more contractors. Be sure to address how you intend to deal with the tracking of debris within Leon County limits - how you differentiate it and how it is counted - especially with multiple contractors.

3. References (25 Points)

Potential contractors are required to supply not less than three references, preferably from companies that are of equal size or larger to the City/County and have had similar types of services provided to them in the last 5 years. The reference should identify the company name, contact name and phone number. Numbers that do not connect to the proper person will be credited a zero for that reference.

The County and City reserve the right to call known references from past experiences, or be references for any companies that we have traded with in the past, whether listed as reference or not.

4. Cost (40 Points)

Prepare and provide a comprehensive cost proposal that is in compliance with all FEMA requirements for the billing and reimbursement of all reimbursable costs.

The vendor with the lowest price for services will receive the full 40 points in the Bid Evaluation. All remaining vendors will be given a percentage of the points value calculated by the percentage of pricing against the lowest bid. In other words, if the low bid was \$1.00 and the next bidder was \$1.10, the second bidder would be receiving 36.3 points or 91% of the score. Example:

$$\frac{\text{Low Bid}}{\text{Bid Amount}} \times 40 = \text{Point Score for Cost}$$

5. Submittal Evaluation

Awards will be made as soon as possible to the most responsible and responsive bidders as determined by the above listed evaluation criteria.

Total: 100 Points (maximum)

ATTACHMENT D - PROPOSED HOURLY RATES

Pricing - The price(s) offered by the Contractor shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the services called for.

Submit proposal for these personnel which are anticipated to be required for comprehensive FEMA compliant debris monitoring for County and City:

Position	Hourly Rates
Project Manager	_____
Field Operations Manager	_____
Scheduler	_____
Mapping Coordinator/GIS Analyst	_____
Public Information Manager	_____
Field Supervisor (s)	_____
Environmental Coordinator	_____
Loading Site Monitors	_____
DDMS Site Manager	_____
Roving Monitors	_____
Call Center Hotline Analyst	_____
Load Ticket Data Entry Clerks	_____
FEMA/FHWA Program Consultant	_____
Data Manager	_____
Debris Collection Monitor's	_____
Exit Site monitors	_____
Disposal or Tower Monitor	_____
Ticket manager	_____

Other positions may be required and will be discussed with the successful vendor (s) per each disaster. These are basic positions and potential vendors need to use these positions to make their bids so that each vendor is providing the information.

Attachment E
ADDITIONAL FEDERAL TERMS AND CONDITIONS

1. DISPUTES/REMEDIES

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

2. EQUAL OPPORTUNITY

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

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

Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. COPELAND ANTI-KICKBACK ACT

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

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. ACCESS TO RECORDS

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

7. RETENTION OF RECORDS

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

8. CLEAN AIR ACT

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

9. ENERGY EFFICIENCY/CONSERVATION

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

10. FEDERAL WATER POLLUTION CONTROL ACT

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

11. SUSPENSION AND DEBARMENT

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

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and title of Contractor's Authorized Official

Date

13. PROCUREMENT OF RECOVERED MATERIALS

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

14. DHS SEAL, LOGO, AND FLAGS

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

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

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

16. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

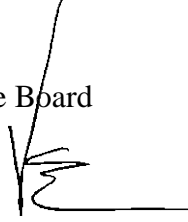
**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

May 9, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Status Report on the State of Florida's Leon County Property Portfolio Study

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:	Andy Johnson, Assistant to the County Administrator Nicki Paden, Management Analyst

Statement of Issue:

This item provides a status update to the Board regarding a recent study commissioned by the Florida Department of Management Services of the State's owned and leased property portfolio in Leon County.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the status report on the State of Florida's Leon County Property Portfolio Study.

Report and Discussion

Background:

During the 2016 Florida legislative session, the Legislature included funding in the FY 2016-17 state budget to conduct a study of aging government facilities, infrastructure, and expiring building leases in Leon County and to provide recommendations to the Governor and Legislature regarding how to manage these properties. As reported to the Board in the 2017 State and Federal Legislative Priorities Workshop on October 18, 2016, County staff met with the Florida Department of Management Services (DMS) and the consultant firm hired by the State to conduct the study in August 2016 to provide input and share information with the consultants. Staff from the City of Tallahassee and Florida State University also attended. The study was completed and submitted to the Governor, the President of the Senate, and the Speaker of the House of Representatives on February 1, 2017. The study recommends an aggressive schedule to declare surplus properties and relocate State employees as soon as July 2017. However, DMS does not anticipate the report recommendations to be implemented this year as additional time will be needed to plan, prepare for, and fund many of the changes contemplated in the study.

Analysis:

The Leon County Property Portfolio Study was conducted to identify strategies to optimize the State's real estate holdings in Leon County. The scope of the study includes 181 state-owned facilities and 56 private leases encompassing approximately 12 million square feet of space, including most State offices, labs, and storage facilities. The study does not address university, judicial, State park, and most special use facilities such as armories, museums, and detention facilities. The study indicates that the State has a quantifiable backlog of maintenance needs in its Leon County portfolio, which is beginning to place a considerable strain on State agencies' operations and budgets. The average age of the state-owned facilities in downtown Tallahassee is 53 years, and parking garages have an average age of 39 years. The State has not performed a major renovation in a state-owned building since 1997, and the newest parking garage was built in 1989. The study notes three recent instances of major failures at its facilities: structural issues at the Senate parking garage, failures of HVAC systems at the Mayo building, and a boiler failure at the Bryant building. Building deficiencies and avoidable lease costs identified in the report could cost the State \$1.5 billion over the 30-year scope of the study.

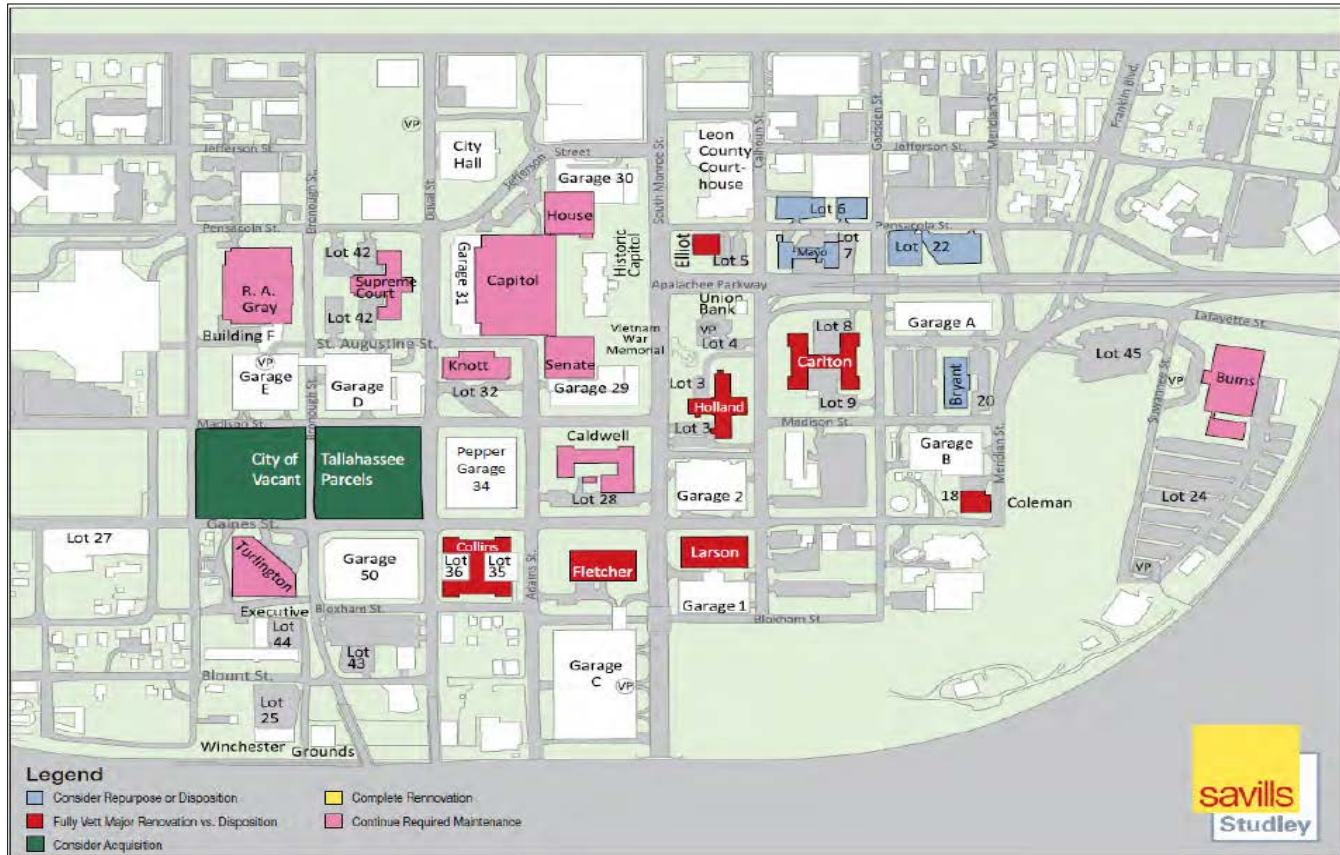
To address these concerns, the report includes several recommendations based upon the consultant's analysis of market trends, facility conditions, budgets, and existing portfolio strategies. Overall, the recommendations reflect a portfolio strategy that would add new building inventory, modernize some existing facilities, and explore disposition of several other buildings. The report calls for divesting of downtown facilities with less long-term strategic value to the State, relocating these facilities to new buildings constructed at the Southwood, Connor, and potentially Commonwealth complexes.

Several of the State's large office leases are set to expire in 2019 and 2020. To reduce real estate costs and optimize the State's portfolio, the study includes recommendations to reduce its privately-leased space in Leon County by more than 350,000 square feet, or approximately 15.8% of its lease portfolio. The report identifies the Ft. Knox Office Park, Winewood Office

Park, and Tallahassee Center (formerly the Koger Center) as the greatest opportunities for reduction in overall leased space. The study recommends a “Repositioning Plan” for state assets, to occur over three phases: Phase 1 (FY 2017-2022); Phase 2 (FY 2023-2032); and Phase 3 (FY 2033-2047). Generally, Phase 1 recommendations include:

- Relocating the Department of Agriculture and Consumer Services and the Florida Fish & Wildlife Conservation Commission offices currently housed in the Mayo, Holland, Bryant, and Elliott buildings (shown on the map below), as well as the leased Rhodes building off of Apalachee Parkway, to new buildings that the State would construct at the Connor Complex at Capital Circle and Connor Blvd.
- Exploring disposition of the Mayo, Bryant, and possibly the Elliot buildings, as well as their parking areas along Pensacola Street, and modernizing the Holland building.
- Building a new office facility at the Southwood complex to consolidate Department of Corrections offices, currently located at the Carlton building.
- Exploring a land swap with the City of Tallahassee, potentially exchanging the Coleman building (across from the Firestone Building near Cascades Park) for two vacant City-owned parcels on Gaines Street (across from the Turlington building).

The following map reflects the recommended portfolio actions contemplated in Phase 1 of the proposed Repositioning Plan:



Phase 2 recommendations contemplate two scenarios to accommodate future growth and to continue addressing aging State infrastructure downtown:

- Scenario A: Build a new facility and parking garage downtown (at the sites potentially acquired through the proposed land swap described above) and relocate employees from the Collins, Fletcher, and Larson buildings into the new facility. This scenario assumes the disposition of the Collins, Fletcher, and Larson buildings after this relocation.
- Scenario B: Renovate the Collins, Fletcher, and possible Larson buildings. This scenario reflects the state retaining these buildings should it be unable to capture sufficient value from their disposition.

Phase 3 contemplates the possibility of new facility needs, recommending that the State begin to explore development in the Commonwealth Blvd. area. The report also recommends the renovation of the Gray and Turlington buildings in Phase 3, evaluation of long-term occupancy at the Burns building, and additional growth at the Southwood complex.

To fund the recommendations included in the study, the consultant recommends that the State allow for funds received from the disposition of a facility to be reinvested into an agency's operations and maintenance or facility construction budget to offset deferred maintenance or new development needs. Additionally, the study recommends that the State create new funding sources for ADA-compliant renovations and other major renovations for its long-term holdings.

As indicated earlier in this item, staff has maintained contact with DMS staff during the development of this study. At this time, staff from the County and City, including the Office of Economic Vitality, Planning Department, and Division of Tourism Development, are evaluating the recommendations in the report and will continue to coordinate with State partners regarding its implementation. Although no legislative activity regarding the report's recommendations is anticipated during the current legislative session, the County's lobbying team will continue to monitor for any activity or development regarding the study. Following the legislative session, staff will continue to engage DMS and additional community partners as appropriate and will update the Board as additional information becomes available.

Options:

1. Accept the status report on the State of Florida's Leon County Property Portfolio Study.
2. Do not accept the status report on the State of Florida's Leon County Property Portfolio Study.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Florida Department of Management Services' Leon County Property Portfolio Study

Leon County Property Portfolio Study

Prepared for
The Florida Department of Management Services

February 1, 2017
Savills Studley Occupier Services





Important Note

This study, including all accompanying materials (this “study”), is intended for the sole and exclusive use of the Florida Department of Management Services, on behalf of the State of Florida (the “Client”), and may not be relied upon by any person or entity other than the Client for any purpose whatsoever. In preparing this study, Savills Studley Occupier Services, Inc. (“SSOS”) has relied on the sufficiency, accuracy and completeness of all information provided by the Client, and SSOS has not supplemented, validated or verified the same. This study is specifically qualified by, and based solely upon, the relevant facts, circumstances, and market conditions that exist as of the date of this study, and SSOS undertakes no obligation to update, modify, or supplement this study to the extent that such facts, circumstances, or market conditions subsequently change. Any statements, data, amounts, estimates, tables, graphs, analysis, conclusions and recommendations relating to costs, cost-reductions and similar items contained in this study are (i) provided for order of magnitude purposes but do not represent an estimate of actual costs, which costs may vary based on, among other things, timing, actual design plans, phasing, location, site conditions and market conditions and (ii) subject to the assumptions and qualifications herein. See also Appendix K to this study for important information regarding limitations, exclusions and disclaimers for the facility condition assessment and American with Disabilities Act information provided in the study. For the avoidance of doubt, this disclaimer qualifies all analysis in this study and any responses to questions or other advice or statements (oral or written) provided by SSOS.

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Cover Letter

February 1, 2017

Forest Berwick, Deputy Director
Division of Real Estate Development and Management
Department of Management Services
4050 Esplanade Way, Suite 315
Tallahassee, Florida 32399

Re: Leon County Property Portfolio Study

The Leon Property Portfolio Study gives the State of Florida a unique opportunity to identify and pursue long-term strategies related to the optimization of the State's real property portfolio in Leon County. Savills Studley has conducted a wide-ranging review of both State-owned and leased assets to develop recommendations related to:

Portfolio Optimization: Reviewed State-owned and leased facilities to determine both short-term recommendations related to the consolidation, acquisition and disposition of real property as well as longer-term strategies needed for accommodating the State's workforce in the decades to come.

Facility Assessments: Provided analysis of agreed-upon State-owned facilities in Leon County regarding their current and future capital improvement needs.

Parking Assessment: Performed an analysis of the parking condition in downtown Tallahassee and provided recommendations related to the long-term maintenance, governance and utilization of these facilities.

Management Recommendations: Developed recommendations for optimizing building utilization, minimizing operating expenses and aligning portfolio goals with the fiscal realities of state government.

On behalf of the Savills Studley team, we want to thank the Department of Management Services and all participating state agencies. The assistance of DMS staff with data gathering and analysis was invaluable, helping make it possible to complete this Study in a short timeframe.

We look forward to continuing the dialogue with the State regarding these important initiatives and we are always available for questions regarding the analysis and findings in this Study.

Sincerely,

A handwritten signature in black ink that reads "Ann W. Duncan".

Ann Duncan
Executive Vice President, Head of Occupier Services
Savills Studley



Executive Summary

Study Purpose

The State of Florida (State) is at a critical juncture as it relates to its Leon County real estate portfolio. Investments will need to be made – either thoughtfully and strategically or reactively on an emergency basis in order to continue accommodating state government functions. Those expenditures can be made several different ways with very different outcomes: The State can continue to fund facilities in an incremental manner that does little but keep the doors open, forgoing opportunities for enhanced efficiency and effectiveness of its space. It can address deficiencies on a case-by-case basis as emergencies arise, an expensive and ineffective approach. Or, it can address the Leon County portfolio in a more comprehensive and forward-thinking manner, strategically allocating resources to valuable assets and enabling large portions of the State’s portfolio to be transformed to a more efficient workplace over the next decade.

The purpose of the Leon County Property Portfolio Study (Study) is to provide a forward-looking plan for the optimal and flexible accommodation of the State’s workforce in Leon County today and in the future, especially in light of impending waves of required investment and functional obsolescence looming in the State’s Leon County portfolio. The analysis, findings, and recommendations outlined in this Study should enable the State to derive maximum value from its existing real estate holdings, whether for continued occupancy or disposition; maximize the efficiency of retained workplaces; ensure long-term facilities are appropriately maintained; minimize underutilized, inefficient and outdated space; and ensure that workplaces support the needs and functions of a dynamic workforce.

Report Recommendation Summary

Given that the State potentially faces \$1.5 billion in building deficiency and avoidable lease costs in the next 30 years, the State should:

- Transform more than 750,000 rentable square feet of the owned portfolio through major modernizations, renovations and new facilities, housing more than 20% of the State’s Leon County workforce
- Strategically address facility and ADA deficiencies in those buildings of long-term strategic value to the State
- Consolidate State-owned facilities into a more compact, efficient footprint downtown, at the CCOC, and in other areas of Leon County
- Create a new corridor in downtown for private-sector or higher education development through the disposition of inefficient, aged, but valuable properties, some currently accommodating State functions without a need to be downtown
- Reduce private leased space by more than 350,000 SF, currently costing the State more than \$6.8 million annually, which will avoid more than \$200 million in private lease payments over 30 years

Leon County Portfolio Challenges and Opportunities

The State’s aging infrastructure in Leon County, particularly in downtown Tallahassee, presents numerous challenges. The average age of downtown Tallahassee State-owned facilities is 53 years. A new State-owned facility has not been built in downtown Tallahassee since 1989. Additionally, the parking garages in downtown Tallahassee have an average age of 39 years, with the newest parking garage built in 1989. Furthermore, the State has not performed a major renovation in a State-owned building since the Knott building in 1997.

Challenges

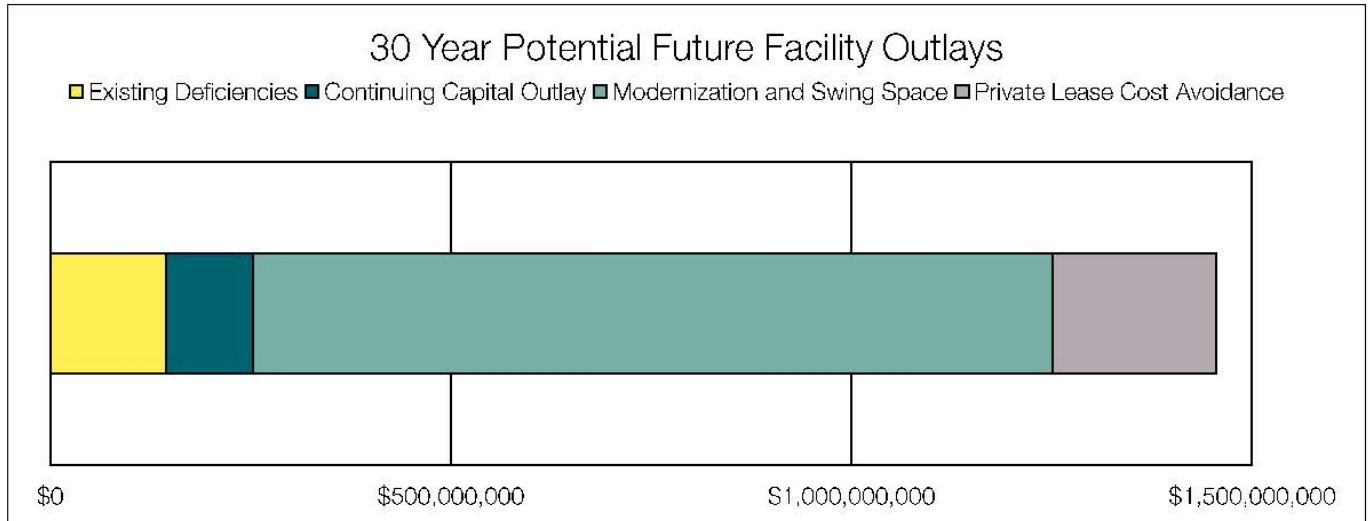
The State has a quantifiable backlog, visible to both employees and the public, of maintenance needs in its Leon County portfolio. While steps can be taken to keep older facilities operational, many of these facilities are fast approaching functional obsolescence. Many will require modernization or major renovations, and some will become disposition candidates in the not-too-distant future. These decisions and impending investments will come in waves as each generation of buildings nears the end of its useful life.



The older infrastructure in State-owned facilities is beginning to show considerable strain on state agencies' operations and budgets. Over the past year, there have been instances of major failures of critical services at some facilities, including;

- Structural issues at the Senate Parking Garage, which required an immediate relocation of 210 parking spaces and resulted in its closure for more than 2 years
- Two failures of HVAC equipment at the Mayo building (Department of Agriculture and Consumer Services (DACS) Headquarters), impacting employee operations
- A recent boiler failure at the Bryant Building (Fish and Wildlife Conservation Commission (FWCC) Headquarters), which required an emergency lease of a new boiler to keep operations going through the winter months

Looking forward over the next 30 years, the State may be facing nearly \$1.3 billion in future building deficiency, Americans with Disabilities Act (ADA) and building modernization costs in just 29 select facilities (Appendix B) in Leon County. Additionally, there is more than \$200 million in avoidable private lease costs for occupancy that could be accommodated in State-owned space. In total, nearly \$1.5 billion may be spent over the next 30 years by the State if the current real property portfolio strategy continues. This amount could increase if planning for the optimal size, location and needs of the state workforce are not addressed, as it does not take into account the inevitable, and more expensive, emergency capital outlays that will result from running facilities to the end of their useful lives or beyond. Please see Appendix K for important information regarding these estimates.



In addition to the deferred maintenance challenges listed above, there are significant space inefficiencies in the aging infrastructure as well. Excluding the House, Senate, Knott and Pepper Office buildings, for which assigned employee headcount is not available in PeopleFirst, the overall space efficiency of the State's downtown Tallahassee office portfolio is 371 rentable square feet (RSF) per employee (SF/FTE). For all State-owned office buildings throughout Leon County (excluding special use space), space efficiency currently stands at 265 SF/FTE, which contrasts sharply with a targeted DMS leasing standard of 180 SF/FTE for office spaces. There is the practical reality that agencies, uses and functions may occupy more space than is truly needed simply because the space is available in an owned facility. However, the reasons for this apparent inefficiency cannot be solved long-term by "cramming" more people into these facilities due to the configuration of these buildings with respect to HVAC, restrooms, elevators; and the availability of parking.



Opportunities

A confluence of factors creates the opportunity for the State to approach these challenges holistically. The upcoming expirations of the Leon County Large Leases in 2019 and 2020 present the potential for backfilling of State-owned space, building new space, and procuring new lease deals that are in the best interest of the State and that will position the portfolio for operational and fiscal optimization in the years to come. Additionally, economic expansion in Leon County may bring redevelopment opportunities for existing State-owned buildings and properties, especially in downtown Tallahassee. Some prime examples of redevelopment opportunities include the State-owned office buildings that are adjacent to the new Cascades Park in downtown Tallahassee.

With the aforementioned wave of needed improvements and upcoming lease expirations looming (nearly \$1.5 billion over 30 years), it is recommended that the State consider its Leon County portfolio as a whole. Current funding methodologies perpetuate short-term decisions being made location-by-location with significant improvements only happening when a facility is at or near its “breaking point.” Additionally, decentralized capital planning and differing real estate budget approval processes among agencies complicate the task of prioritizing improvements and investments. In order to achieve an optimal state, strategic decisions about the overall goals and direction of the portfolio, including correlated funding policy must be made. With that strategic vision in mind, implementation can proceed in an efficient manner that results in the right amounts and types of space at the best cost structure for the State.

Going forward, changes should be made to existing portfolio management strategies to focus on smart, long-term planning that addresses the following critical needs:

- Invest in long-term occupancy for the State through the construction of new owned office buildings as well as the modernization of well-located, older facilities and renovation and densification of others assets
- Divest of facilities with less long-term strategic value to the State and potential higher value to private-sector or higher education interests
- Determine optimal work locations for employees, appropriately accommodating employees in downtown Tallahassee and other geographies within Leon County
- Design for future office needs that allow for open collaboration, optimal space utilization, and greater employee satisfaction and productivity
- Develop smart allocation strategies for operations & maintenance (O&M) and capital improvement projects, so critical funding is directed to facilities that are considered long-term assets by state agencies while also staffing ongoing management of the portfolio with experienced, internal personnel

Recommendations

Based on analysis of market trends, facility conditions, operations budgets and existing portfolio strategies, Savills Studley has developed a number of recommendations for the State’s real property portfolio in Leon County. These recommendations are categorized as Repositioning Plan Recommendations, Leon County Portfolio-Wide Policy Recommendations, and location-specific recommendations (which are found in the appendixes of this Report).

Repositioning Plan Recommendations

The recommendations outlined in this report contemplate a sequenced optimization approach that involves the repositioning, modernization or disposition of key facilities. The Leon County Repositioning Plan is conceived in three phases: Within Five Years (Fiscal Years 2017-2022); Years Five to 15 (Fiscal Years 2023-2032) and Years 15 to 30 (Fiscal Years 2033-2047).

The overall vision for the State’s Leon County portfolio is to continue to occupy State-owned assets in the downtown core, but in a more compact and efficient footprint, allowing for continued private sector and higher education growth in the core.

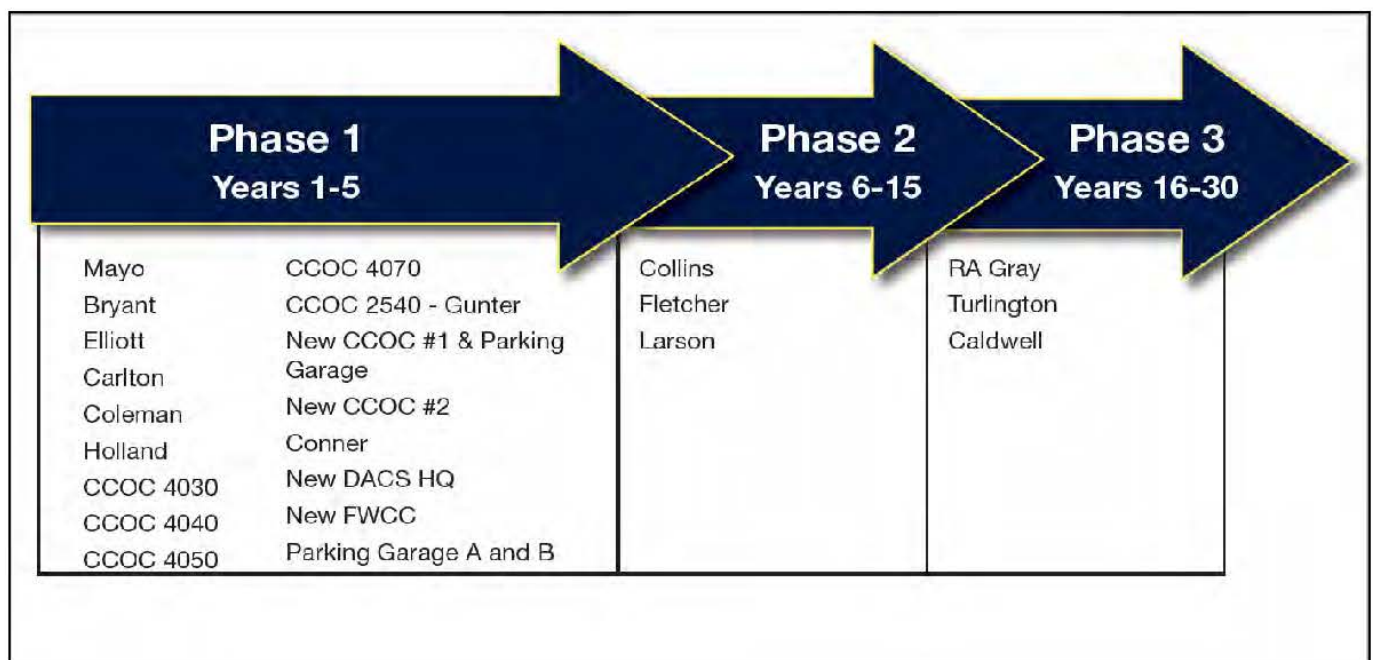
The State will also continue to leverage and invest in its efficient campus known as the Capital Circle Office Center (CCOC) as its other primary hub, but new construction will also take place at the DACS-owned Conner campus and



long-term expansion to a second campus environment in the northwest quadrant of Leon County to leverage both owned land and emerging workforce demographics.

It is important to note that the plan assumes policy recommendations are adopted to complement the strategy and allow for longer-term decision making in the capital region. Should some portion of the repositioning plan not be implemented, it would impact recommendations for other facilities in later phases. Understanding that some of the broader and longer-term strategies are complicated and may or may not be met with Executive and Legislative approval individually, standalone recommendations have also been developed for each location (provided in the appendixes). In some cases, these recommendations may conflict with the repositioning plan as incremental case-by-case decisions will not result in the same optimal outcome of a master plan approach. Additionally, the return on investment for these recommendations includes non-economic benefits achieved by the State, including the removal and/or redevelopment of functionally obsolete facilities, the realignment and consolidation of functions to more optimal locations, and increases to overall workplace efficiency. The Study recommendations balance the need to modernize the State's real property portfolio, increase operational and workplace efficiency and reduce facility development costs where feasible.

Buildings Addressed by Phase



Phase 1 – Fiscal Years 2017-2022

Recommendations for the first five years fall into four distinct, but interrelated projects for planning and budgeting purposes. For optimal feasibility and savings, each project should be concurrently implemented. Furthermore, timing is critical in this first phase given the condition of several of the impacted buildings and the amount of space currently leased from the private sector expiring during this time period.

- Project 1 – Densify Conner, CCOC 4030, 4040 and 4050 & build a new CCOC Facility (#1) with a parking structure (Estimated Cost to Achieve: \$81 million- \$108 million)
- Project 2 – Build new facilities for DACS and FWCC, leveraging Mayo, Bryant and possibly Elliot buildings (Estimated Cost to Achieve: \$88 million - \$118 million)
- Project 3 – Consolidate the Department of Corrections (DOC) to CCOC by building a New CCOC Facility (#2) and Densifying CCOC 4070 and Gunter (Estimated Cost to Achieve: \$61million - \$82 million)



- **Project 4 – Position the State to derive maximum value from key downtown facilities, including modernizing the Holland facility and swapping the Coleman facility for City of Tallahassee land (Estimated Cost to Achieve: \$17 million - \$23 million)**

Combined, these projects will densify existing State-owned facilities to migrate employees from private leases, and older, inefficient buildings in downtown Tallahassee, into a combination of new facilities and newly renovated facilities at the CCOC. By completing Phase 1, the State will realize an estimated \$141 million in cost avoidance over the next 30 years. Furthermore, the State will be able to monetize the Mayo, Bryant and potentially Carlton and Elliot properties by disposing them to the private sector.

Provided on the next page is a high-level table that contrasts the current portfolio strategy of making no long-term changes to the existing facilities against the new Portfolio Repositioning Plan.

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Facility	Current State (30 Year)							Portfolio Repositioning Plan - Phase 1					Future State			Future State Improvement Metrics	
	Office RSF	FTE	Current RSF/FTE	Estimated Future Deficiencies	Modernization and Swing Space	30 Year Private Lease Cost	Total	Recommended Action	Rationale	Implementation cost	Estimated Future Deficiencies	Total	Office RSF	FTE	Future RSF/FTE	Space Efficiency Improvement	Total Estimated Cost Avoidance
Phase 1 - Project 1	297,502	998	298	\$24.7M to \$32.5M	\$18.6M to \$24.9M	\$125.5M to \$167.4M	\$168.8M to \$225.1M			\$81.3M to \$108.5M	\$22.2M to \$29.5M	\$103.5M to \$138M	326,896	1,687	194	35%	\$35.3M to \$87.1M
CONNER BUILDING	52,471	155	339	\$10.4M to \$13.9M	\$18.6M to \$24.9M			Phase 1: Backfill (no renovation)	Consolidates DACS functions and improves space efficiency in existing facility by 45%. See p. 39	\$0.3M to \$0.4M	\$10.4M to \$13.9M	\$10.7M to \$14.3M	23,865	129	185		
NEW COOC #1 BUILDING and Parking Garage								Phase 1: New construction	Implements off-the-shelf solution for providing a modern, efficient workplace; allows for enhancing the workplace and space efficiency in other COOC facilities. See p. 39	\$36.2M to \$48.3M	\$2.2M to \$3M	\$38.5M to \$51.3M	58,000	325	178		
COOC 4040 BUILDING	91,424	322	284	\$5.2M to \$6.9M				Phase 1: Renovate	Improves space efficiency in a State-owned space by 33% and allows for backfill by existing private leases. See p. 40-41	\$17.1M to \$22.8M	\$3.5M to \$4.6M	\$20.6M to \$27.5M	91,424	485	189		
COOC 4050 BUILDING	75,770	294	258	\$4.5M to \$6M				Phase 1: Renovate	Consolidates DMS functions, creating space for backfill with private leases, while also improving space efficiency 13%. See p. 40	\$13.1M to \$17.4M	\$3M to \$4M	\$16.1M to \$21.5M	75,770	338	224		
COOC 4030 BUILDING	77,837	227	343	\$4.5M to \$6M				Phase 1: Renovate	Improves space efficiency in a State-owned space by 45% and allows for backfill by existing private leases. See p. 40-41	\$14.6M to \$19.4M	\$3M to \$4M	\$17.6M to \$23.4M	77,837	410	190		
Phase 1 - Project 2	141,098	476	296	\$21.6M to \$28.8M	\$40.9M to \$54.5M	\$58.2M to \$77.5M	\$120.6M to \$160.6M			\$38.1M to \$117.5M	\$6.9M to \$9.2M	\$95M to \$126.7M	177,420	928	191	36%	\$25.6M to \$34.2M
MAYO BUILDING	69,318	260	267	\$7.9M to \$10.6M	\$19.7M to \$26.3M		\$27.7M to \$36.9M	Phase 1: Explore disposition	Consolidates DACS functions to Conner site while disposing of a facility with more than \$5.7 million in deficiencies, potentially 1/3 of replacement value for the facility, on a site that may be valuable to private sector uses. See p. 42-43	TBD							
BRYANT BLDG	63,815	190	336	\$4.3M to \$5.7M	\$18.2M to \$24.2M		\$22.5M to \$30M	Phase 1: Explore disposition	Consolidates FWCC functions to Conner site, potentially with functions currently in private lease, while disposing of a facility with more than \$2 million in deficiencies on a site that may be valuable to private sector uses. See p. 42-43	TBD							
ELLIOTT BUILDING	7,965	26	306	\$1.5M to \$2M	\$3M to \$4M		\$4.4M to \$5.9M	Phase 1: Maintain and complete required repairs, but avoid long-term improvements; complete evaluation for modernization or disposition. Modernize	Given lower amount of deficiencies to be addressed, allows the State to make smaller investments while seeking to best leverage this asset, which may be valuable to private sector uses. If retained by State, modernization required in 5-15 years (Phase 2). See p. 50, 110-111	TBD, but focus should be on addressing deficiencies the value of which aren't negated by a subsequent modernization							
NEW DACS HQ BUILDING								Phase 1: New Construction	Consolidates DACS functions to new modern, efficient State-owned facility at the Conner site while disposing of a facility with more than \$5.7 million in deficiencies on a site that may be valuable to private sector uses. See p. 42-43	\$51.6M to \$68.8M	\$4M to \$5.4M	\$55.6M to \$74.1M	103,800	519	200		
NEW FWCC BUILDING								Phase 1: New Construction	Consolidates FWCC functions to new modern, efficient State-owned facility at the Conner site, potentially with functions currently in private lease, while disposing of a facility with more than \$2 million in deficiencies on a site that may be valuable to private sector uses. See p. 42-43	\$36.6M to \$48.8M	\$2.8M to \$3.8M	\$39.4M to \$52.6M	73,620	409	180		
Parking Garage A and B				\$7.9M to \$10.5M	N/A		\$7.9M to \$10.5M			TBD							
Phase 1 - Project 3	309,873	1,168	265	\$24.3M to \$32.5M	\$89.1M to \$92.1M	\$0M to \$0M	\$93.4M to \$124.5M			\$61.2M to \$81.6M	\$9.5M to \$12.7M	\$70.7M to \$94.3M	245,285	1,042	218	18%	\$22.7M to \$30.3M
CARLTON BUILDING	131,254	648	203	\$17M to \$22.7M	\$42.5M to \$56.7M			Phase 1: Explore disposition, use as downtown swing space for other modernizations, or modernization for continued occupancy. Disposition	Allows for providing a modern and efficient workplace for DOC while leveraging Carlton to support several alternative strategies for the State's downtown occupancy. See p. 44	N/A							
NEW COOC #2 BUILDING								Phase 1: New construction	Improves space efficiency of PSC footprint by 49% while implementing an off-the-shelf solution for a new modern, efficient State-owned workplace. See p. 44	\$32.3M to \$43.1M	\$2.6M to \$3.4M	\$34.9M to \$46.5M	66,666	219	304		
COOC 4070 BUILDING	81,294	301	270	\$5.2M to \$6.9M				Phase 1: Renovate	Supports consolidation of DOC functions to COOC in a building already occupied by DOC while improving space efficiency by at least 11%. See p. 44 as well as 39-40	\$15.2M to \$20.3M	\$3.5M to \$4.6M	\$18.7M to \$24.9M	81,294	337	241		
COOC 2540 - GUNTER BUILDING	97,325	219	444	\$2.1M to \$2.8M	\$26.5M to \$35.4M			Phase 1: Renovate	Supports consolidation of DOC functions to COOC while improving space efficiency of this State-owned building by 55%. See p. 45	\$13.7M to \$18.2M	\$3.5M to \$4.6M	\$17.1M to \$22.9M	97,325	486	200		
Phase 1 - Project 4	43,602	112	389	\$8.2M to \$10.9M	\$19.8M to \$26.4M	\$0M to \$0M	\$28M to \$37.3M			\$17.1M to \$22.9M	\$2.4M to \$3.2M	\$19.5M to \$26M	TBD	TBD	TBD	TBD	\$8.4M to \$11.3M
COLEMAN BUILDING	8,404	13	646	\$0.4M to \$0.6M	\$2.6M to \$3.5M			Phase 1: Dispose	Leverages a State-owned asset to potentially gain control of sufficient land for a sizeable new downtown facility. See p. 45-46	TBD							
HOLLAND BUILDING	35,198	99	356	\$7.7M to \$10.3M	\$17.1M to \$22.9M			Phase 1: Modernize	Modernizes a well-positioned State-owned asset with deficiencies that may exceed 1/3 the replacement cost of the facility. See p. 46-48	\$17.1M to \$22.9M	\$2.4M to \$3.2M	\$19.5M to \$26M	TBD	TBD	TBD		
Phase 1 - Total				\$78.9M to \$105M	\$148.4M to \$197.8M	\$183.7M to \$244.9M	\$410.8M to \$547.8M			\$247.8M to \$330.5M	\$40.9M to \$54.5M	\$288.7M to \$385M				28%	\$122.1M to \$162.8M



Phase 2 – Fiscal Years 2023-2032

If Phase 1 is fully implemented, a major repositioning and densification of State-owned buildings will have taken place by 2022. In total, the State-owned and leased portfolio will have been reduced by 335,179 RSF. The reassessment of the growth of State employment, and the condition of State-owned facilities, especially in downtown Tallahassee, should continue upon completion of Phase 1 and into Phase 2. Over the next 10 years, there are a number of strategies the State could pursue to accommodate future growth and address the obsolescence of aging infrastructure downtown.

- Scenario A – Build a new facility downtown, relocate employees from among Collins, Fletcher, and Larson facilities into the new facility
- Scenario B – Undertake renovations on Collins, Fletcher, and possibly the Larson facilities

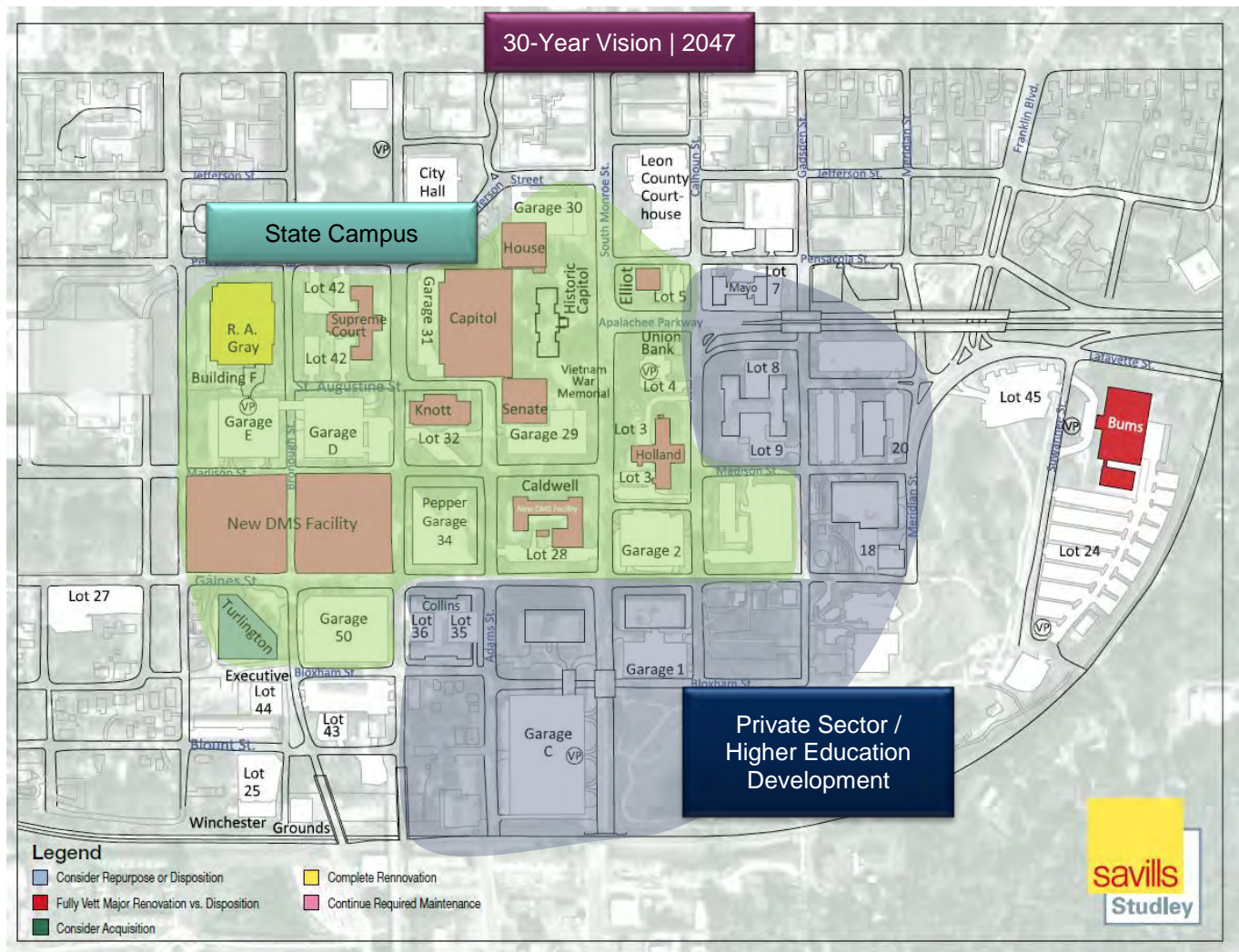
Phase 3 – Fiscal Years 2033-2047

If Phase 2 Scenario A has been successfully implemented, the State's portfolio downtown will be modern and compact. If the demand for space increases, the State should be prepared to explore new development in the Commonwealth area (location of the Douglas and Carr facilities). Also by this time, the State should explore undertaking a full renovation in the Gray building and should be evaluating the long-term occupancy of the Burns building, whether it should be disposed of and Florida Department of Transportation (FDOT) occupancy consolidated to other sites or whether it should be renovated and retained.

When enacted, this repositioning plan will consolidate State-owned facilities into a more compact, efficient footprint downtown and create a new corridor for private-sector or higher education development through the disposition of inefficient, aged, but valuable properties.

The map on the following page depicts a 30-year vision for downtown Tallahassee with this more compact, efficient State footprint.

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Enacting this repositioning of the portfolio will help the State achieve the goals set out through this initiative by allowing for the:

- Consolidation of State-owned facilities into a more compact, efficient footprint downtown, at the CCOC, and in other areas of Leon County
- Strategic addressing of facility and ADA deficiencies in those buildings of long-term strategic value to the State
- Creation of a new corridor in downtown for private-sector or higher education development through the disposition of inefficient, aged, but valuable properties, some currently accommodating State functions without a need to be downtown
- Undertaking a transformation of more than 750,000 RSF of the owned portfolio through major modernizations, renovations and new facilities, housing more than 20% of the State's Leon County workforce
- The development of new State-owned facilities at CCOC and on other available lands, maintaining an optimal ownership/leasehold ratio
- The reduction of more than 350,000 SF of private leased space, currently costing the State more than \$6.8 million annually¹ and will provide a cost avoidance of \$200 million in private lease payments over 30 years

¹ Includes leases at Ft. Knox, Terry Rhodes and two Koger leases



Leon County Portfolio-Wide Policy Recommendations

The portfolio-wide policy recommendations consider a broad range of issues and dynamics that impact efficiency from multiple perspectives including actual efficiency of a building's occupancy (SF/FTE); workplace effectiveness (the extent to which design, furnishing and equipment support the way agencies need to work); and the operational aspects of acquiring and maintaining facilities – all in the context of legislative and procurement policy. Given the complexity and interrelation of these dynamics we have grouped portfolio-wide policies in to the following categories. Building by building recommendations are also offered for consideration outside of the repositioning plan in the Select Facility Review Section of the Study.

One recommendation, however, spans across both the owned and leased portfolio, which is to move to a more common standard for space utilization at a rate of 180 SF/FTE or less, inclusive of all ancillary spaces, except public hearing rooms. By moving towards a more consistent design, it will facilitate backfilling of space as agency needs change, and it will make the space more functional and attractive to the new generation of workers.

Private Lease Recommendations

In recent years, significant efforts by both DMS and state agencies have reduced the overall private lease portfolio by 11.5% since 2012. Even with this success, the Leon County private lease portfolio is well-positioned for additional reductions in overall leased space in both the short and long term. Looking ahead, the majority of the leases that require realignment due to space inefficiencies or above-market rental rates were executed prior to 2013. The majority of the leased space with the greatest opportunities are the Leon County Large Leases located at Ft. Knox Office Park, Winewood Office Park and Tallahassee Center (formerly known as The Koger Center). As a result of these Leon County Large Leases and other private leases, recommendations are outlined that include the reduction of more than 350,000 SF of private lease space, which would reduce the Leon County private leased portfolio by 15.8% and provide \$204 million in cost avoidance over the next 30 years.

In addition to space and cost reduction opportunities, other private lease recommendations have been identified. The co-location of leases will eliminate the need and costs for multiple common use areas including reception, hallways, conference rooms, IT, and other support functions.

Lastly, leasing from the private sector offers the State more flexibility than occupancy in owned assets and the rent paid includes some premium for the landlord's profit and risk considerations. Historically however, the State has occupied and paid rent on facilities for such a long time they could have bought the facility many times over. One example of this situation is the Winewood facility, which the State has theoretically purchased at least two times during the existing Leon County Large Leases term. For State agencies that have stable FTE counts, it is typically in the State's best interest to house employees in State-owned office buildings rather than privately leased space, especially over a 30 year timeframe.

Legislative Policy Considerations

To assist state agencies with better managing their owned and leased assets, below are some high-level legislative changes to consider (More information regarding these policy considerations can be found on page 54 of the Report):

- For Leon County only, change the DEP disposition process to allow for funds received from the disposition of a facility to be reinvested into an agency's operations and maintenance or facility construction budget to help offset the deferred maintenance or new development needs. Additionally, if a government entity wants to purchase a facility from a state agency in Leon County, they must pay Fair Market Value for the facility.
- For Leon County only, request authority for DMS to waive the right to move to State-owned space for the first seven years of any new leases in Leon County greater than 50,000 SF. This would improve competition in the market and would provide better options for state agencies when procuring new leases.
- For DMS only, segregate capital projects and identify two new and distinct funding sources for major renovations that have a warranted return on investment to the State and another specific to the ADA backlog. This will allow the current funding source covered in the state rental rate for its owned facilities to cover



ordinary and preventative maintenance. In addition to focusing and committing to a longer-term funding of Leon County facilities, this approach provides greater transparency and better prioritization of the large deferred maintenance backlog.

Parking Recommendations

Savills Studley provided a parking condition assessment of nine parking garages and two surface lots. Additionally, an overview of the current operations of the parking structures downtown was provided. As a result of this analysis, there are two major recommendations:

- Continue to reduce reserved spaces in parking garages, especially those in downtown. There is considerable underutilized space in downtown parking garages, primarily in garages with large portions of reserved space.
- Eliminate or reduce the subsidized employee parking rates. Most employees only pay on average \$6.00 per month to park in DMS parking garages. This rate has not changed since 1972 and does not generate enough revenue to adequately maintain an appropriate maintenance reserve. Currently DMS only collects approximately \$326,000 a year in revenue to repair the downtown parking garages. With an existing backlog of \$18,071,460, it would take over 55 years to repair all the existing deficiencies with current funding. The parking rate should be increased to an average of \$25 per month per space and the funds generated from this increase should be allocated to properly maintain the parking garages. The recommended change should be in conjunction with supporting new commute alternatives with the City to leverage emerging transportation alternatives.

Operations & Maintenance Recommendations

After reviewing the budgets for 40 State-owned facilities and speaking with key facility subject matter experts, there are three major recommendations to improve the operations and maintenance of State-owned facilities:

- Increase funding for key skilled positions. There is a critical shortage of in-house staff knowledge needed to support the increasing complexity of building systems. Hiring appropriate in-house talent, even if the salary range is higher than that of the current maintenance staff, will be more cost effective than continuing to employ those with lesser skills and supplementing with outsourced resources
- The State should consider centrally managing capital planning projects across agencies with a goal to increase the opportunities to bundle FCO projects; when appropriate and where generated savings can be obtained; allow for multiple vendor awards by category that will increase competition and encourage vendor participation and incentivize vendors to participate in bidding by awarding long term contracts
- Develop an energy monitoring platform between agencies that features; system integration with multiple platforms, facility footprints and use, historic consumption, warning systems and other analytical tools

Study Scope

The scope of this Study spans 181 state-owned facilities and 56 private leases in Leon County, encompassing 12 million SF. The State-owned facilities include most state offices and labs as well as conditioned and unconditioned storage facilities. Outside the scope of this Study are university, judicial, state park and most special use facilities such as armories, museums and penal facilities.

Due to the limited timeframe of this Study, DMS and Savills Studley worked together to develop a list of 40 key state-owned facilities (of the total 181) for in-depth review and analysis regarding their long-term strategic value. The key facility list (referred to as the "Select facilities" for the purposes of this Study) includes 29 state-owned facilities and 11 parking structures. Of the 40 Select facilities, seven are non-DMS managed facilities or structures.

In addition to the 40 Select facilities, Savills Studley performed a higher level portfolio assessment of the remaining 141 state-owned facilities and 56 private leases. For the State-owned facilities, the higher level analysis included a review of current utilization, headcount, possible duplicative services, and the potential for backfill opportunities at the facility.



Savills Studley also provided an analysis of O&M spend for the Select facilities, space standards recommendations, and parking strategies. The full list of analysis, findings and recommendations can be found in the following sections of this report and the appendixes.

Provided below is a brief overview of each major section in the Study.

Study Section	Description
State Workforce & Real Property Overview in Leon County	A synopsis of the state workforce trends, Leon County demographics, State-owned real property footprint, and space utilization efficiencies
Leon County Repositioning Plan	The strategic recommendations related to the optimal sizing and location of the State's real property portfolio. This includes the costs and timing for new construction, major renovations, and employee relocations
Appendix A: Leon County Market Analysis & Private Lease Portfolio Assessment	An overview of the private-sector market conditions that includes; average rates by submarket, trends in the marketplace, recent relocations and a tenant/landlord favorability index. Additionally, there is an overview of the State's private lease portfolio, which includes line-item recommendations for 56 private leases
Appendix B: Select Facility Review	Detailed review of 29 State-owned facilities. Provides a scorecard of key facility metrics, observations and recommendations for each facility
Appendix C: State-Owned (Non-Select) Office Facility Review	Portfolio review of 30 State-owned facilities that analyzed utilization, densification and disposition potential for each facility. Recommendations are provided for each facility
Appendix D: State-Owned Non-Office Facility Review	Overview of non-office facilities (labs, warehouse, etc.) in Leon County, which includes a recommendation or comment for each facility
Appendix E: Parking Condition Assessment	Review of the current operations and utilization of key parking garages and lots, primarily in downtown Tallahassee. Observations and recommendations to improve the parking operations are provided in this section
Appendix F: Parking Garage Facility Condition Assessment	Detailed review of the physical condition of 9 DMS parking garages, 1 Highway Safety and Motor Vehicles (HSMV) surface lot and two Department of Transportation (FDOT) surface lots
Appendix G: Operations & Maintenance Assessment	Overview of the Operations & Maintenance (O&M) spend and utilization for the 29 Select Facilities. O&M outlays were compared to relevant benchmarks for peer States. Additionally, a potential smart building monitoring plan is provided
Appendix H: Select Facility Review Scorecard Definitions	Reference information for Appendix B, that includes definitions for each facility metric
Appendix I: Building Metrics	Reference information for Appendix B that provides key information and rankings for the Select facilities
Appendix J: Square Footage Estimates	Reference information for the Non-Select facility reviews (Appendix C)
Appendix K: Disclaimers	Limitations, exclusions and disclaimers for the facility condition assessment and Americans with Disabilities Act (ADA) information provided in the Study
Appendix L: Glossary	Definitions for all acronyms provided in the Study



Workforce & Real Property Overview in Leon County

Evaluating the optimal positioning of the State's portfolio in Leon County is essentially an exercise in demand and supply grafted on the existing portfolio. It requires an assessment of the many levers that impact state agency demand for space and the current and future potential assets for accommodating this demand – as well as how each of these levers changes over the time horizon of this study. Among the considerations are:

1. Current Leon County footprint – Where does the State have existing owned facilities or obligated space?
2. Location requirements – What are the requirements that drive location selection within the Leon County market? Which employees and functions need to be downtown?
3. Workforce dynamics – Where will the workforce live, work and play? How big will the workforce be?
4. Workplace dynamics – How will those employees use space, what kinds of space do they need, and what is the mix of workspaces needed?
5. Optimal capital allocation – What is the optimal mix of owned and leased properties to accommodate current and future space demands? What is the optimal use of existing owned properties?

Current Leon County Footprint

The following table summarizes many aspects of the State's current footprint in Leon County including square footage in leased and owned facilities, occupancy costs in private leases, and the number of DMS and other state employees, among other metrics.

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Metric	6/30/2012 (FY11-12)	6/30/2013 (FY12-13)	6/30/2014 (FY13-14)	6/30/2015 (FY14-15)	6/30/2016 (FY15-16)	Avg. Annual Change	5 Year % Change ²
State of Florida Footprint Overview in Leon County - All Space Types³							
Total State of Florida Owned Gross SF	28,676,245	28,935,856	28,770,472	28,812,377	28,566,791	(27,364)	-0.4%
Owned DMS Gross SF	8,112,342	8,114,838	8,114,838	8,114,838	8,175,494	15,788	0.8%
Total State of Florida Leased RSF ⁴	6,630,665	6,385,633	6,378,614	6,341,187	6,398,177	(58,122)	-3.5%
Public Lease RSF (leases in DMS-owned buildings to other state agencies)	4,068,362	4,018,721	4,106,711	4,124,624	4,106,812	9,613	0.9%
Private Lease RSF (leases of private-sector space)	2,506,173	2,294,123	2,217,888	2,151,557	2,217,509	(72,166)	-11.5%
Government (Others) – DMS	56,130	72,789	54,015	65,006	73,856	4,432	31.6%
Private Lease Annual Rent	\$42,809,827	\$39,737,831	\$39,610,417	\$39,479,166	\$41,972,119	(209,427)	-2.0%
State of Florida Footprint Overview in Leon County - Office Only⁵							
Total State of Florida Owned Office Gross SF	6,937,243	6,937,255	6,885,947	6,883,394	6,895,637	(10,402)	-0.6%
Owned DMS Office Gross SF	5,480,031	5,480,031	5,480,031	5,480,031	5,531,774	12,936	0.9%
Total Leased Office RSF ⁶	6,332,427	6,071,795	6,064,589	6,026,513	6,069,027	(65,850)	-4.2%
Public Lease Office RSF	3,848,723	3,797,312	3,886,804	3,901,831	3,884,972	9,062	0.9%
Private Lease Office RSF	2,437,253	2,228,032	2,150,108	2,088,614	2,139,068	(74,546)	-12.2%
Government (Others) - DMS Office RSF	46,451	46,451	27,677	36,068	44,987	(366)	-3.2%
Private Lease Office Annual Rent	\$42,352,917	\$39,330,038	\$39,196,486	\$39,103,220	\$41,472,071	(220,211)	-2.1%

² If 5 years of data was not available, a 4-year percentage change is shown

³ Solaris extract, June 30th 2016

⁴ Does not include RSF in owned buildings without leases

⁵ Solaris extract, June 30th 2016

⁶ Does not include RSF in owned buildings without leases



Metric	6/30/2012 (FY11-12)	6/30/2013 (FY12-13)	6/30/2014 (FY13-14)	6/30/2015 (FY14-15)	6/30/2016 (FY15-16)	Avg. Annual Change	5 Year % Change ^f
Leon County FTE and Population							
FTE ⁸	20,055	19,818	19,916	19,802	19,615	(110)	-2.2%
DMS FTE	733	724	749	699	697	(9)	-4.9%
Population ⁹	277,670	278,377	281,292	284,443	NAV ¹⁰	2,258	2.4%
Portfolio Analytics							
Private Office Lease Annual Rent per Private Lease Office RSF	\$17.38	\$17.65	\$18.23	\$18.72	\$19.39	\$0.50	11.6%
Private Office Lease RSF / Total Leased Office RSF	38%	37%	35%	35%	35%	-0.8%	-8.4%
Total Leased Office RSF per FTE	315.75	306.38	304.51	304.34	309.41	(1.59)	-2.0%
FTE per DMS FTE	27.36	27.37	26.59	28.33	28.14	0.32	2.9%
State of Florida Information							
Employee Count ¹¹	94,240	91,503	89,686	90,328	NAV	(1,304)	-4.2%
Leon County % of State	21.3%	21.7%	22.2%	21.9%	-	0.2%	3.0%
DMS Employee Count ¹²	829	814	837	779	NAV	(17)	-6.0%
Leon County % of State	88%	89%	89%	90%	-	0.4%	1.5%
State Population ¹³	19,074,434	19,259,543	19,507,369	19,815,183	NAV	246,916	3.9%
Budget (Billions) ¹⁴	\$69.4	\$70.0	\$74.2	\$77.1	\$78.4	\$2.3	13.0%

^f If 5 years of data was not available, a 4-year percentage change is shown

⁸ PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)

⁹ bebr.ufl.edu

¹⁰ NAV means Not Available

¹¹ State Personnel System Annual Report, Fiscal Year 2014-2015

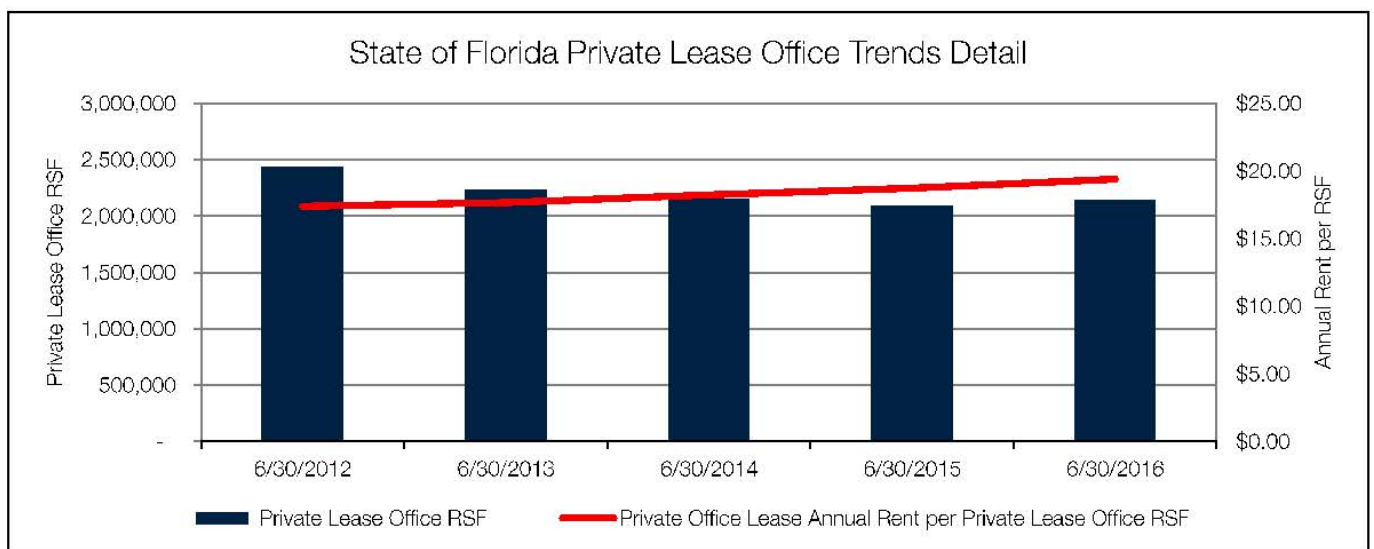
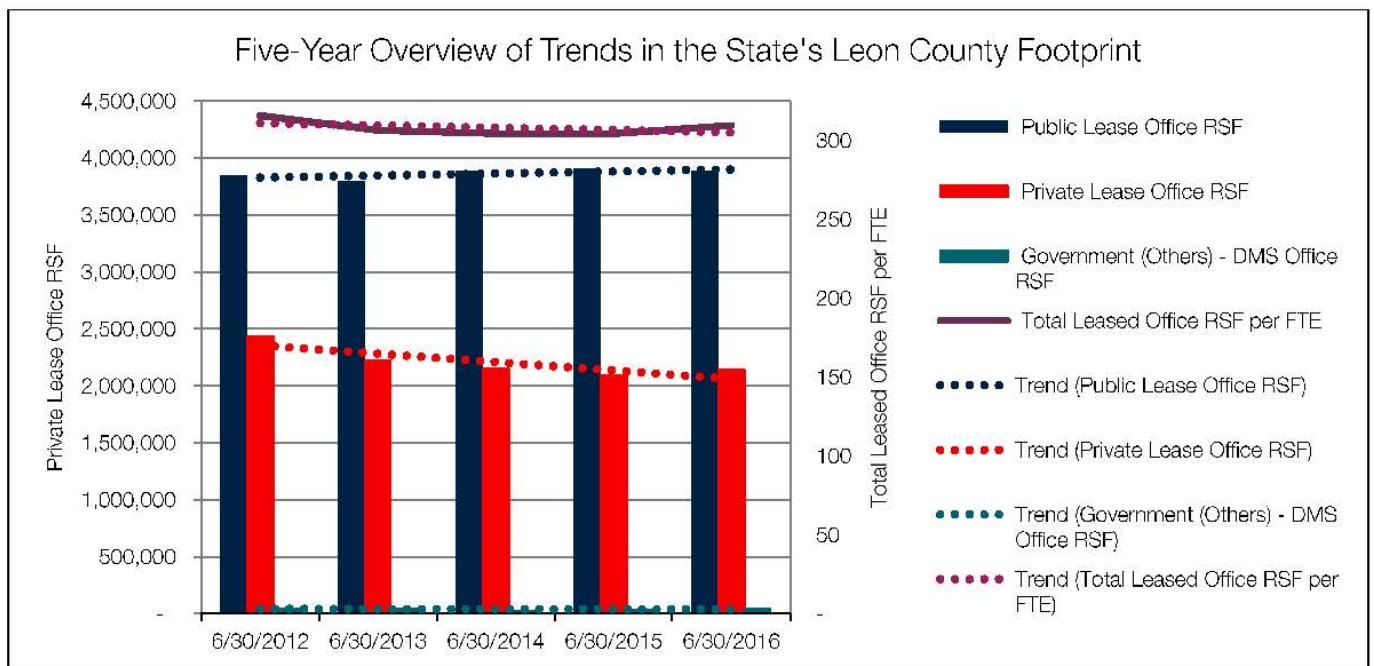
¹² State Personnel System Annual Report, Fiscal Year 2014-2015

¹³ bebr.ufl.edu

¹⁴ <http://www.floridafirstbudget.com/HomeFY17.htm>



Over the past five years, the total owned space across all space types (office, lab, storage, etc.) has decreased by 109,454 SF, and total leased space, across all space types and within government and private-sector leases has also decreased by 232,448 SF.¹⁵ Regarding office space only, the total owned SF has dropped by 41,606 SF, and the leased office space has decreased by 263,400 SF over this five-year period. The decreases in SF reflects the State's continued efforts to reduce its real estate footprint. The following two charts provide a visual depiction of trends in leased space in Leon County.



Focusing on downtown Tallahassee, nearly 6,000 state employees currently work in facilities in downtown, occupying over 2.3 million rentable square feet of office among 21 owned buildings. The following table summarizes key information about each of these locations:¹⁶

¹⁵ Solaris extract, June 30th 2016

¹⁶ Solaris extract, June 30th 2016; PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)



Facility Name	Zoning ¹⁷	Acres	GSF	Office Rentable SF	Office Rented SF	HC	Office Rented SF / HC	Occupants (RSF across all space types)
BRYANT BLDG	CC	1.04	88,500	63,815	63,815	190	336	FFWCC (Est. 63,815 Office RSF)
CALDWELL BLDG	CC	2.53	150,000	102,605	102,605	509	202	DOE (102,605)
CAPITOL BUILDING	CC	10.87	585,184	306,687	306,287	370	828	LEGIS (183,948), EOG (70,407), DFS (14,117), DACS (12,770), FDLE (11,136), NSA (10,993), DOE (7,819), (DLA 7,176), DOS (4,908), FDVA (2,329), DMS (3,050), DMA (702), SBA (174), FDOT (90); Excludes 1,557 RSF on 21st floor recently leased
CARLTON BUILDING	CC	3.15	231,616	131,254	131,254	648	203	DOC (131,453), DHSMV (4,503), DMS (2,728), DOE (2,405)
COLEMAN BUILDING	CC	1.74	10,280	8,404	8,404	13	646	DMS (8,404)
COLLINS BUILDING	CC	1.75	266,383	148,839	148,839	500	298	DLA (148,907), DEO (9,637), DOE (3,923), DMS (2,374)
Burns Building	CC	20.31	239,811	172,922	172,922	636	272	FDOT (Est. 172,922 Office RSF)
ELLIOT BUILDING	CC	0.86	13,888	10,565	7,965	26	306	DACS (7,780), DOE (345), DMS (185)
FLETCHER BUILDING	CC	2.53	220,000	150,409	150,409	521	289	DFS (150,083), DOE (3,629), DMS (1,823)
GRAY BUILDING	CC	3.59	307,884	190,226	190,226	253	752	DOS (201,857), DMS (92)
HISTORIC CAPITOL	CC	10.87	55,279	NAV ¹⁸	NAV	0	NAV	NAV
HOLLAND BUILDING	CC	4.59	108,881	46,857	46,857	99	473	DACS (26,178), DOC (13,284), JUDICIAL (4,377), DEO (1,611), DMS (588); Excludes 9,830 RSF lease on 3rd floor that DOC recently leased and 7,280 RSF non-leasable space in the basement
HOUSE OFFICE BUILDING	CC	See Capitol Building	108,106	69,157	69,157	NAV	NAV	LEGIS (69,157)
KNOTT BUILDING	CC	NAV	111,212	73,352	73,352	42	NAV	LEGIS (52,280), EOG (21,072)

¹⁷ CC is the Capital Center Zoning Plan

¹⁸ NAV means Not Available



Facility Name	Zoning ¹⁷	Acres	GSF	Office Rentable SF	Office Rented SF	HC	Office Rented SF / HC	Occupants (RSF across all space types)
LARSON BUILDING	CC	2.02	226,648	177,934	177,934	540	330	DFS (177,841), DOE (5,057), DMS (649)
MAYO BUILDING	CC	1.11	96,131	69,318	69,318	260	267	DACS (Est. 69,318 Office Rented SF)
OPCON - BUILDING F	CC	NAV	6,070	1,375	1,375	7	196	DMS (1,590)
PEPPER BUILDING	CC	3.21	211,158	147,549	143,124	59	NAV	AG (54,580), LEGIS (73,864), DFS (15,855), DOE (2,781), DMS (1,451); Excludes 4,484 RSF in basement recently leased
SENATE OFFICE BUILDING	CC	See Capitol Building	107,552	65,734	65,734	NAV	NAV	LEGIS (65,734)
TURLINGTON BUILDING	CC	3.717	439,942	307,125	307,125	946	325	DOE (315,912), DMS (3,319)

Calculated based on extrapolating ratios for a subset of DMS-managed facilities

Provided by managing agency



Locational Requirements

The State's real estate footprint in Leon County is primarily dispersed among downtown; the CCOC; several large leases in the Tallahassee Center, Winewood, Ft. Knox, and the Department of Business and Professional Regulation (DBPR) facility on Blair Stone; and other facilities in the greater Tallahassee area. Each of these geographies has distinct features and benefits – adjacency to other State functions, cost, and proximate amenities, to name a few – that make it more or less advantageous for particular uses and functions.

Provided below is the breakout of agency occupied RSF by region in Leon County.¹⁹

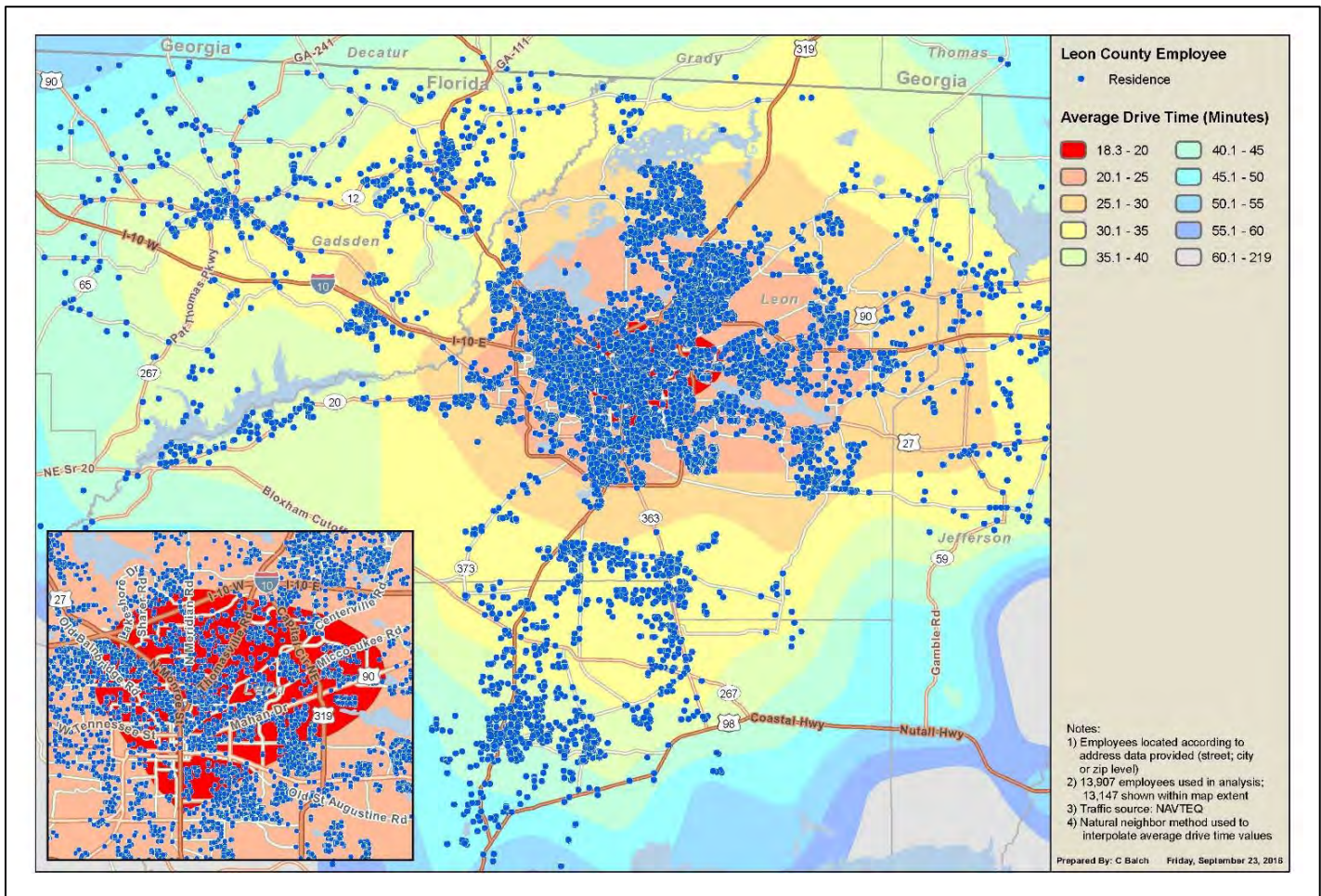
Agency	Downtown	CCOC	NW/ Commonwealth	Other	Total
AG	54,580	0	0	0	54,580
APD	0	50,895	0	0	50,895
AST	0	37,173	0	0	37,173
DACS	218,454	35,908	0	60,823	315,185
DCF	0	0	0	10,332	10,332
DEA	0	63,290	0	0	63,290
DEM	0	76,808	0	0	76,808
DEO	11,248	0	0	0	11,248
DEP	0	0	158,475	161,850	320,325
DFS	357,896	0	0	0	357,896
DHSMV	4,087	0	0	323,928	328,015
DLA	146,119	0	19,825	0	165,944
DMA	702	0	0	0	702
DMS	12,759	107,792	235	905	121,691
DOC	129,874	29,347	0	0	159,221
DOE	314,475	29,714	0	0	344,189
DOH	0	382,151	0	22,714	404,865
DOR	0	373,403	0	0	373,403
DOS	195,042	0	0	0	195,042
EOG	85,858	0	0	0	85,858
FCOR	0	24,358	0	0	24,358
FDLE	10,124	0	0	251,420	261,544
FDOT	187,248	0	0	17,283	204,531
FDVA	2,329	0	0	0	2,329
FWCC	63,815	0	18,546	831	83,192
Judicial	131,783	0	0	0	131,783
LEGIS	432,927	0	0	0	432,927
NSA	0	608	0	0	608
NWFWMD	0	0	3,787	0	3,787
OSCA	0	77,825	0	0	77,825
PSC	0	102,727	0	0	102,727
SBA	174	0	0	0	174
Total RSF	2,359,493	1,391,999	200,868	850,085	4,802,445
% of Total	49.1%	29%	4.2%	17.7%	100%

Perhaps due to its historical prominence as the center of employment in Leon County, and not surprisingly, downtown Tallahassee continues to be the weighted center of gravity for current State employment, as depicted in the following drive time analysis. The two charts below display the average drive time to various geographies for current State

¹⁹ Solaris extract, June 30th 2016, Vacancy Report Dated 11/7/16



employees, based on their home addresses as reflected in PeopleFirst²⁰. The drive time analysis reveals that downtown Tallahassee, and the areas immediately north along Monroe Street and east along Mahan Drive, are the most geographically centered locations for the current State workforce.



While downtown is currently an optimal location for employee access, the State should carefully consider the uses and functions that require a downtown presence so as to optimize the assignment of existing and planned workplaces, especially in the event the State needs to increase its Leon County workforce. The following matrix outlines some of the functional considerations that could indicate if occupancy should be in downtown or suburban locations:

Downtown	Suburban
<ul style="list-style-type: none"> • Ease of access to Capitol-housed functions including the Executive, Cabinet and Legislative offices • Interaction with other governmental entities: City of Tallahassee, Leon County, FSU 	<ul style="list-style-type: none"> • Ease of parking • Suburban workforce, especially around Southwood and Northwest Leon County • Functions that serve regional constituencies that may be traveling to Leon County

²⁰ PeopleFirst state agency employment extract, August 29, 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)



DMS has two facilities in the Northwest section of Tallahassee, the Douglas building (Coppertop) and the Carr building. The Douglas building was built in 1972, and while it has significant facility deficiencies that are identified later in this report, there is still substantial useful life left in the facility. The Carr building was built in 1996 and has a similar design to the CCOC facilities. Both locations could be densified considerably, with the Douglas building currently having a space utilization of 414 RSF/FTE (a new lease that is yet to be signed as of the date of this report will improve this utilization) and the Carr having a utilization of 313 RSF/FTE.

In addition to densifying and modernizing the existing facility, there are 17 acres of land that are available for future development. Given the explosive growth that is taking place in northwest Leon County, and its proximity to I-10, DMS could create a full State-owned office park that serves that region of Tallahassee. This could benefit the employees that live in the region and provide potential services for a region with few government buildings. Additionally, given its access to I-10, the location is geographically well placed to support agencies with a public-facing regional focus, as the location is easier to access from I-10 than facilities in downtown or the CCOC.

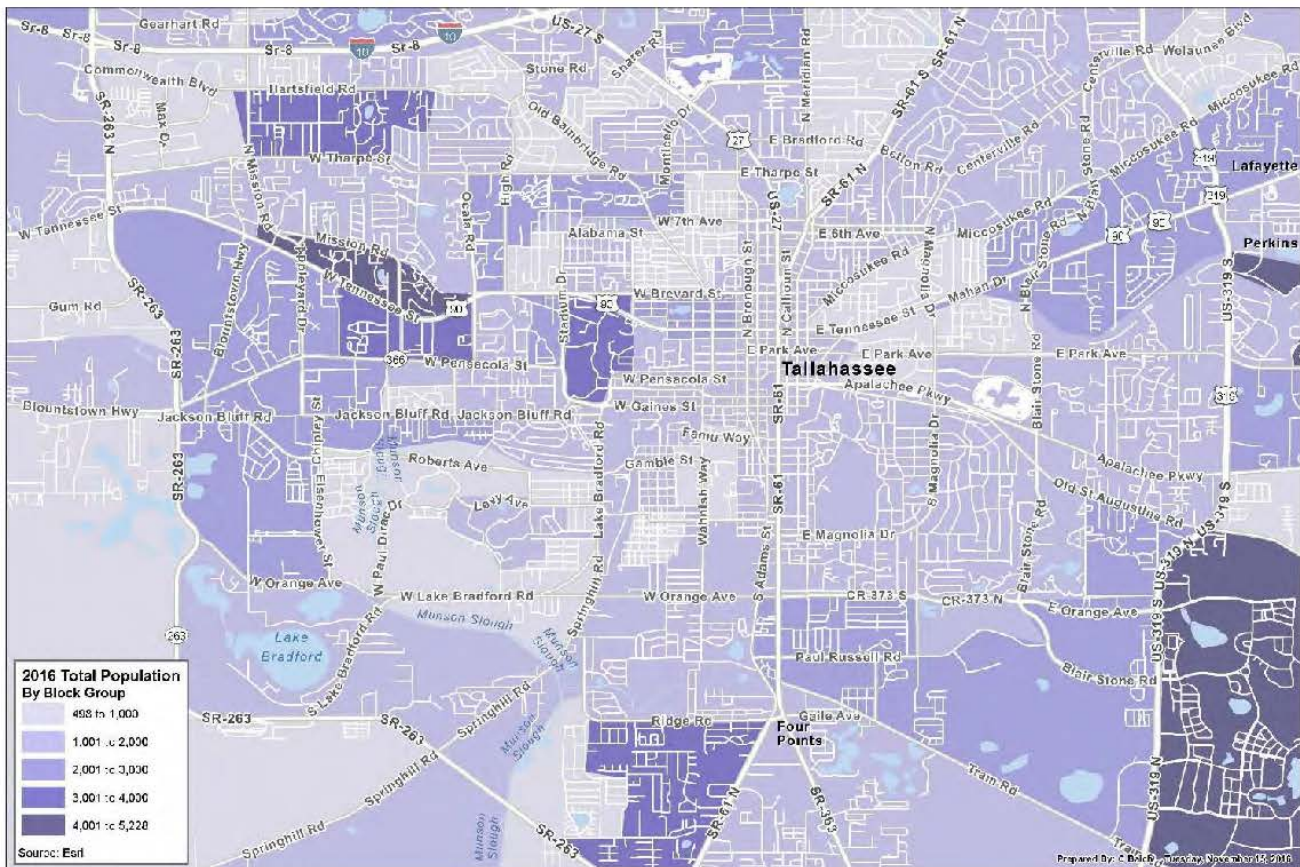
Workforce dynamics

Due to Leon County's role as the seat of Florida's capital, all three branches of state government have a significant presence in Tallahassee (Executive, Legislative and Judicial) and headquarters for most state agencies are also located here. Leon County is home to three major colleges and universities, including Florida State University (FSU), Florida Agricultural and Mechanical University (FAMU), and Tallahassee Community College (TCC). These three institutions' employees, as well as state government employees, make up a significant portion of the workforce in Tallahassee. Leon County has a general population of more than 286,000, with more than 189,000 people living within the city limits of Tallahassee²¹. As of June 30, 2016, 19,615²² people work in state agency positions. The following map depicts the 2016 distribution of population in the Tallahassee area.

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²¹ www.census.gov

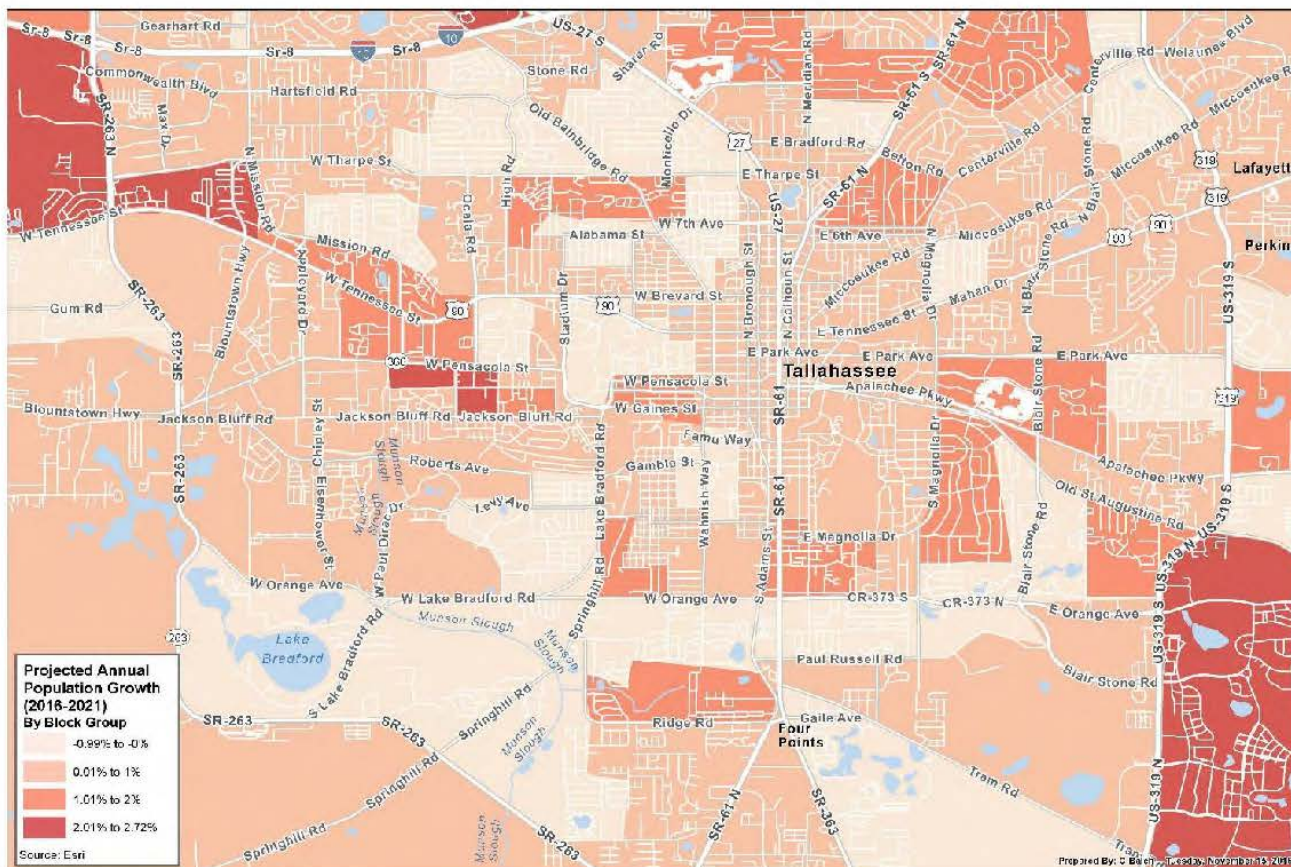
²² PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)



Looking ahead, according to the U.S. Bureau of Labor Statistics' 2016 – 2021 projected annual population growth, the areas of greatest growth are expected to be the Southwood area, in which the State has a significant presence, and the northwest Tallahassee near the interstate.²³

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²³ Maps throughout this book were created using ArcGIS® software by Esri. ArcGIS® and ArcMap™ are the intellectual property of Esri and are used herein under license. Copyright © Esri. All rights reserved. For more information about Esri® software, please visit www.esri.com.

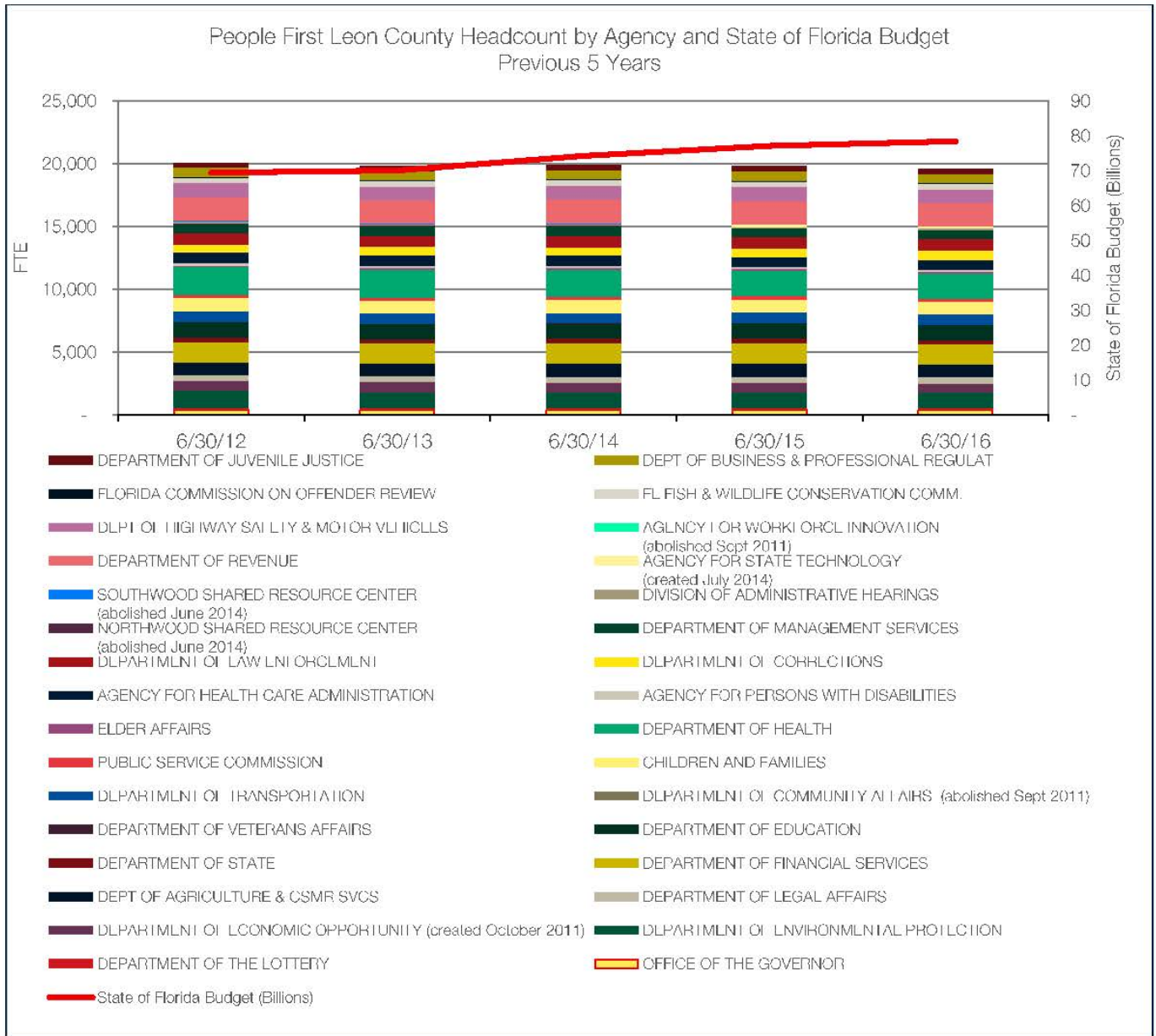


As reflected in the table in the Current Leon County Footprint section, over the past five years, the State's annual budget has increased from \$70 billion to \$82 billion²⁴, but the number of state agency employees in Leon County has decreased from 20,055 to 19,615²⁵. Depicted in the following graph is the trend in employment by state agency in relation to the overall State budget.

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²⁴ <http://www.floridafirstbudget.com/HomeFY17.htm>

²⁵ PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)



The trend in agency employment state-wide is also decreasing. According to the most recent DMS Annual Workforce Report²⁶, from 2011 to 2015, the total established positions across all major pay plan classes (Select Exempt, Career Service, and Senior Management Service) has decreased from 108,761 to 98,062 positions. The decrease in positions occurred during a period when the state population grew by an estimated 1.5 million people²⁷.

It is important to note that the decrease in owned and leased space, as well as the decrease in state employees, is happening while the State is already leading the country in state government employee efficiency. The State currently has the lowest ratio of state workers per total population, and the lowest state employee payroll cost per resident.

²⁶ 2015 DMS State Personnel System Annual Workforce Report

²⁷ US Census Bureau



Ratio of State Government Full-Time Equivalent Employment to State Population		State Government Employee Payroll Expenditures per State Resident	
States with 5 Lowest Ratios		States with 5 Lowest Ratios	
Florida	90	Florida	\$36
Nevada	96	Arizona	\$45
Illinois	99	Nevada	\$45
California	102	Georgia	\$49
Arizona	105	Missouri	\$50
2014 National Average	169	2014 National Average	\$76

Source: State Personnel System Annual Workforce Report 2014-15

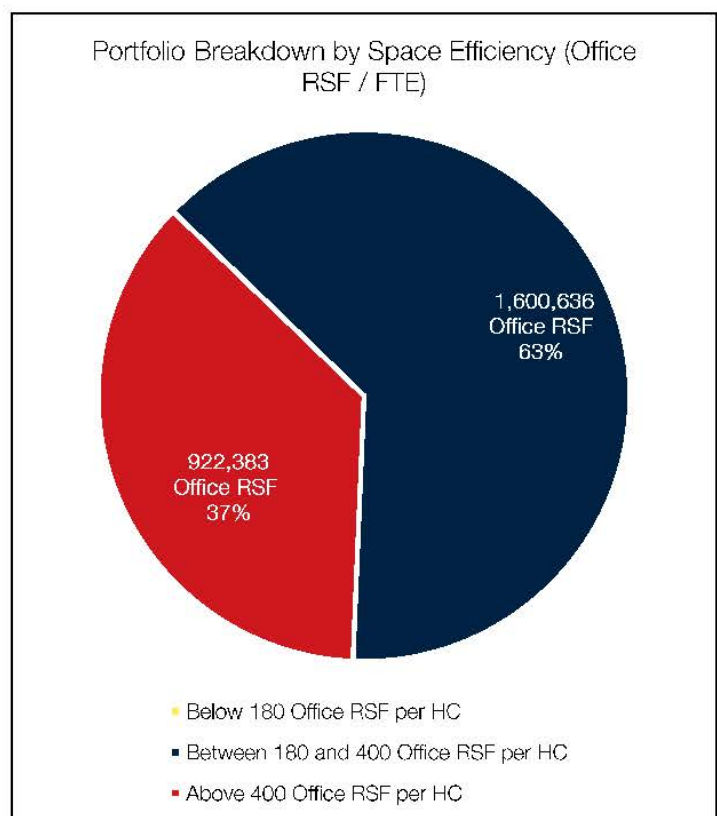
Should the downward trend in the number of State employees remain durable, it will have a long-term effect on the real estate space needs of the State in the future.

Workplace Dynamics

In addition to the number of employees, the amount of space those employees use is an important variable in planning for both short- and long-term portfolio needs.

Excluding the Pepper, Knott, House and Senate Office buildings for which assigned employee headcount is not available in PeopleFirst, the overall space efficiency of the State's downtown office portfolio is 376 SF per employee. For all state-owned office buildings throughout Leon County (excluding special use space) there is currently 285 RSF/FTE. These ratios contrast sharply with the targeted DMS leasing standard of 180 SF/FTE for office spaces. While there are benefits to higher occupancy of the state-owned facilities, there are multiple reasons for this apparent inefficiency including the configuration of these buildings, such as the base building capacities of these facilities with respect to HVAC, restrooms, elevators, and the availability of parking.

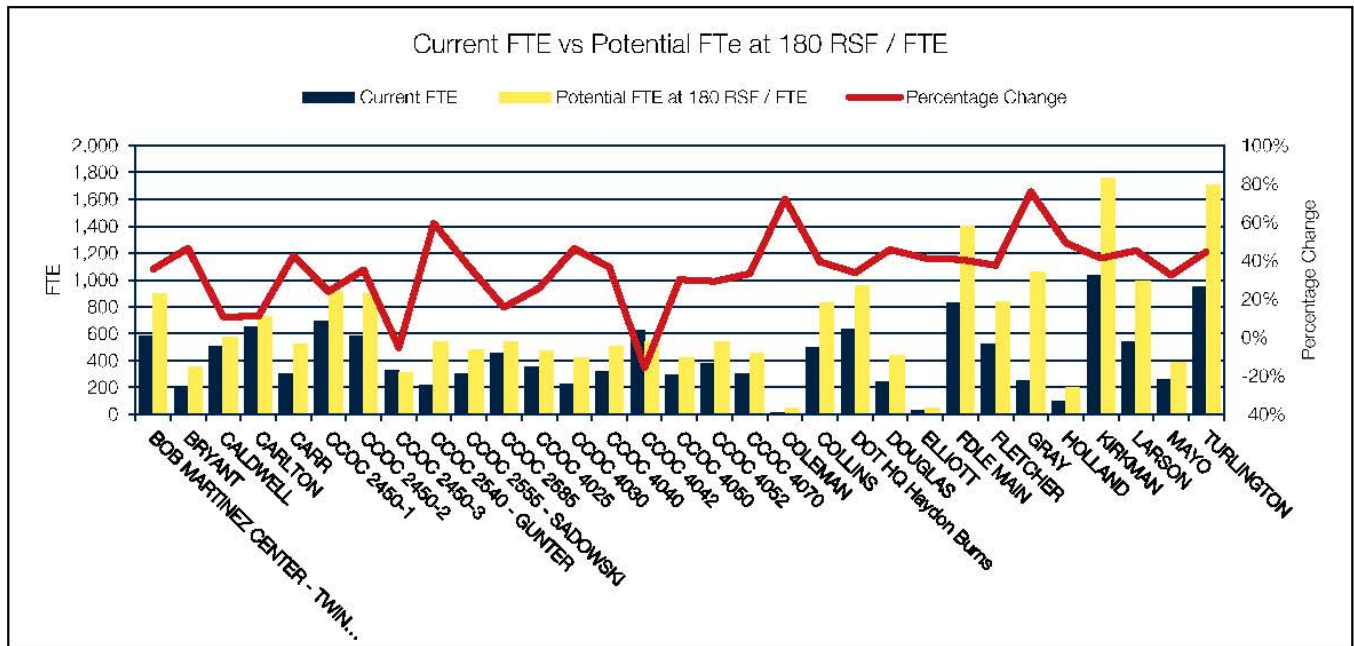
As shown in the portfolio breakdown by space efficiency pie chart to the right, most agency leases in DMS-owned facilities have a space efficiency (as measured by RSF/FTE) between 180 SF to 400 SF per FTE.²⁸ However, nearly 1 million square feet of space has a RSF/FTE of more than 400, which indicates that there is considerable room for improvement in these facilities.



²⁸ Solaris extract, June 30th 2016



With this in mind, the Current FTE vs. Potential FTE at 180 RSF / FTE chart provided below reflects the theoretical excess space in State-owned office buildings in Leon County should the State be able to achieve its target of 180 RSF/FTE²⁹.



The table below provides additional detail by building of theoretical densification opportunities in State-office buildings in Tallahassee³⁰. As part of the analysis, shown are the agency leases in the building (if applicable) and the amount of space that would need to be densified to accommodate the 180 RSF/FTE. Overall, if every building listed above were to increase to 180 RSF/FTE, the State could accommodate an additional 6,158 FTE's without building a new facility. (Note: the densification of all facilities listed above would require significant capital investment, and could not be achieved in almost all cases by just adding more people to existing facilities.)

While it is understood that not all facilities can readily achieve the targeted 180 RSF/FTE average due to the costly modernization of older facilities, we recommend that State agencies focus funds on densifying existing space that is considered a long-term hold before procuring a private lease or building a new facility to accommodate growth, targeting an overall portfolio balance of 80% owned and 20% leased space. While densifying facilities in downtown can be costly, it is significantly cheaper than demolishing and building a new facility in that location (~\$100 Gross Square Footage (GSF) renovation vs. ~\$400 GSF to build).

For a proof-of-concept, including a floor plan test fit of a modernization in an existing older facility, please see the "Modernize Holland" step in the Leon County Repositioning Plan section of this report.

²⁹ Solaris extract, June 30th 2016; PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)

³⁰ Solaris extract, June 30th 2016; Calculated Office RSF use for Bryant, FDOT HQ Burns, Mayo; Agency provided Office RSF for Caldwell, Kirkman; PeopleFirst state agency employment extract, August 29 2016, does not include university employees, non-PeopleFirst agencies (Judicial branch and the Legislature); FTE for leases estimated based on Office RSF; Excludes recently leased RSF (Douglas - 19,825, Holland - 9,830)



Facility / Agency	Office RSF	FTE	Current Office RSF / FTE	FTE Achievable at 180 RSF / FTE	Additional FTE Gained at 180 RSF / FTE	Percentage Increase
BOB MARTINEZ CENTER - TWIN TOWERS BUILDING	162,026	580	279	900	320	55%
DEP	161,850	579	280	899	320	55%
DMS	176	1	176	1	0	-2%
BRYANT BLDG	63,815	190	336	355	165	87%
FWCC	63,815	190	336	355	165	87%
CALDWELL BLDG	102,605	509	202	570	61	12%
DEO	102,605	509	202	570	61	12%
CARLTON BUILDING	131,254	648	203	729	81	13%
DHSMV	4,087	20	204	23	3	14%
DMS	747	4	187	4	0	4%
DOC	126,420	624	203	702	78	13%
CARR BUILDING	95,072	304	313	528	224	74%
DEP	83,269	266	313	463	197	74%
FWCC	8,016	26	308	45	19	71%
NWFWMD	3,787	12	316	21	9	75%
CCOC 2450-1 BUILDING DOR #1	163,885	692	237	910	218	32%
DOR	163,885	692	237	910	218	32%
CCOC 2450-2 BUILDING DOR #2	162,002	583	278	900	317	54%
DMS	8,233	30	274	46	16	52%
DOR	153,769	553	278	854	301	54%
CCOC 2450-3 BUILDING DOR #3	55,749	326	171	310	-16	-5%
DOR	55,749	326	171	310	-16	-5%
CCOC 2540 - GUNTER BUILDING	97,325	219	444	541	322	147%
PSC	97,325	219	444	541	322	147%
CCOC 2555 - SADOWSKI BUILDING	86,844	304	286	482	178	59%
AST	31,190	109	286	173	64	59%
DEM	55,654	195	285	309	114	59%
CCOC 2585 BUILDING	98,029	459	214	545	86	19%
DOH	98,029	459	214	545	86	19%
CCOC 4025 BUILDING	84,920	350	243	472	122	35%
DOH	84,920	350	243	472	122	35%
CCOC 4030 BUILDING	76,014	227	335	422	195	86%
APD	50,895	152	335	283	131	86%
DMS	24,973	74	337	139	65	87%
NSA	146	1	146	1	0	-19%
CCOC 4040 BUILDING	91,424	322	284	508	186	58%
DACS	28,134	99	284	156	57	58%



Facility / Agency	Office RSF	FTE	Current Office RSF / FTE	FTE Achievable at 180 RSF / FTE	Additional FTE Gained at 180 RSF / FTE	Percentage Increase
DEA	63,290	223	284	352	129	58%
CCOC 4042 BUILDING	96,856	622	156	538	-84	-13%
DOH	96,856	622	156	538	-84	-13%
CCOC 4050 BUILDING	75,770	294	258	421	127	43%
AST	5,983	23	260	33	10	45%
DACS	7,774	30	259	43	13	44%
DMS	62,013	241	257	345	104	43%
CCOC 4052 BUILDING	96,980	381	255	539	158	41%
DOH	96,980	381	255	539	158	41%
CCOC 4070 BUILDING	81,294	301	270	452	151	50%
DOC	29,347	109	269	163	54	50%
DOE	27,589	102	270	153	51	50%
FCOR	24,358	90	271	135	45	50%
COLEMAN BUILDING	8,404	13	646	47	34	259%
DMS	8,404	13	646	47	34	259%
COLLINS BUILDING	148,839	500	298	827	327	65%
DEO	9,637	32	301	54	22	67%
DLA	138,943	467	298	772	305	65%
DMS	259	1	259	1	0	44%
FDOT HQ Haydon Burns Building	172,922	636	272	961	325	51%
FDOT	172,922	636	272	961	325	51%
DOUGLAS BUILDING	79,644	240	332	442	202	84%
DEP	68,879	207	333	383	176	85%
DMS	235	1	235	1	0	31%
FWCC	10,530	32	329	59	27	83%
ELLIOT BUILDING	7,965	26	306	44	18	70%
DACS	7,780	25	311	43	18	73%
DMS	185	1	185	1	0	3%
FDLE MAIN BUILDING - TALLAHASSEE	252,149	833	303	1401	568	68%
DMS	729	3	243	4	1	35%
FDLE	251,420	830	303	1397	567	68%
FLETCHER BUILDING	150,409	521	289	836	315	60%
DFS	150,083	520	289	834	314	60%
DMS	326	1	326	2	1	81%
GRAY BUILDING	190,226	253	752	1057	804	318%
DMS	92	1	92	1	0	-49%
DOS	190,134	252	755	1056	804	319%
HOLLAND BUILDING	35,198	99	356	196	97	98%
DACS	25,981	73	356	144	71	98%



Facility / Agency	Office RSF	FTE	Current Office RSF / FTE	FTE Achievable at 180 RSF / FTE	Additional FTE Gained at 180 RSF / FTE	Percentage Increase
DEO	1,611	4	403	9	5	124%
DOC	3,454	10	345	19	9	92%
JUDICIAL	4,152	12	346	23	11	92%
KIRKMAN BUILDING	316,500	1,031	307	1758	727	71%
HSMV	316,500	1,031	307	1758	727	71%
LARSON BUILDING	177,934	540	330	989	449	83%
DFS	177,841	539	330	988	449	83%
DMS	93	1	93	1	0	-48%
MAYO BUILDING	69,318	260	267	385	125	48%
DACS	69,318	260	267	385	125	48%
TURLINGTON BUILDING	307,125	946	325	1706	760	80%
DMS	200	1	200	1	0	11%
DOE	306,925	945	325	1705	760	80%
Grand Total	3,013,337	10,583	285	16,741	6,158	58%

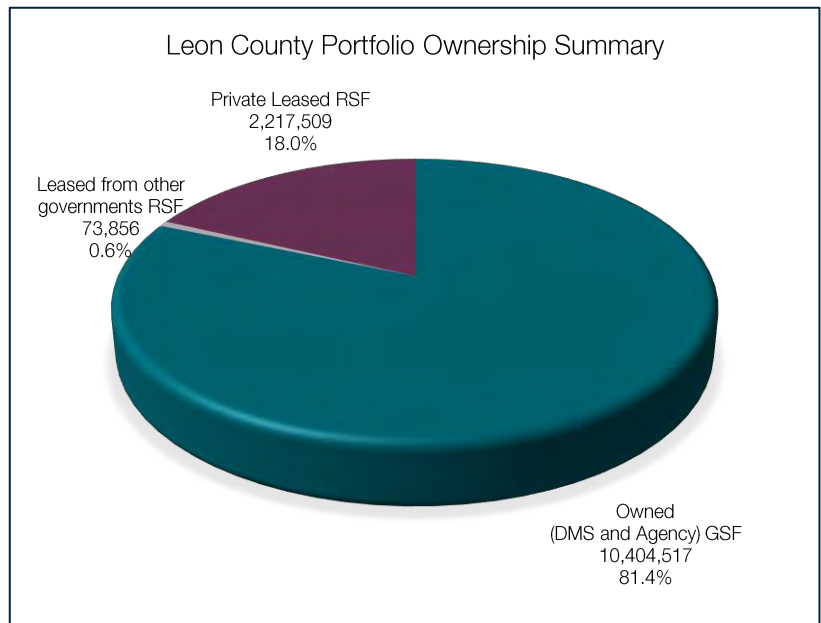
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Optimal ownership allocation

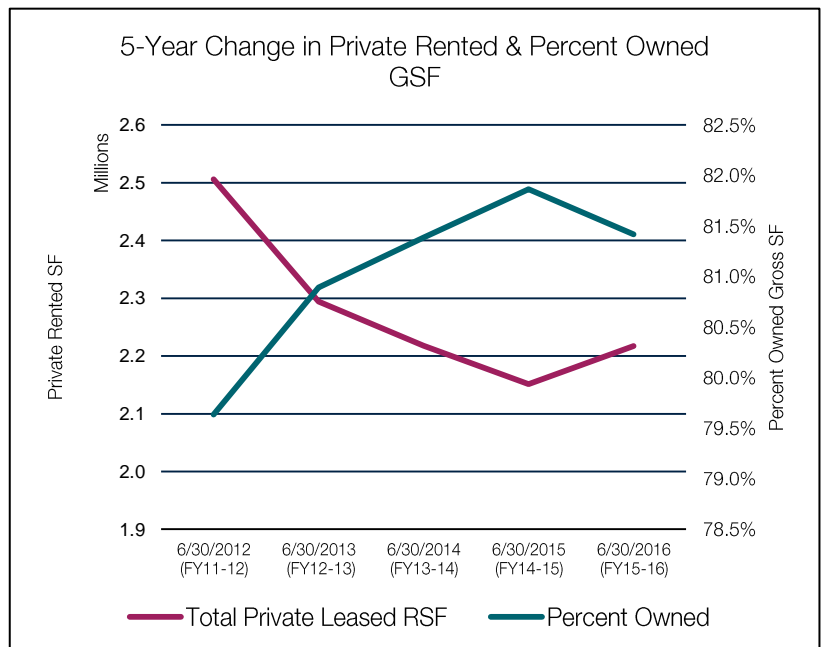
The shrinking workforce trend discussed earlier in this Study makes it difficult to estimate the number of state employees for which to plan as the State attempts to anticipate its real estate needs over the next 30 years. As such, the most advantageous approach to positioning the Leon County portfolio may be to maximize the utility of assets by densifying where appropriate, maintaining an optimal balance of owned and leased facilities, and capturing the value of any excess locations through disposition.

Across Leon County, just over 81% of the portfolio is in owned space. The chart to the right illustrates the ownership structure of the portfolio in Leon County, though it should be noted that State-owned space is reflected on a GSF basis (the entire building footprint) while leased space is shown on a rentable square footage basis (the area actually occupied by State agencies plus a pro rata share of any common space)³¹.



As illustrated in the 5-year change in private rented and percent owned GSF chart to the right, the percentage of owned space has increased in recent years as the State has grown more efficient and vacated unnecessary private leased space, either at lease expiration or through the Legislature’s non-appropriation of funds for leased space.

Assuming that owned facilities are appropriately maintained through regular maintenance and upkeep, the life cycle cost of an owned facility in Leon County is generally lower than the occupancy cost of a leased facility over the same period of time. However, this “premium” paid for leased space essentially buys for the State several benefits, including a smaller cash outlay in the short-term and the flexibility to grow and shrink the footprint more easily.



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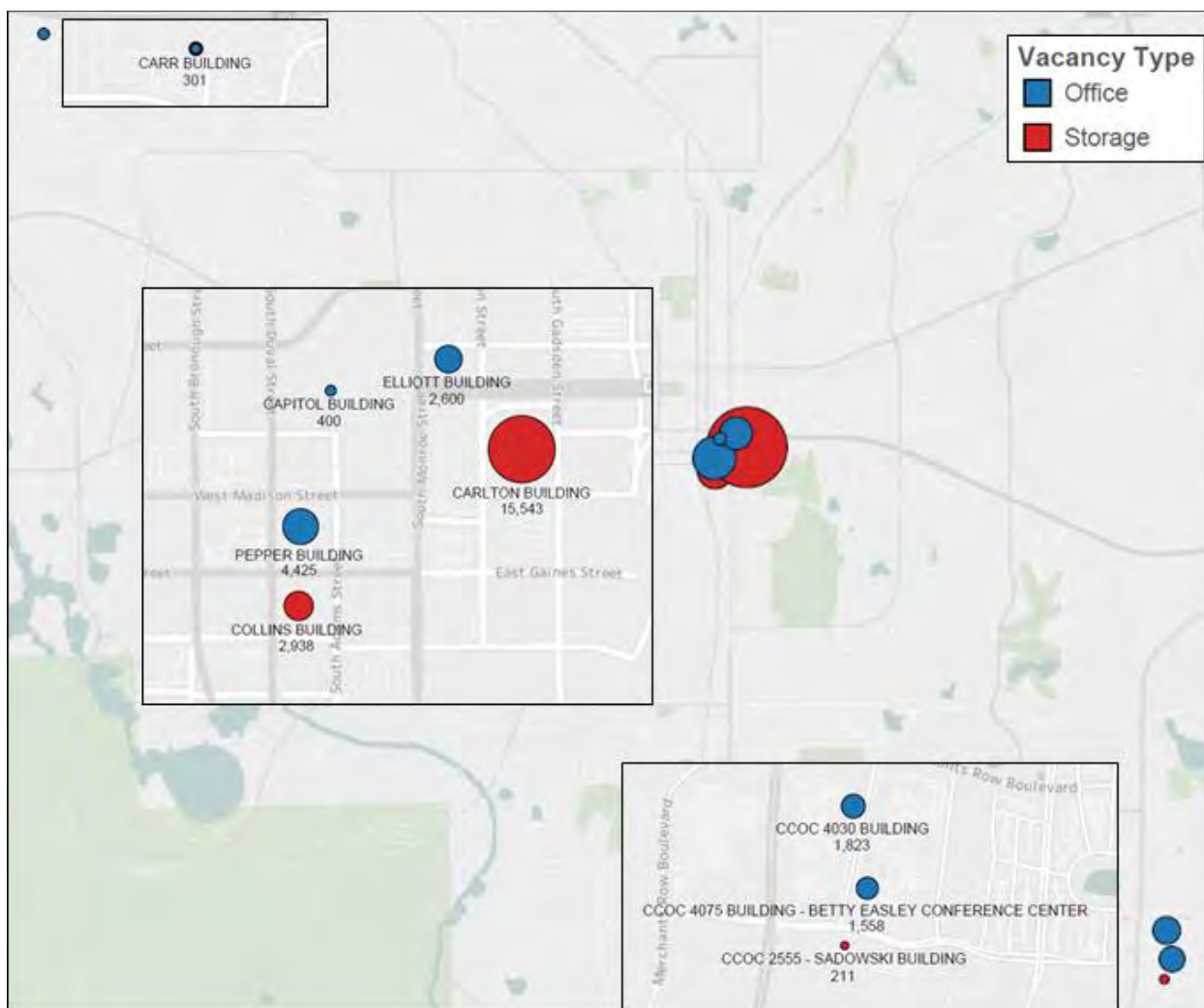
³¹ Solaris extract, June 30th 2016; PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)



Other Considerations: Existing Vacancies in DMS Facilities

There are currently 29,799 SF of vacant space in DMS facilities³². Some of this vacant space could be used to backfill private lease space. It is important to note that not all space is “move-in ready”. Some of the vacant space requires major renovations and the state agency that backfills the space will most likely have to find the money for the renovations. Even with the potential cost of renovation, long-term it is still in the State’s best interest to fully maximize existing DMS space because the facility is usually already paid for and the annual rental rate may be cheaper than what is available in the private market.

Provided below are maps reflecting current vacancies in DMS facilities. The maps show the available office and storage availability, which is primarily storage space (both conditioned and unconditioned).



³² DMS Vacancy Report November 7th 2016



Other Considerations: Future-proofing

As the State of Florida considers its real estate needs over the next several decades, numerous disruptive changes in various industries are likely to impact the State's workplace needs. Concepts such as artificial intelligence to support on-demand services and driverless cars will impact the portfolio in years to come. Other dynamics such as functional obsolescence of facilities, changing workforce demographics, and digitization will have more immediate impacts.

While the scope of this study does not allow for in-depth consideration of any of these transformational issues on the State's real estate portfolio, it is important to consider both the speed and the magnitude of change when considering longer-range planning.

Driverless Cars

Driverless cars are actively tested with many major car makers planning to have them in production between 2018 and 2020. According to the Mobility Lab, Uber plans on its entire fleet being driverless by 2025. The impact that driverless cars will have on parking needs is currently being studied by city planners, real estate developers, academics and industry. It takes approximately 15 years for an auto fleet to turn over so if automakers start producing nothing but fully autonomous cars in 2030, the streets and highways will likely have a mix of manual, semi-autonomous and fully autonomous cars until 2045 or later. Even if those predictions are optimistic, this trajectory for adoption of driverless cars will have a growing impact on how many people own and drive cars to work.

Currently, agencies request 4 spaces per 1,000 SF when leasing and when constructing new office facilities. If parking demand significantly decreases, the amount of land needed to construct new facilities will have a correlated decrease.

Furthermore, the idea of off-site or remote parking becomes much more viable, even in the short-term. With the known potential shortage of parking spaces in downtown Tallahassee this upcoming legislative session, ideas such as a commercial loop rate for ride share services are being considered to facilitate ride sharing at reduced costs to employees with increased flexibility when compared to shuttles or long walks to available parking structures.

Long-term, the impact of driverless cars may have a substantial impact on how buildings are designed in Tallahassee. In 30 years, as existing facilities become functionally obsolete, new State-owned buildings will require less available parking, which will lower overall costs and allow for the further densification of facilities in downtown corridors.

Artificial Intelligence

As the State plans its facilities over the next 50 years, the role of artificial intelligence will increasingly impact the state's workforce needs and the workplace to support those workers.

It may be years before AI becomes more commonplace in government. There are complex cyber security issues and skilled analysts who know how to work with AI are in limited supply, especially those interested in the public-sector track. Even with those and other challenges, given the pace of technological advancement, it is hard to imagine AI will not have a significant impact on the number and types of employees in the State's work force and the type of work-place needed for those employees in the years and decades to come.



Generational Impacts

Given the anticipated turnover in staffing in the coming years, there are numerous studies about what Millennials are looking for in their office space. The biggest consistent driver across studies show millennials want constant access to technology. They have never known professional life without the Internet and are used to a world where everyone from their peers to their competitors are just a text, email, or tweet away.

Millennials also expect access to tools that eliminate menial tasks, help them work faster, and make it easier to communicate. While some of the drivers for public-sector employment are different from more entrepreneurial tracks, this need for collaboration and technology is pervasive across all career tracks. In order to be competitive in attracting and retaining new and younger employees, it will be important for the State to make its space more functionally relevant. This will include more than HVAC repairs and structural issues – it will mean creating a technology savvy and collaborative workspace.

While generational diversity in the workforce promotes a broader range of talent, it can often mean conflicting ideas around work, where one works, how to work and lifestyle in general. Key characteristics of Traditionalists & Baby Boomers versus Gen X & Millennials generations are discussed below.

Traditionalist & Baby Boomers	Gen X & Millennials
80/20 – Fixed vs. “Open” meeting space Space equals privilege, hierarchy 90% of work is performed at one’s desk Collaboration = Conference Room Meeting Fixed Hours Management Reliant	60/40 – Fixed Space vs “Open” collaborative spaces Open office environment Shared, mobile and collaborative spaces Flexible hours & work environment Open to technology Autonomy

The shift in generational expectations will drive future building design, both in the private and public sectors. Newer facilities will be designed to be more open and collaborative, which has the additional benefit of allowing more people to be accommodated in less rentable square feet. When replacing older facilities, the State will be able to build smaller facilities to accommodate the same number of people due to the changes in design. This will lower upfront build costs and future O&M costs, and will reduce the total footprint of the State’s owned portfolio.

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Leon County Repositioning Plan

This Study has identified numerous opportunities to optimize the State's portfolio in Leon County. We've synthesized these opportunities into a sequential plan, with numerous alternatives at steps along the way, to give the State maximum flexibility to accommodate its real estate needs, even as they emerge and change. Overall, the State should:

- Plan for the eventual obsolescence of aging infrastructure, primarily in downtown Tallahassee
- Densify retained State-owned facilities to accommodate more employees and modernize these workplaces to improve productivity, reduce costs, and contribute to employee attraction and retention
- Balance the State's workforce in geographic locations that enhance efficiency and reduce real property costs

The expiration of the Leon County Large Leases over the next 36 months is among the reasons that should compel the State to act now on these portfolio recommendations. By pursuing the strategies below, the State will move 352,248 RSF of space from private leases to State-owned space, reducing the annual rent paid to private landlords by more than \$6.8 million annually at today's rents, which will provide \$204 million in cost avoidance in private lease payments over the next 30 years. Additionally, these actions would reduce the Leon County owned and leased portfolio by 335,179 RSF overall, even with the addition of three new State-owned facilities.

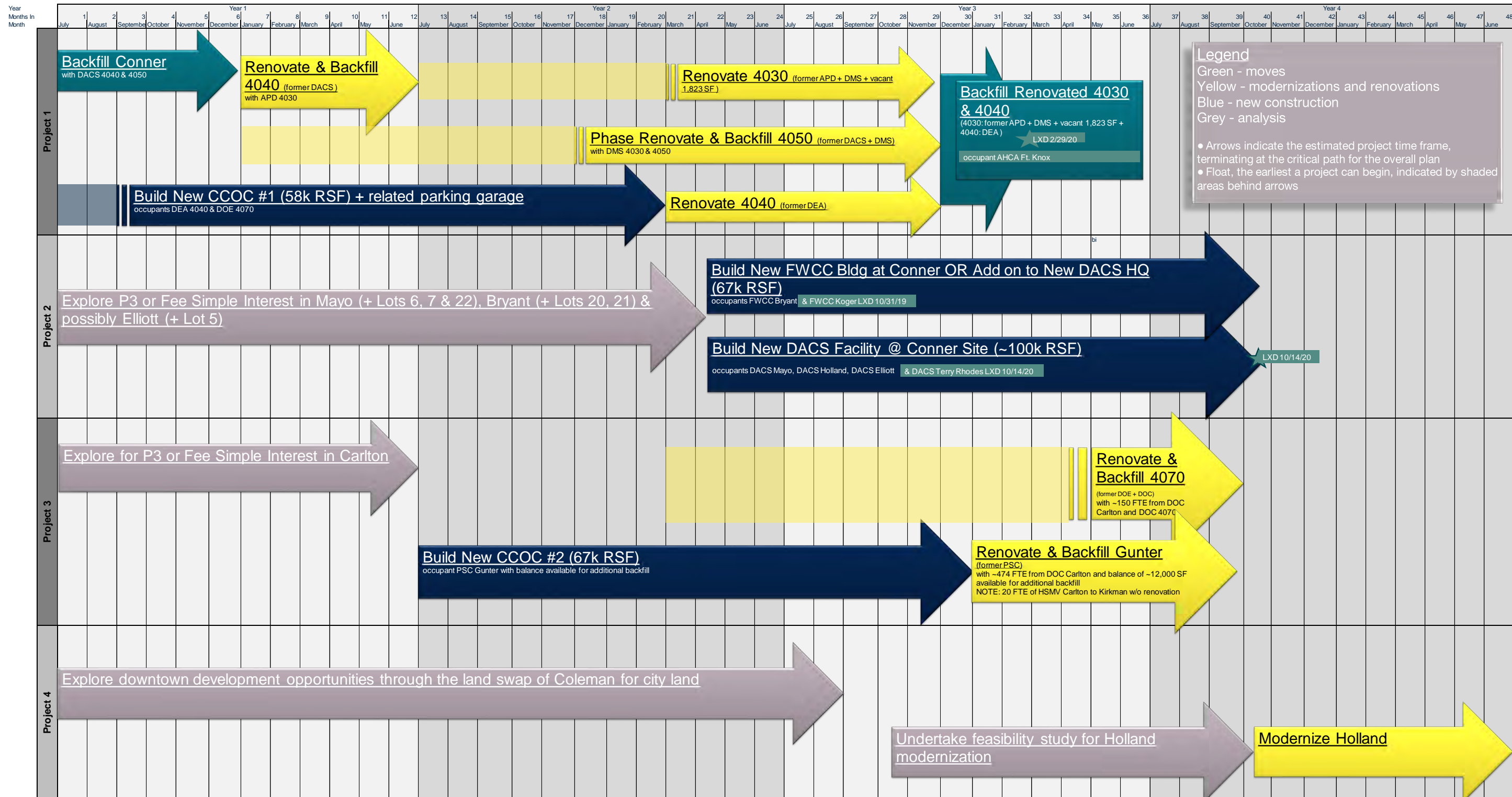
While complete programming is required to finalize phasing, costs and timing, the following is the recommended first phase of the Leon County portfolio repositioning plan, covering the next five years:

Phase 1 Implementation Plan – Fiscal Years 2017-2022

Phase 1 is divided into four "projects," each with multiple moves and steps, which should take place concurrently in order to have the desired outcomes.

Combined, the four projects will densify existing state-owned facilities to migrate employees from private leases, and older, inefficient buildings in downtown Tallahassee that are reaching the end of their useful lives into a combination of new and newly renovated facilities at the CCOC. This phase will also position the State to maximize the value of its existing buildings downtown.

Please refer to the flow chart on the following page illustrating these portfolio changes.





Phase 1 - Project 1 – Densify existing State-owned space & construct a new building at CCOC

Step 1 – Backfill Conner

The first step of Project 1 is to move existing DACS employees from CCOC 4040 (99 FTE's) and CCOC 4050 (30 FTE's) to the existing Conner Administration Building, which is located at 3125 Conner Blvd. The Conner Administration building was not among those facilities analyzed by Savills Studley in the scope of this report. As such, we are unable to assess definitively the feasibility of this level of densification. However, based on the facts that the Conner Administration Building has a current space efficiency of 339 RSF/FTE and that the facility would be occupied by employees of only one agency, it is reasonable to assume the proposed densification can be achieved. If the 129 employees from the CCOC 4040 and 4050 buildings were to move to the Conner Administration building, the new space efficiency at that building would be 185 RSF/FTE. This step should begin no later than July 2017 and 6 months has been planned to ensure a smooth move and transition.

Agency		Current State			Future State			Measures	
Agency	FTE	Facility	RSF	RSF / FTE	Facility	RSF	RSF / FTE	Est. Costs to Achieve Range	RSF Reduction
DACS	99	CCOC 4040	28,134	284	Conner	23,865	185	\$323,000 – \$430,000	12,043
DACS	30	CCOC 4050	7,774	259					

Step 2 – Construct a new building at CCOC (#1) and Parking Garage

DMS has the ability to construct a 58,000 RSF facility and a 66,666 RSF facility at the CCOC (one lot is adjacent to 1st District Court of Appeals building, the second is on the north side of the existing CCOC campus), it should request funding during the 2017 legislative session. If approved, construction could begin in July 2017. After discussion with DMS, it is understood that these facilities could be built in approximately 18 months.

In this step, DMS would construct CCOC #1, a facility planned for 58,000 RSF on the lot contiguous to the existing CCOC campus, as well as a parking garage to accommodate the new employees.

Action/Facility	Scope	Measure
	RSF	Est Cost to Achieve Range
Construct New CCOC # 1	58,000	\$26,100,000 - \$34,800,000
Construct new parking garage at CCOC	~129,600 GSF	\$7,425,000 - \$9,900,000

After the completion of CCOC #1, planned for no later than February 2019, begin moving 223 FTEs from DEA, currently occupying 63,290 RSF in 4040 into the new CCOC #1. Additionally, move 102 FTEs from DOE, currently occupying 27,589 RSF, from CCOC 4070 into CCOC #1. The new CCOC should be able to accommodate 325 DEA and DOE employees at a planned space efficiency of 179 RSF/FTE.

Agency		Current State			Future State			Measures	
Agency	FTE	Facility	RSF	RSF / FTE	Facility	RSF	RSF / FTE	Est. Costs to Achieve	RSF Reduction
DEA	223	CCOC 4040	63,290	284	CCOC #1	39,750	178	\$1,861,000 - \$2,481,000	23,540



Agency		Current State			Future State			Measures	
Agency	FTE	Facility	RSF	RSF / FTE	Facility	RSF	RSF / FTE	Est. Costs to Achieve	RSF Reduction
DOE	102	CCOC 4070	27,589	270	CCOC #1	18,250	179	\$855,000 - \$1,139,000	9,339

Step 3 – Renovate & backfill CCOC 4040

With the 99 DACS employees having vacated the building, DMS should begin the process of densifying the vacated portions of CCOC 4040. DACS will vacate 28,120 RSF. By densifying the space, 152 FTE's from APD can move from CCOC 4030 into CCOC 4040 at a new space efficiency ratio of 185 RSF/FTE. This step should begin January 2018, and 6 months has been planned to ensure a smooth move and transition.

Action/Facility	Scope	Measure
	RSF	Est Cost to Achieve
Renovate CCOC 4040	28,134	\$3,956,000 - \$5,275,000

Agency		Current State			Future State			Measures	
Agency	FTE	Facility	RSF	RSF / FTE	Facility	RSF	RSF / FTE	Est. Costs to Achieve	RSF Reduction
APD	152	CCOC 4030	50,895	335	CCOC 4040	28,134	185	\$1,317,000 - \$1,688,000	22,775

Step 4 – Phase renovate & backfill CCOC 4050

Once the 30 DACS employees have vacated CCOC 4050 (achieved in Step 1), DMS should begin the process of densifying the vacated 7,774 RSF of space. This space can be used as swing space within the building to densify the rest of CCOC 4050 (DMS currently occupies 62,013 RSF). AST will remain in its existing 5,983 RSF, which would be outside the scope of this step. Twelve months has been planned to accomplish the densification of 4050. While the existing densification is taking place, begin moving the 74 DMS employees currently residing in CCOC 4030 into CCOC 4050. This concurrent process of densifying space and moving employees can begin January 2018 but must be completed no later than November 2019.

Action/Facility	Scope	Measure
	RSF	Est Cost to Achieve
Renovate CCOC 4050	69,787	\$9,814,000 - \$13,085,000



Agency		Current State			Future State			Measures	
Agency	FTE	Facility	RSF	RSF / FTE	Facility	RSF	RSF / FTE	Est. Costs to Achieve	RSF Reduction
DMS	74	CCOC 4030	24,973	337	CCOC 4050	16,357	221	\$765,500 - \$1,021,000	8,616
DMS	241	CCOC 4050	62,013	257	CCOC 4050	53,430	222	\$2,500,524 - \$3,334,032	8,583

Step 5 – Renovate CCOC 4030

Densify the 75,895 RSF that APD and DMS vacated in 4030, to accommodate a targeted 180 RSF/FTE. Nine months has been planned for this densification. This project can begin July 2018, but must begin by at least March 2019, to accommodate future leases in this building. The end date of this initiative is November 2019.

Action/Facility	Scope	Measure
	RSF	Est Cost to Achieve
Renovate CCOC 4030	77,691	\$10,926,000 - \$14,568,000

Step 6 – Renovate remaining portions of CCOC 4040

Densify the remaining portions of CCOC 4040 vacated by DEA. Nine months has been planned for this densification project, and it should be completed November 2019.

Action/Facility	Scope	Measure
	RSF	Est Cost to Achieve
Renovate CCOC 4040	63,290	\$8,901,000 - \$11,867,000

Step 7 – Backfill renovated CCOC 4030 & 4040

Move AHCA from its Leon County Large Lease location at Ft. Knox to the vacated, fully renovated and densified space at CCOC 4030 and 4040. Adjacency and occupancy planning would need to be completed with AHCA to determine the optimal way to split functions and groups between these two facilities.

While occupancy for AHCA is shown in this plan, another potentially viable alternative would be for AHCA to continue leasing from the private sector and for DCF to occupy the available space at CCOC. If DCF were to adopt a more aggressive space standard at CCOC, its occupancy can be accommodated instead of AHCA, especially if DCF's call center went to a facility dedicated for its use.

Agency		Current State			Future State			Measures	
Agency	FTE	Facility	RSF	RSF / FTE	Facility	RSF	RSF / FTE	Est. Costs to Achieve	RSF Reduction
AHCA	742	FT. Knox	244,163	329	CCOC 4030 & 4040	140,981	188	\$6,598,000 - \$8798,000	104,978



Phase 1 - Project 2 – Build new facilities for DACS and FWCC, leveraging Mayo, Bryant and possibly Elliot buildings

Background

While there are a number of older buildings owned by the State in downtown Tallahassee, the Mayo building faces some of the more significant challenges related to its upcoming functional obsolescence.

The Mayo building is somewhat unique in that it was built in three different stages (1937, 1954, and 1965). Technically, the 1937 structure is at or near the end of its useful life. Mayo also has a significant number of window openings that need to be replaced. Other components such as metal roof deck, brick veneer and stucco might not last another 30 years, even if the facility underwent a major renovation.

The Mayo building presents interesting opportunities given its prime location downtown and the public- and private-sector development happening in close proximity.

Consideration should be given to exploration of potential private sector uses for the location. A request for letters of interest would be an opportunity to explore such interest. If a higher and better use can be established for the site, then DACS could consider its options for a new headquarters. Key considerations include:

- DACS' ability to leverage its exemption as it did for the Citrus Commission Building and reinvest the proceeds from the sale of Mayo to build a new, more efficient headquarters location
- Whether the headquarters would be an anchor for a new building on the Mayo site or land adjacent to the Federal Correction Facility off Capital Circle SE (Conner Campus)
- Efficiency achieved by consolidating current Leon County locations and updating its space standards to shrink the amount of space required

DACS has 107 acres of land off Conner Road on Capital Circle Northeast. Because the land is already owned by DACS, there would be no demolition costs, and the new facility could be built large enough to centralize all of DACS into one location. To assist in funding a new facility, DACS could sell the existing Mayo building and land to a developer who would redevelop the existing location. Due to some recent developments around the Mayo building including Cascades Park and the possible redevelopment of the Washington Square block, there could be potential redevelopment interest in the Mayo location. The proceeds from this sale could be used to offset some of the construction costs of a new facility.

If it is determined after the Request for Information (RFI) that building a new DACS headquarters at the Conner Blvd location is the best option, DACS should request funding for design and construction of a new facility. In order to offset future private lease costs, DACS should plan to complete and occupy the new facility by October 14, 2020, the date the 49,164 RSF Terry Rhodes lease expires. DACS should plan to consolidate all its locations into the new headquarters building, including the following:

- Mayo – 260 FTE's in 69,318 RSF
- Terry Rhodes – 161 FTE's in 49,164 RSF
- Holland – 73 FTE's in 25,981 RSF
- Elliot – 25 FTE's in 7,780 RSF

In total, 519 people would be moved to the new facility. Unlike the new CCOC buildings for which there are complete and approved plans, this facility would need full scoping. In absence of more information, we have estimated an overall 200 RSF/FTE efficiency for the facility, but can envision a more efficient fit with proper planning.



Another scenario that DACS could pursue is to leverage a public-private-partnership (P3) to redevelop the existing Mayo location and provide a new facility through a build-to-suit partnership. This option could be advantageous to DACS as the facility could be built to its exact specifications and keep the headquarters downtown.

For either scenario, Savills Studley recommends DACS issue a Request for Information (RFI) regarding the potential interest from developers in the existing Mayo location. Depending on the outcome of the RFI, multiple scenarios could be developed to accommodate a new DACS headquarters.

FWCC's Bryant location has many of the same advantages and considerations as the Mayo building, and with the Elliot building occupying a very visible and potentially valuable location downtown, consideration should be given to gauging interests for P3 or fee simple disposition opportunities for all three locations. These RFIs could be packaged together or performed separately, and one consideration is that two different agencies have management responsibilities for these facilities.

Implementation Plan

Step 1 – Explore P3 or fee simple interest in Mayo (+ lots 6, 7 and 22), Bryant (+ lots 20 and 21), and possibly Elliot (+ lot 5)

Step 2 – Build new DACS HQ at Conner site

Action/Facility	Scope	Measure
	RSF	Est Cost to Achieve
Construct new DACS HQ	~103,800	\$46,710,000 - \$62,280,000

Agency		Current State			Future State			Measures	
Agency	FTE	Facility	RSF	RSF / FTE	Facility	RSF	RSF / FTE	Est. Costs to Achieve	RSF Reduction
DACs	260	Mayo	69,318	267	New DACS	103,800	200	\$4,858,000 - \$6,478,000	48,443
	161	Terry Rhodes	49,164	305					
	73	Holland	25,981	411					
	25	Elliot	7,780	311					

Step 3 – Build new FWCC building at Conner or add on to new DACS HQ

Action/Facility	Scope	Measure
	RSF	Est Cost to Achieve
Construct new FWCC building or expand new DACS HQ	~73,620	\$33,129,000 - \$44,172,000

Upon completion of the new FWCC building, move the FWCC's 190 people from the Bryant building, and 219 people from the Tallahassee Center (also known as the Koger Center) private lease into CCOC #2. Given the expiration of the Tallahassee Center site of October 31, 2019, a short-term renewal or other temporary occupancy plan would be required to accommodate this project schedule.



Agency		Current State			Future State			Measures	
Agency	FTE	Facility	RSF	RSF / FTE	Facility	RSF	RSF / FTE	Est. Costs to Achieve	RSF Reduction
FWCC	409	Bryant and Koger	122,736	300	New FWCC building	73,620	180	\$3,446,000 - \$4,594,000	49,116

Phase 1 - Project 3 – Consolidate the Department of Corrections (DOC) to CCOC by building a New CCOC Facility (#2) and Densifying CCOC 4070 and Gunter

Background

Project 3 lays the foundation for Phase 2 which is envisioned happening over Fiscal Years 2023-2033. The Carlton Building was never fully retrofitted or modernized prior to the Department of Corrections occupying it in 2011. Consequently, it is not designed to support another 30 years of occupancy without modernization. Furthermore, Corrections was not an agency that “needed to be downtown;” its move to the Carlton Building was driven by the need to backfill the space in the DMS pool and to reduce occupancy costs. If the second new and preliminary designed building is built at the CCOC, it will allow several additional portfolio adjustments in the move toward optimization. First, it will allow the PSC to move into the new facility at a greatly enhanced efficiency. Then the space freed up at Gunter can be renovated to allow DOC to consolidate at CCOC in adjacent buildings. While efficiency gains are not as substantial for DOC as some other agencies, their current utilization of 203 SF/FTE can be slightly reduced and more importantly, they can occupy the space in a manner that is more functional and will support overall operations for the agency.

Vacating Carlton at this stage provides the State the most flexibility as decisions are made for Phase 2 of this Master Plan. Carlton, when vacated can:

- Be a potentially strong disposition candidate to help offset costs on a new downtown facility if the public and private sector development continues at its current pace
- Should the State not proceed with a new building downtown, Carlton can be modernized to provide swing space needed for the next wave of modernizations prior to becoming a long-term home for an agency
- Should the decision be to continue to grow the State portfolio outside of downtown, the Carlton Building can likely be occupied with less substantive renovations to allow it to serve as swing space for other downtown modernizations and then offered for other development uses in accordance with the longer term plan

Implementation

Step 1 – Explore P3 or fee simple interest in Carlton

Step 2 – Build New CCOC #2

This would be the second of the two designed and approved new buildings for CCOC, and it is envisioned that it would be occupied by PSC, whose 219 FTEs are currently occupying 97,325 SF in CCOC Gunter. At a targeted space efficiency of 225-250 SF/FTE, which reflects some of the specialized space types of the PSC footprint, PSC would dramatically improve its space efficiency from the current 444 SF/FTE and there would be additional space, approximately 17,000 RSF on the high end, for the backfill of other private leases.



Action/Facility	Scope	Measure
	RSF	Est Cost to Achieve
Construct new CCOC #2	66,666	\$30,000,000 - \$40,000,000

Agency		Current State			Future State			Measures	
Agency	FTE	Facility	RSF	RSF / FTE	Facility	RSF	RSF / FTE	Est. Costs to Achieve	RSF Reduction
PSC	219	Gunter	97,325	444	CCOC #2	49,275	225	\$2,307,000 - \$3,075,000	48,050

Step 3 – Phase renovate and backfill CCOC 4070 & renovate Gunter

With the vacancies created at CCOC 4070 as DEA was moved to the new CCOC #1 facility and the now vacant Gunter with PSC occupying CCOC #2, all of DOC's functions from Carlton and CCOC can be consolidated into these facilities. Given DOC's current occupancy of 4070, a phased renovation of this space in concert with the renovation of Gunter should provide ample swing space for a smooth renovation.

Action/Facility	Scope	Measure
	RSF	Est Cost to Achieve
Renovate CCOC 4070	56,936	\$8,007,000 - \$10,676,000
Renovate Gunter	97,325	\$13,687,000 - \$18,249,000

Agency		Current State			Future State			Measures	
Agency	FTE	Facility	RSF	RSF / FTE	Facility	RSF	RSF / FTE	Est. Costs to Achieve	RSF Reduction
DOC	109	CCOC 4070	29,347	269	CCOC 4070	29,347	210	\$1,374,000 - \$1,832,000	0
DOC	624	Carlton	126,420	203	Gunter & CCOC 4070	124,914		\$5,846,000 - \$7,795,000	1,506

Phase 1 - Project 4 – Position the State to derive maximum value from key downtown facilities

Background

This repositioning plan envisions a strong continued presence in and around the Capitol. While not every agency needs a large portion of its headquarters staff downtown, some agencies are more suited for a central business district locale. Cabinet agencies such as the Attorney General's Office and the Department of Financial Services are likely candidates as well as the Department of Economic Opportunity, given that it occupies one of the more functional buildings downtown, which was built with the use of federal funds. Other agencies would be well served with a presence downtown and core operations in less costly suburban buildings with predominately surface parking. Project 4 is comprised of several components all focused on downtown optimization.



Implementation

Step 1 – Explore downtown development opportunities through the land swap of Coleman for City of Tallahassee land

Step 1 is to explore the viability of exchanging the Coleman Building for several City of Tallahassee owned lots. This exchange would be mutually beneficial to the State and the City of Tallahassee, allowing the City to control land around its Cascades Park initiative while it provides the State with land to build a new building in a more condensed and consolidated downtown State campus.

The Coleman building is located directly across from the city-owned Firestone building (Old County Jail) and the new Cascades Park. The building is a 10,280 GSF facility that currently houses 12 DMS employees. It is also located adjacent to a DMS parking garage. Given the buildings current use, other DMS facilities could be used to house the existing employees and the facility could be repurposed. Given its location and proximity to the Cascades Park and the potential new development happening at the Firestone and Bloxham Annexes, this location could be an attractive location for redevelopment.

The City of Tallahassee has two vacant lots across from the Turlington building that were formerly the location of the old Clemons, Johns and Madison state buildings. The City of Tallahassee could swap this land for the Coleman building, so it could pursue a master development around Cascades Park, on both sides of Gaines Street. This land swap would benefit the State because it would give it the vacant land to build a new facility in the downtown corridor. Long-term, this facility could house the Attorney General (AG), the Department of Financial Services (DFS) or other state agencies as their existing facilities (Collins, Fletcher and Larson) reach the end of their useful lives. This land swap also benefits the City of Tallahassee as it will keep a large number of state jobs downtown, which would help anchor the existing redevelopment opportunities already taking place.

Step 2 – Modernize Holland

Step 2 is to modernize the Holland Building. Given the Holland Building's location directly across from the Capitol, it is recommended that it remain a State asset. It should be modernized, to the extent feasible working with the historic preservation board, so it can be used as a multi-agency building providing those agencies without a significant presence downtown to an efficient and convenient space for functions that regularly interface with the Capitol or EOG. It could also provide swing space for EOG and legislative staff when renovations are done at the Capitol.

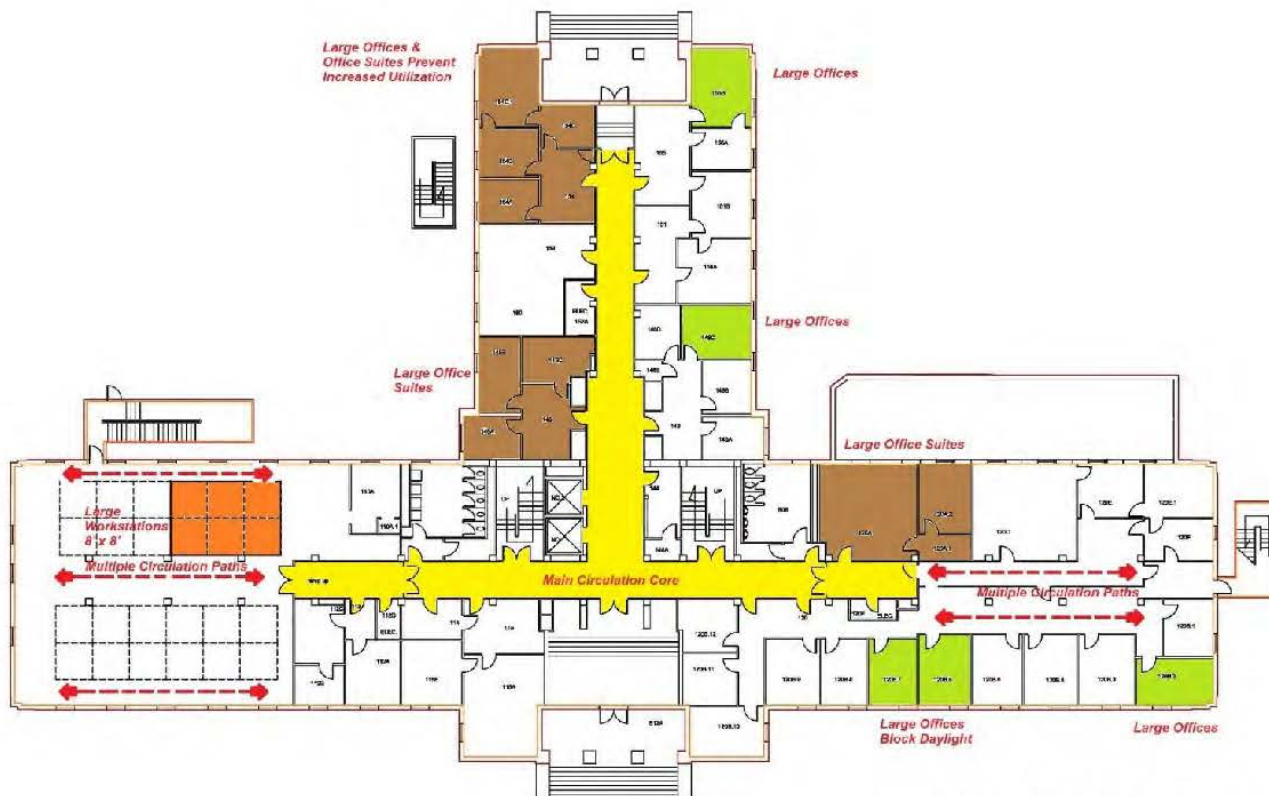
Among State-owned facilities in the downtown Tallahassee area, the Holland Building is among the most inefficient. Additional employees have recently been assigned to the site, however the State Owned Lands and Records Information System (SOLARIS) indicates a rentable square foot per FTE of 356, well above the DMS leasing target of 180 SF/FTE.

As a proof of concept, Savills Studley considered the following layouts of the Holland Building, first as it exists today and then as could be reconfigured with a major renovation. The test fit indicates it is possible to more than double the density of the facility.

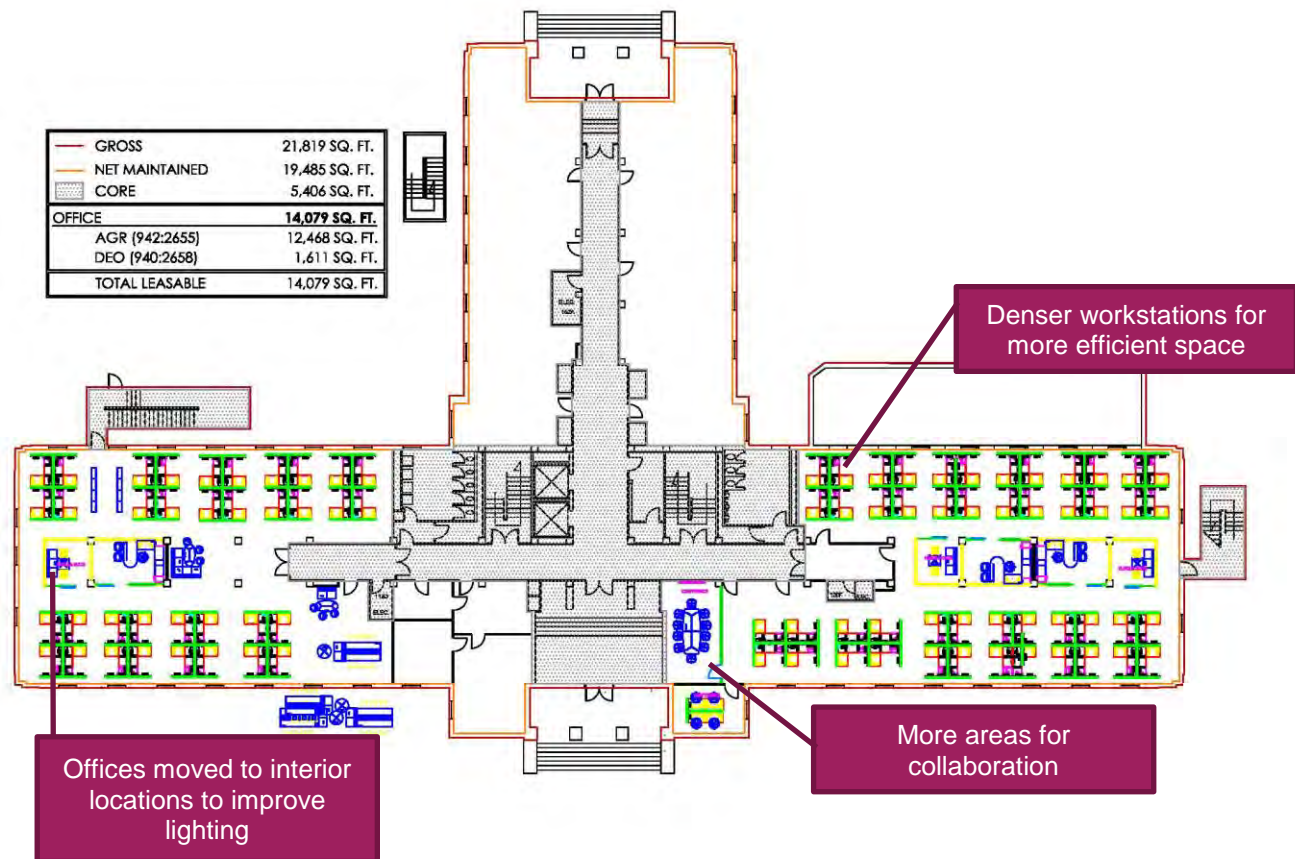


Holland Space Utilization	
Existing Layout	Future Layout
Multi-Tenant	Multi-Tenant
Traditional Private Office Layout	Transitional Floor Layout 80/20 (office/workstation)
Existing SF per FTE 356	Revised SF Per Person: 148-180 SF
Occupancy: 99 FTE (not reflective of recent additional assigned personnel)	Max Occupancy: 250 to 297 FTEs

Shown in the following floor plan is the current layout of the Holland building. It is an older design with large external offices, large corridors, and limited collaboration space.



Existing Building Utilization Review

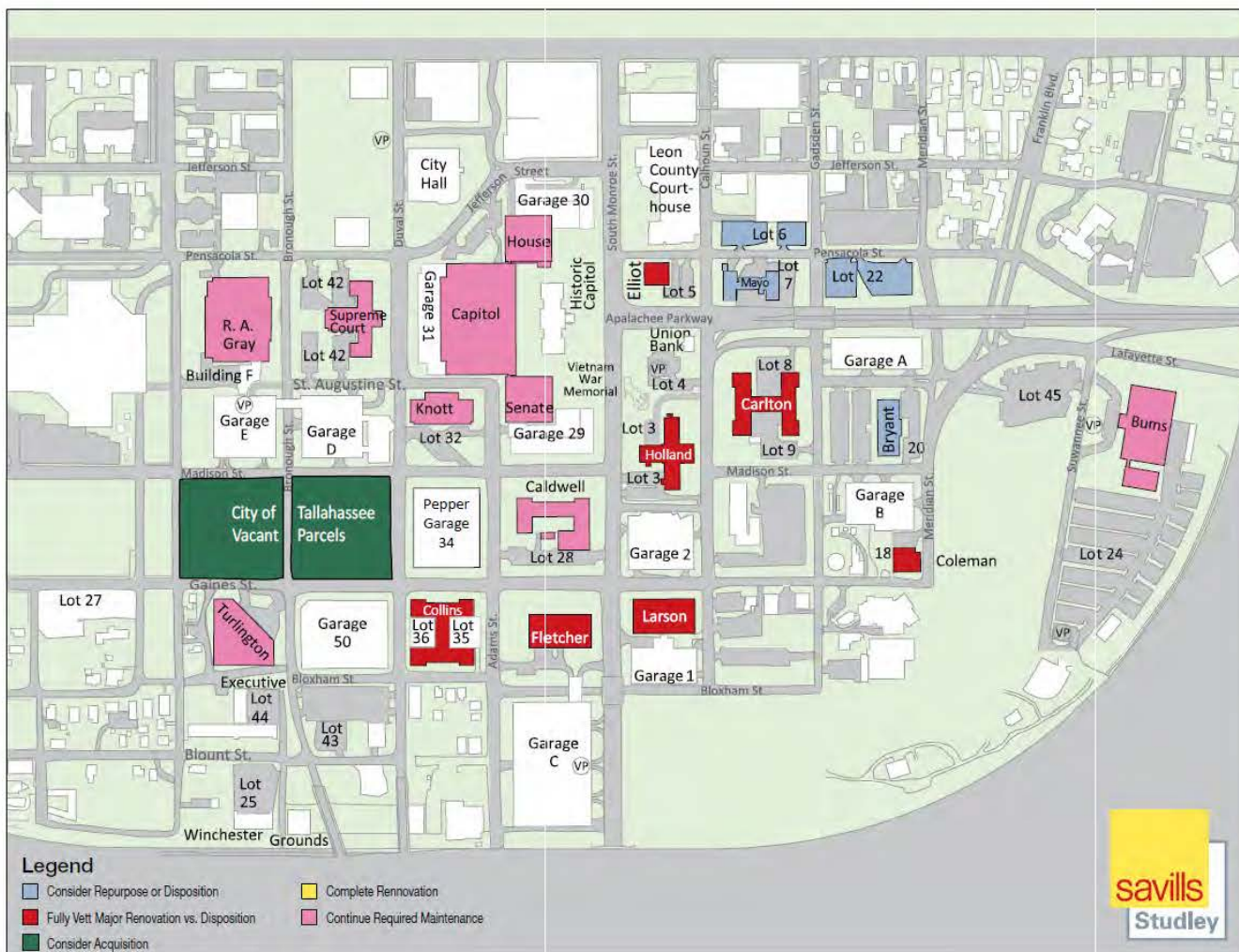


The floor plan above is a potential future layout based on a major modernization. Offices have been moved to the interior to provide daylight penetration and a more modern feel.



With decisions about new construction at Conner and CCOC made and with a strong sense of higher and better uses for some of the existing State assets shown in the proposed Private Sector and Higher Education zone (referenced in the Executive Summary), the State will be in a position to proactively determine its optimal downtown footprint for the next several decades, whether it be a new tower or the modernization of at least two existing buildings, most likely Collins and Fletcher to provide the most contiguous campus environment for State occupancy.

The following map of downtown Tallahassee reflects recommended portfolio actions in the next five years consistent with the Phase 1 implementation plan.





Phase 2 Implementation Plan – Fiscal Years 2023-2032

If Phase 1 is fully implemented, a major repositioning and densification of state-owned buildings will have taken place by 2022. In total, the state-owned and leased portfolio will have been reduced by 335,179 RSF. The reassessment of the growth of state employment, and the condition of State-owned facilities, especially in downtown Tallahassee, should continue upon completion of Phase 1 and into Phase 2. Over the next 15 years, there are a number of strategies the State could pursue to accommodate future growth and the obsolescence of aging infrastructure downtown³³.

Scenario A – Build a new facility downtown, relocate employees from either the Fletcher, Larson, Collins or Carlton facilities, or a combination of facilities, into the new facility

As discussed in the Phase 1, it may be in the State's best interest to exchange the Coleman Building, located directly across from Cascades Park, with the City of Tallahassee for two vacant lots, which are located directly across from the Turlington Building on Gaines Street. These two vacant lots could be used to build a new DMS facility that could accommodate new state growth, or the relocation of state employees from older facilities in downtown as they reach the end of their useful life. Should the exchange of the Coleman Building with the City of Tallahassee not occur, alternatives for new downtown construction sites could include the Mayo, Bryant or Carlton locations.

By 2037, the Fletcher, Larson, Collins and Carlton buildings will have an average age of 72 years. In all likelihood, these buildings will have exceeded their economic and useful life. To plan for the eventual obsolescence of these facilities, DMS could build a new facility on one of the vacant properties obtained from the City of Tallahassee, and build a parking garage on the other vacant lot (assuming parking requirements have not significantly changed by that time).

If a new facility is built to the same size as the existing Turlington building, roughly half of the current RSF of the four listed facilities could be accommodated in the new facility (268,625 RSF vs 608,436 RSF existing), but if built to a more modern layout of 175 RSF/FTE, the new facility could accommodate 70% of the existing FTE's. The other 30% could be spread around existing DMS facilities or in a renovated facility downtown. One possible scenario is to fully renovate the Elliot Building, which could accommodate 58 new FTE's (note: most of the Elliot Building would have been vacated when DACS moves out of the space in Phase 1, and this facility would have only been disposed of during Phase 1 had it been in the best interest of the State to do so). Other possible facilities that could be renovated include the Turlington or R.A. Gray building.

For the purposes of Scenario A, we have assumed that the remaining employees could be backfilled into a renovated Elliot, and other facilities throughout downtown and the CCOC that haven't reached the 180 RSF/FTE space efficiency target. This scenario also assumes the disposition of the Fletcher, Larson, Collins and Carlton buildings.

The value of disposing of these facilities is in the land underneath the facilities. The current DEP disposition process allows for other government agencies to have first right of offer for these facilities if they are interested. It is possible that either FSU, FAMU or the City of Tallahassee could take ownership responsibility of these facilities (or demolish the facilities and build new facilities on the land). If a government entity is not interested in the facilities, the State could try to sell the facilities to the private sector. The amount the State would receive by disposing of these facilities on the private market depends on the local economy at the time of the sale.

Provided below are the estimated costs to build a new facility (at the estimated size of the existing Turlington Building), a new parking garage that can accommodate 85% of the FTE's in the facility, and the renovation of the Elliot building.³⁴

³³ Note: all costs provided in this section are in today's dollars.

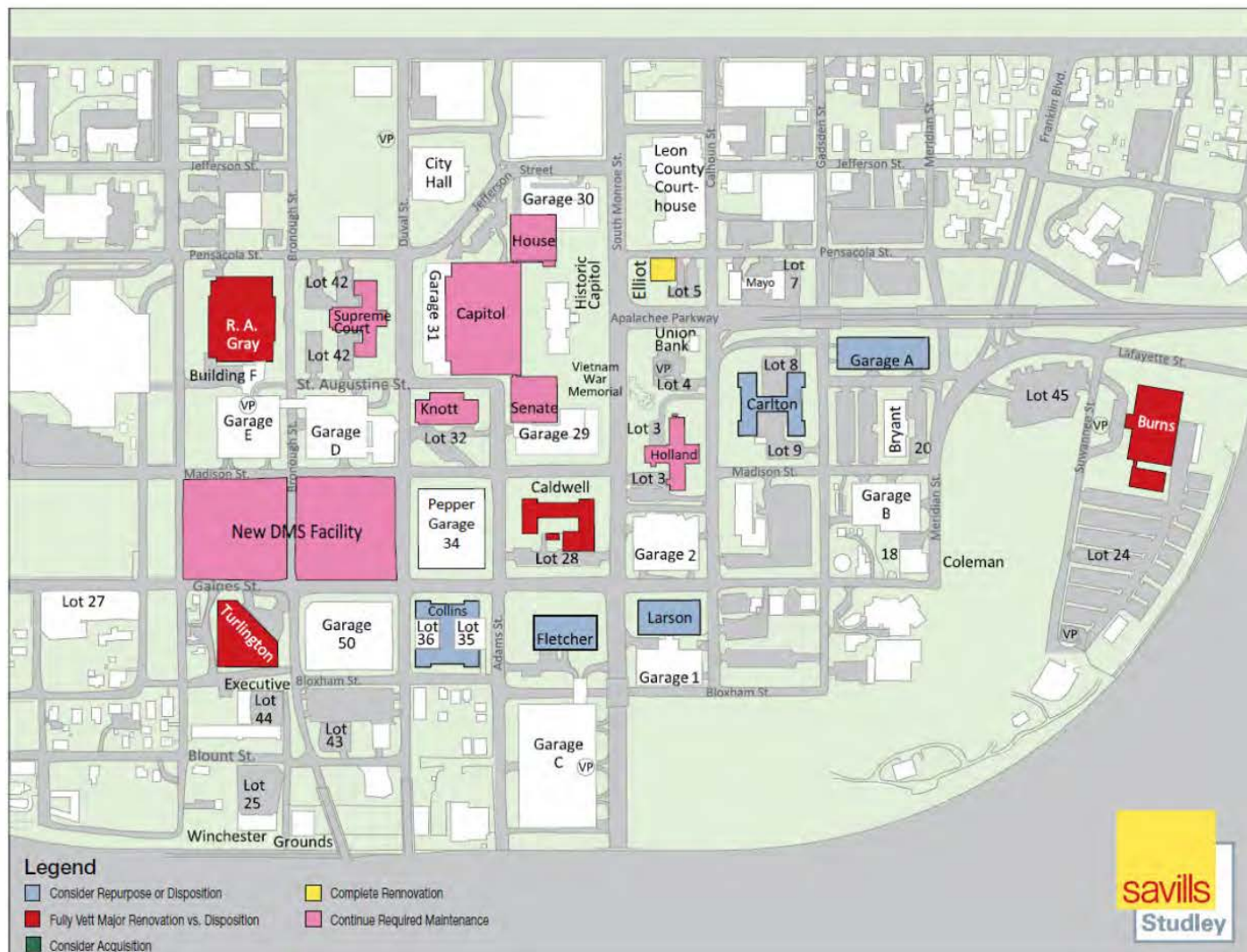
³⁴ Note: the costs provided are in today's dollars.



Action	Estimated Cost	Notes
Build New DMS facility	\$134,312,500	~268,625 RSF facility, built for 1,535 employees at a targeted overall density of 175 RSF/FTE. Cost (268,625 RSF * \$500 est. construction cost)
Build New Parking Garage	\$24,750,000	233,280 GSF facility, accommodates 1,320 spots, Cost (1,320*\$15,000*1.25)
Elliot Renovation	\$2,424,324	Cost (10,416 RSF * \$232.75 est. renovation cost)

The following map page depicts the changes occurring in downtown Tallahassee based on the construction of a new DMS facility, and the evaluation of the Carlton, Larson, Fletcher and Collins buildings for disposition or major renovation. Please note the Mayo and Bryant Buildings would have already been removed from the State's portfolio in Phase 1.

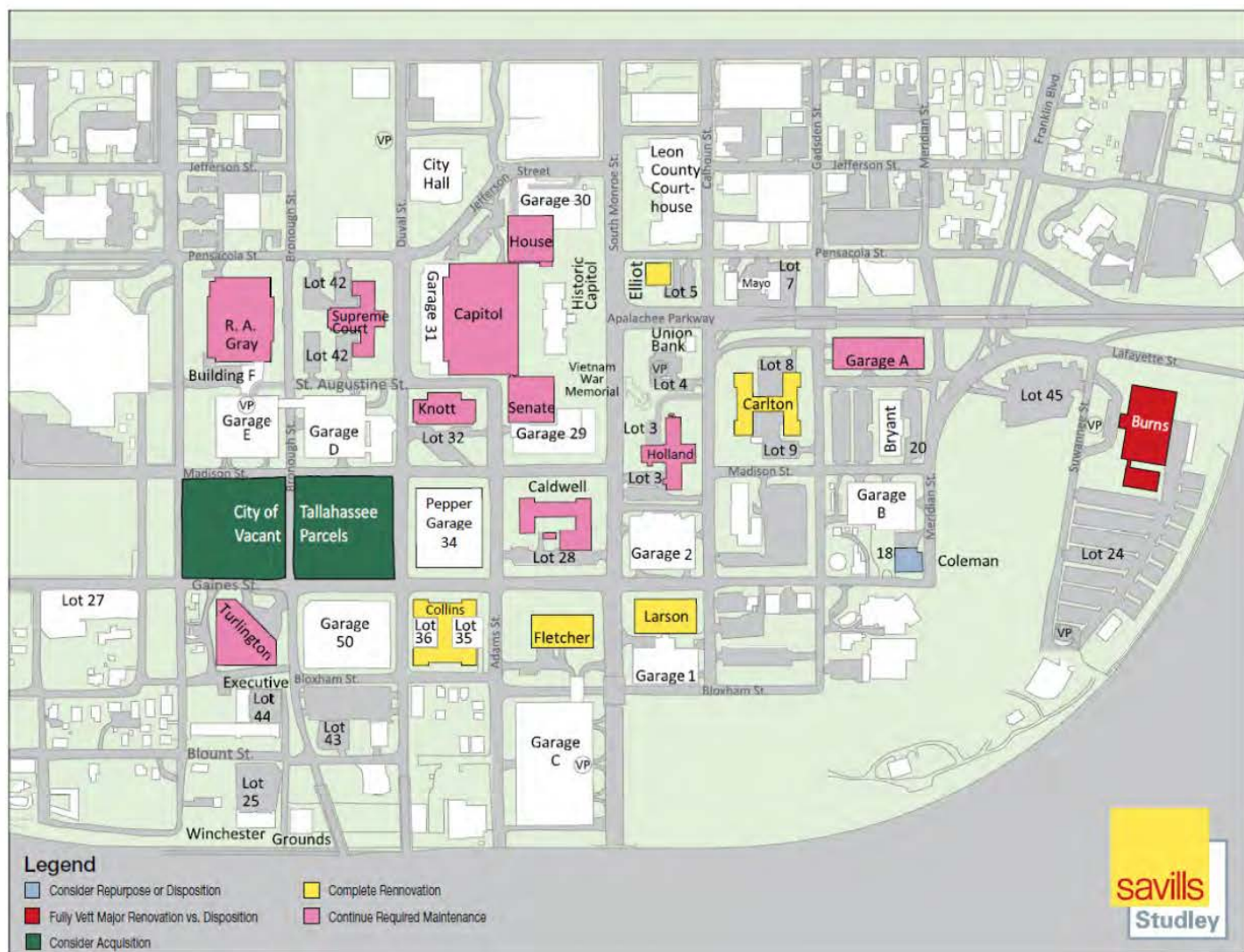
The R.A. Gray, Turlington, Caldwell and Burns buildings are the next facilities that should be studied to either dispose of the facilities or renovate to extend the useful life, consistent with what produces the most flexibility and value for the State at that time.





Scenario B – Undertake Renovations on Fletcher and Collins facilities, and possibly Larson and Collins

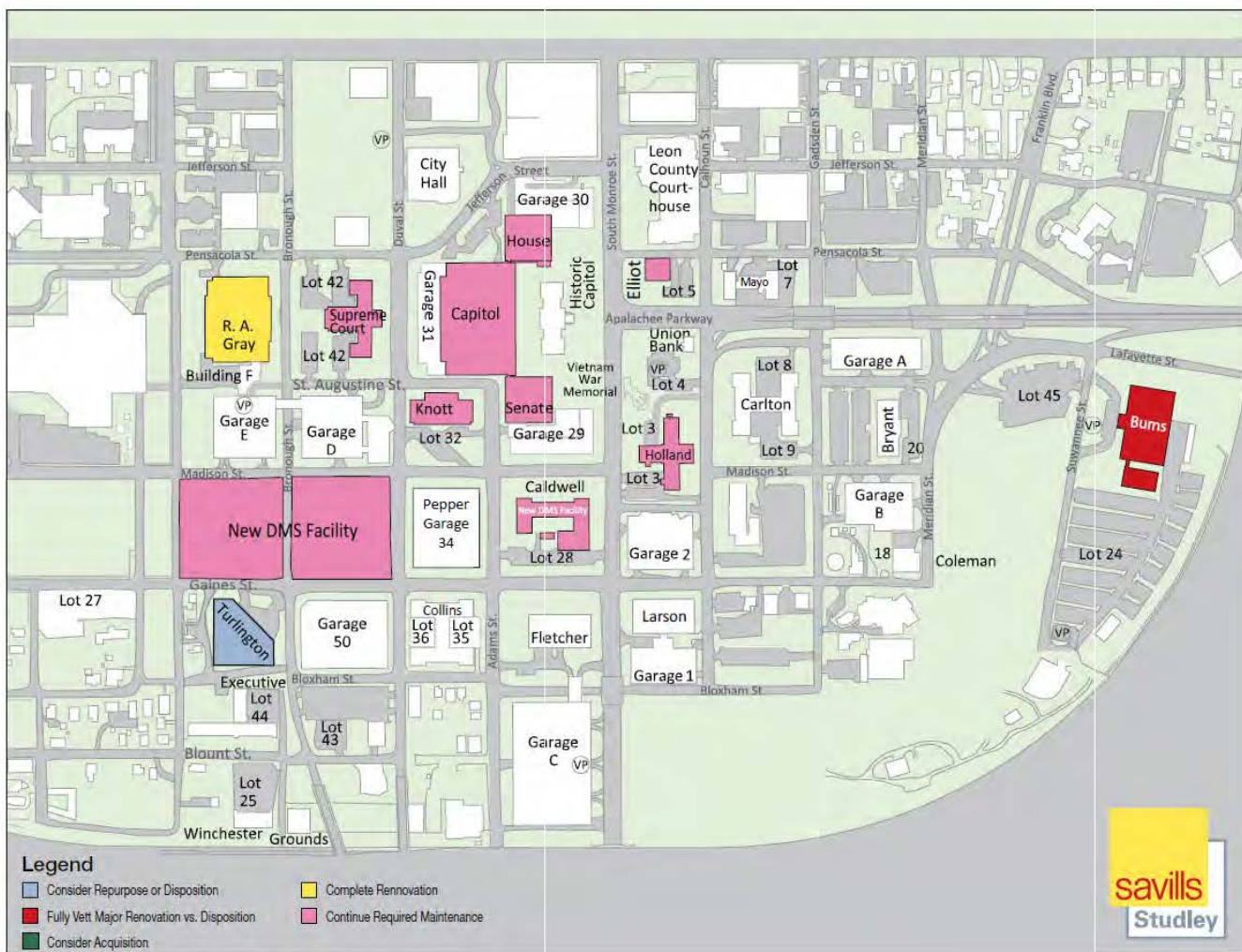
Scenario A depicts the state having largely consolidated its downtown portfolio around the Capitol, capturing the value of its Carlton, Larson, Fletcher and Collins buildings derived from their proximity to the private-sector development happening around Cascades Park. Depending on the economic environment and development interest at the time, this new private-sector corridor could contribute significantly to the economic diversity and vibrancy of downtown Tallahassee. Because it is not possible to credibly predict whether economic conditions would allow the State to capture sufficient value to make this scenario plausible, Scenario B reflects the State retaining the Carlton, Larson, Fletcher and Collins buildings and undertaking the significant renovations that will be necessary at that time.





Phase 3 Implementation Plan – Fiscal Years 2033-2047

If Phase 2 Scenario A has been successfully implemented the State's portfolio downtown will be modern and compact. If the demand for space increases, the State should be prepared to explore new development in the Commonwealth area on the northwest side of Tallahassee. Also by this time, the State should explore undertaking a full renovation in the Gray building and Turlington building and should be evaluating the long-term occupancy of the Burns building. This evaluation should consider whether it should be disposed of and FDOT occupancy consolidated to other sites, or whether it should be renovated and retained. Additionally, the remaining facilities at the CCOC that were not involved in Phase 1 of the implementation plan should be densified to the 180 RSF/FTE target to accommodate to future growth.





Repositioning Plan Legislative Considerations

In order to achieve the maximum results of the Leon County Repositioning Plan, listed below are opportunities the State should pursue to: improve competition in private leases, redirect the sale of facilities back into a Leon County Master Plan, improve the management of tenant improvement allowances and increase funding for critical capital expenditures.

Recommendation 1 - Board of Trustees Disposition Process Change for Specific Properties

The current disposition process for State-owned facilities owned by the Board of Trustees (BOT) requires that universities, local governments, school boards and other state agencies have first right of offer when a facility starts the disposition process. If a government entity requests ownership of the potential disposition facility, the facility will be transferred to the other government entity at no charge and without the opportunity to test the private market interest in the facility. While this process benefits other government agencies, it provides a disincentive to agencies that would like to sell the facility and use the proceeds to reinvest in their owned assets.

Given that Leon County is home to state agency headquarters, thus serving a unique and critical function, it is recommended that the DEP disposition process that allows the proceeds from the sale of specific facilities owned by the BOT in Leon County to be reinvested into a legislatively approved master plan for Leon County. As part of this recommendation, continue to allow universities, local government and any other agencies their ability to retain their existing first right of offer, but require them to pay Fair Market Value if interested in the facility. If government entities are required to pay Fair Market Value for a facility, they would be less likely to take ownership of facilities unless it is a critical need. This would allow facilities that would normally be transferred to another state agency to be exposed to the private real estate market, potentially generating a new revenue stream to fund State facilities in Leon County. The potential new revenue source would encourage agencies to dispose of facilities that are not mission critical, and reinvest in facilities that fit their long-term needs.

Recommendation 2 - Tenant Improvement Funding

Agencies typically invest from \$10 per square foot to as much as \$60 per square foot on typical interior improvements made to buildings they occupy for office space, whether it is leased or owned. However, State agencies and DMS are not permitted to make renovations to private leased space. As a result, landlords are required to provide the up-front capital for the required renovations and the State pays the cost of the renovations (including the landlord's cost of money, risk allocation and profit) as part of the rental rates in the lease. In most instances, this premium is greater than 10% of the total project cost. Although this arrangement can be beneficial, especially in smaller markets, the State's position as the largest user of space in Leon County presents an opportunity for greater transparency and savings. Many potential landlords do not bid for space due to the significant up front capital investment combined with the State's ability to cancel its leases prior to expiration. Should state agencies be permitted to seek such funds to renovate its leased spaces, it would also allow for the needed renovations to improve the efficiency of the space they lease and reduced its lease costs.

The Legislature should consider granting authority to permit DMS to coordinate with state agencies to make legislative budget requests for tenant improvements to private leased facilities greater than 50,000 square feet in Leon County for the next three fiscal years. In addition to cost savings, the state would expect to achieve additional competition in the marketplace, as landlords would be more willing to offer proposals.



Recommendation 3 - Request authority for DMS to waive the right to move to state-owned space for the first seven years of any new leases in Leon County greater than 50,000 SF

Due to the aging infrastructure of state-owned facilities in Leon County, existing state-owned space might not be available or feasible for all state agency needs. One strategy for accommodating the agencies real property needs is developing long-term leases with private landlords. Highly capitalized landlords have the ability to renovate their space to the unique specifications of an agency (when unique space is critical to the function of the agency). In order for private landlords to pursue these arrangements, they need assurances that the state tenant will be in the facility for a number of years to recoup their unamortized tenant improvement allowances.

Currently, the state has a six-month cancellation clause that allows a state agency the ability to cancel a lease with only six-month notice to the landlord if state-owned space becomes available. While this clause is beneficial to the State, it limits the pool of landlords that are interested in pursuing a state agency lease. In cases where a landlord spends significant funds renovating a facility for a state tenant, they could realize considerable financial loss if the state tenant leaves before the term of the lease.

To balance the need for the State to maximize its owned assets with the needs of the private landlord community, Savills Studley recommends the statute be amended to allow DMS authority to waive the right to move to State-owned space. Unlike prior statutory language on this subject, this authority should be much more focused and limited to Leon County leases over 50,000 SF and the exemption would only be for up to a 7-year guarantee period of any longer lease, after which for the remainder of the lease term, the state-owned cancellation clause becomes effective. The proposed change will accommodate large leases where significant funds will be invested upfront by the landlord, while still retaining the right to move smaller leases to State-owned space when new space is available. The major benefit of this recommendation is it will improve competition when the State is procuring space. There is a limited pool of landlords that will pursue large leases with the State that require major upfront investments given the current 6-month cancellation clause. If the landlord community understood the lease term is guaranteed for 7 years, more landlords will bid on future procurements. The added competition may drive down rates and potentially provide better options and locations to state tenants.

Recommendation 4 - Segregate capital projects into three distinct funding sources

DMS is currently allowed \$1.38 of the total \$17.18 per square foot it collects in rent in DMS-managed facilities for capital improvements. These funds are used to pay for normal capital improvement projects such as HVAC and roof repairs, as well as ADA deficiencies. The existing funding model has not been sufficient to keep up with the growing backlog of facility deficiencies, which was \$345 million statewide as of June 30, 2016 (as reported by DMS). Of that total, approximately \$75 million is needed for ADA compliance in the Select facilities in Leon County alone.

Additionally, DMS does not have the upfront capital as part of its Fixed Capital Outlay (FCO) budget to provide for major renovations of its existing facilities. Typically, when DMS leases space to state agencies, it can only provide for new paint and carpet for the new tenant and cannot provide for a buildout of the facility to meet the state tenant's needs in some circumstances. In most situations, the new state tenant has to identify its own funds to renovate the space in addition to the \$17.18 per RSF annual recurring rent payment. This places DMS facilities at a disadvantage to private lease facilities in some circumstances, because the lessee agency does not have the funds available to pay for a major renovation as well as the recurring rent payments. This also illustrates the complications brought about by the lack of a State centralized capital planning process in which improvements can be prioritized across agencies with an eye toward maximizing value to the State as a whole.

Additionally, because DMS does not have the upfront funds to modernize and renovate their facilities in anticipation of a new lease, the older facility design is typically carried forward from lease-to-lease. The older design extends the



inefficiency of occupancy space use, which for DMS facilities in downtown Tallahassee is 359³⁵ RSF/FTE, which is significantly higher than their private lease target of 180 RSF/FTE.

Because DMS manages some of the oldest and largest State-owned facilities in Leon County, considerable new funding is needed to optimize its existing portfolio, reduce its backlog of facility deficiencies, and right-size its long-term assets by densifying its properties to accommodate more FTE's.

To properly maintain the State's real property assets and plan for future modernization, the State should provide two new funding sources for capital improvement projects in DMS facilities, in addition to the existing capital depreciation budget.

- **ADA Funding Source**– Due to the \$150 million statewide backlog of DMS ADA deficiencies, which includes \$75 million in deficiencies in the Select facilities in Leon County, DMS cannot properly support its current infrastructure and modernize its assets, while prioritizing ADA compliance. The current capital depreciation budget is not large enough to support all three issues. DMS should request from the Legislature, a recurring line item ADA funding source, in addition to the current capital depreciation budget. The funding should be ongoing until the ADA backlog is diminished.
- **Major Renovation Funding Source** – In addition to the new ADA funding source, a new funding source should be developed to fund major renovations of DMS facilities that primarily focus on the modernization and densification of long-term facility assets. This would include all the CCOC facilities (excluding the new DOR facilities) and certain key facilities downtown that DMS considers long-term holds. The funding for major renovations would dramatically reduce the long-term need for private office space in Leon County. The funding would also allow existing facilities to accommodate potential growth of state employees in future years and potentially offset or delay the construction of new state-owned facilities.

By identifying new funding for ADA and major renovations, the existing capital depreciation funds would be used solely for the purpose of deferred maintenance, and would mitigate the risks of costly emergency repairs. Additionally, by focusing the capital depreciation funds on core building components only, DMS will be able to extend the useful life of its facilities.

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³⁵ To remove outliers and special use space that would artificially increase the RSF/FTE ratio, only the Fletcher, Larson, Collins, Turlington, Elliot, Carlton and Holland building were used

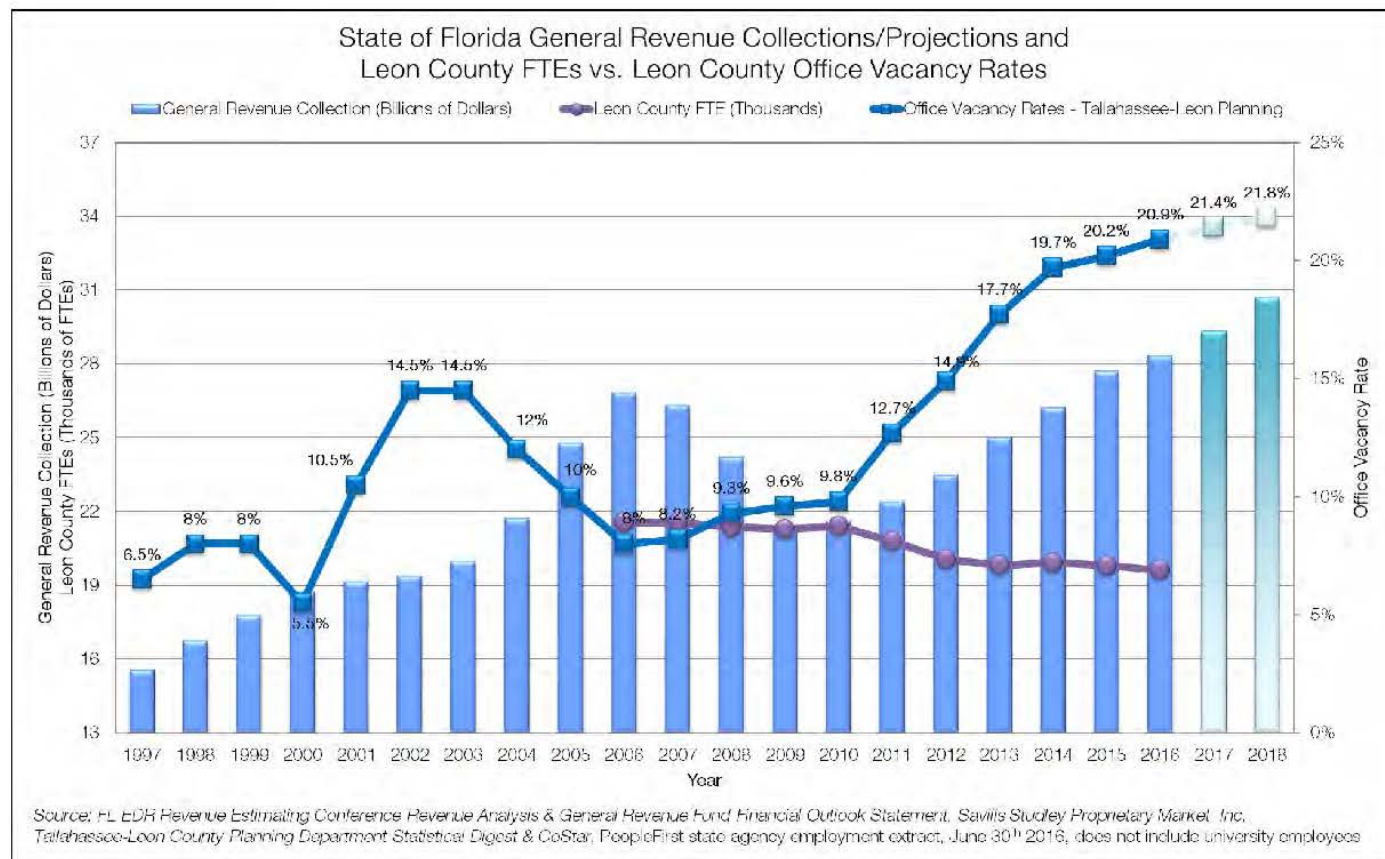


Appendix A: Leon County Market Analysis & Private Lease Portfolio Assessment

Leon County Market Analysis

The Tallahassee Office Market has more than eight million square feet of office space consisting primarily of Class B and C properties tracked in five submarkets. The State leases more than 2.1 million square feet³⁶ of private-sector space in Tallahassee and is the market's largest tenant, making the State a primary driver of market conditions. The Tallahassee unemployment rate in June 2016 was 5.1 percent (not seasonally adjusted), which reflects a decrease over the past year and is slightly higher than the state-wide unemployment rate of 4.8 percent (not seasonally adjusted). The demand for employment has a direct correlation to the demand of office and other types of real estate.

To further illustrate how the State influences overall real estate market dynamics in Tallahassee, the following chart shows the correlation between the State of Florida general revenue collections and office vacancy, shown in purple.



³⁶ Solaris extract, June 30th 2016



As noted in the chart on the previous page, there has historically been a correlation between the State's general revenue collection and associated impacts to the Leon County office real estate market. From 2003 to 2006, as the State's general revenue collection increased, so did the demand for office space, which significantly reduced the vacancy rate in Leon County. Currently, and unlike during previous economic cycles, even though the State's general revenue collection has increased, the demand for office space has not which has actually caused increases in the overall vacancy rate in Leon County. This new dynamic is consistent with the State's approach to continue its efforts to be more efficient with its existing leased space portfolio in Leon County. The overall office vacancy rate for Tallahassee has increased over the past year and, at the end of the second quarter of 2016, stands at 20.9 percent, which is up from 20.2 percent last year. The following chart further breaks down the vacancy rates by each of the submarkets.

Tallahassee Vacancy Rate Analysis		
Submarket	Vacancy Rate	Trend
Northeast	21.9%	↑
Southeast	18.2%	↓
Northwest	24.9%	↔
Southwest	18.1%	↑
Downtown	17.1%	↑

Until recently, the largest demand for office space was in downtown Tallahassee, but due to the large amount of space available at Northwood Centre, the Northeast submarket has experienced the greatest increase. The recent exodus of state agencies from Northwood Centre to 2601 Blair Stone was a shake-up in the Tallahassee market. Multiple state agencies, with the Department of Business and Professional Regulation (DBPR) as the largest occupier of space at the Northwood Centre, were directed to find new locations to continue their operations. DBPR relocated approximately 900 full-time employees to facilities located at 2601 Blair Stone Road and 1211 Governors Square Boulevard. As of October 2016, DBPR is conducting a competitive procurement for a long-term private lease to accommodate this need.

Quoted full-service asking rents have continued to modestly decrease over the past year. The overall average asking rental rate per square foot for full-service office space as of the second quarter 2016 is \$17.90 compared to \$17.95 last year. Rental rates are expected to remain relatively steady, but as the State's portfolio becomes more stable and as existing companies expand as a result of more favorable economic conditions, increases are expected. Property owners with the ability to provide up-front capital for tenant improvements will continue to set themselves apart from property owners who are unable to offer such incentives.

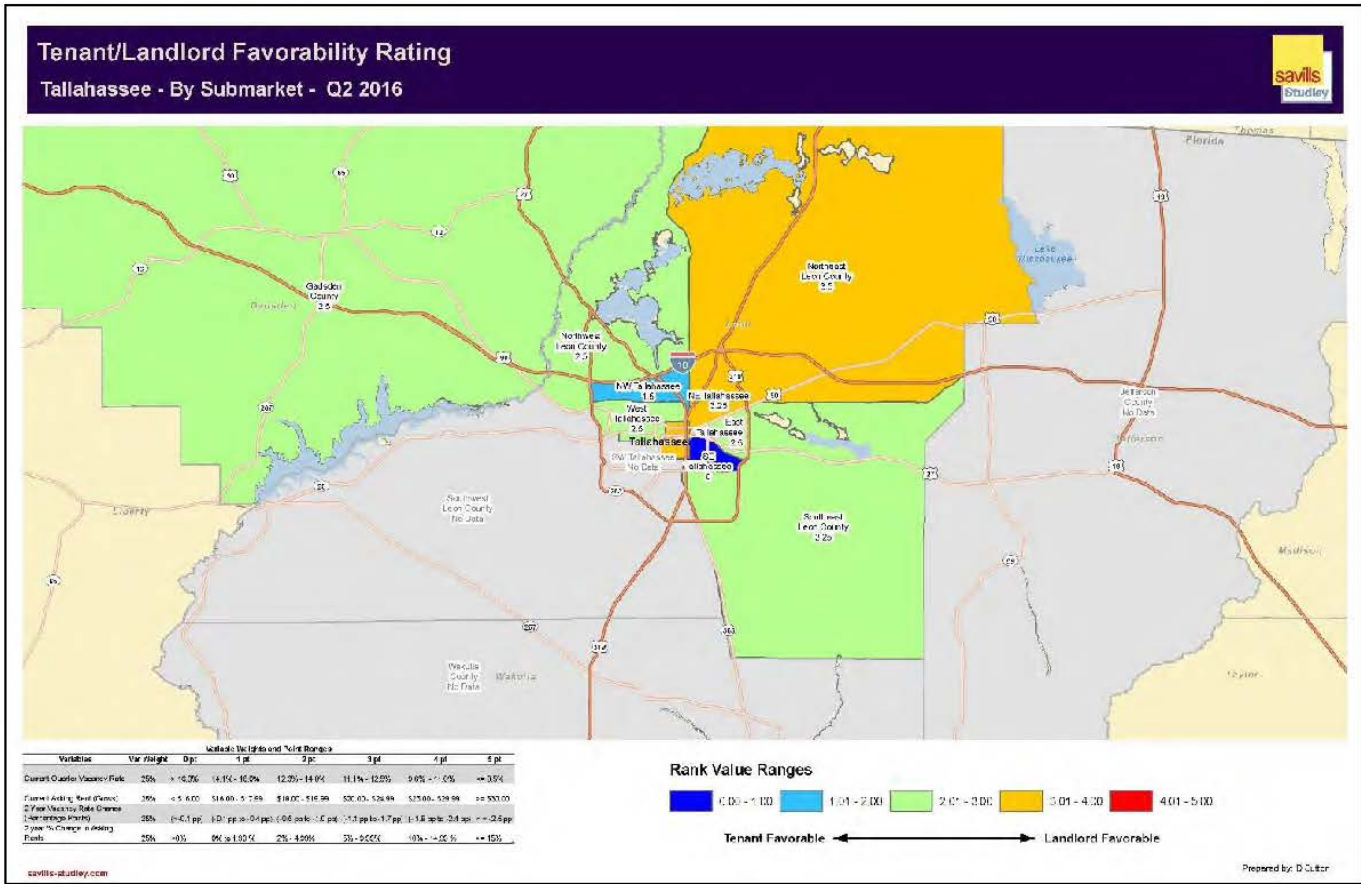


Tallahassee Quoted Rent Analysis		
Submarket	Rental Rate	Trend
Northeast	\$19.22/SF	↓
Southeast	\$16.50/SF	↔
Northwest	\$16.60/SF	↓
Southwest	\$15.60/SF	↓
Downtown	\$21.60/SF	↔

DMS is currently authorized to charge a uniform rental rate of \$17.18/SF for space in the DMS managed facilities pool. The same rate is paid by agencies regardless of whether an agency occupies an old, inefficient, and functionally obsolete building or a new Leadership in Energy and Environmental Design (LEED) certified, efficient building. The same rate is also applied whether the building is located in an expensive submarket with typical rates much higher than \$17.18/SF or submarket with lower rental rates. Furthermore, when agencies are moving into, expanding, or downsizing in DMS pool space they must typically fund their own improvements, which adds to their occupancy costs, especially in Year One.

Three Leon County submarkets have average rates quoted below the uniform rental rate, and those rates do not include the benefit of typical concessions, which are currently available to credit tenants. Typical concessions include a tenant improvement allowance of approximately \$1.00/SF per year of lease term for previously occupied space and higher improvement allowances for newly constructed space. The following chart illustrates Savills Studley's research of rent and vacancy trends in the Tallahassee area and how these trends impact the favorability of these submarkets for tenants.

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Private Office Lease Review

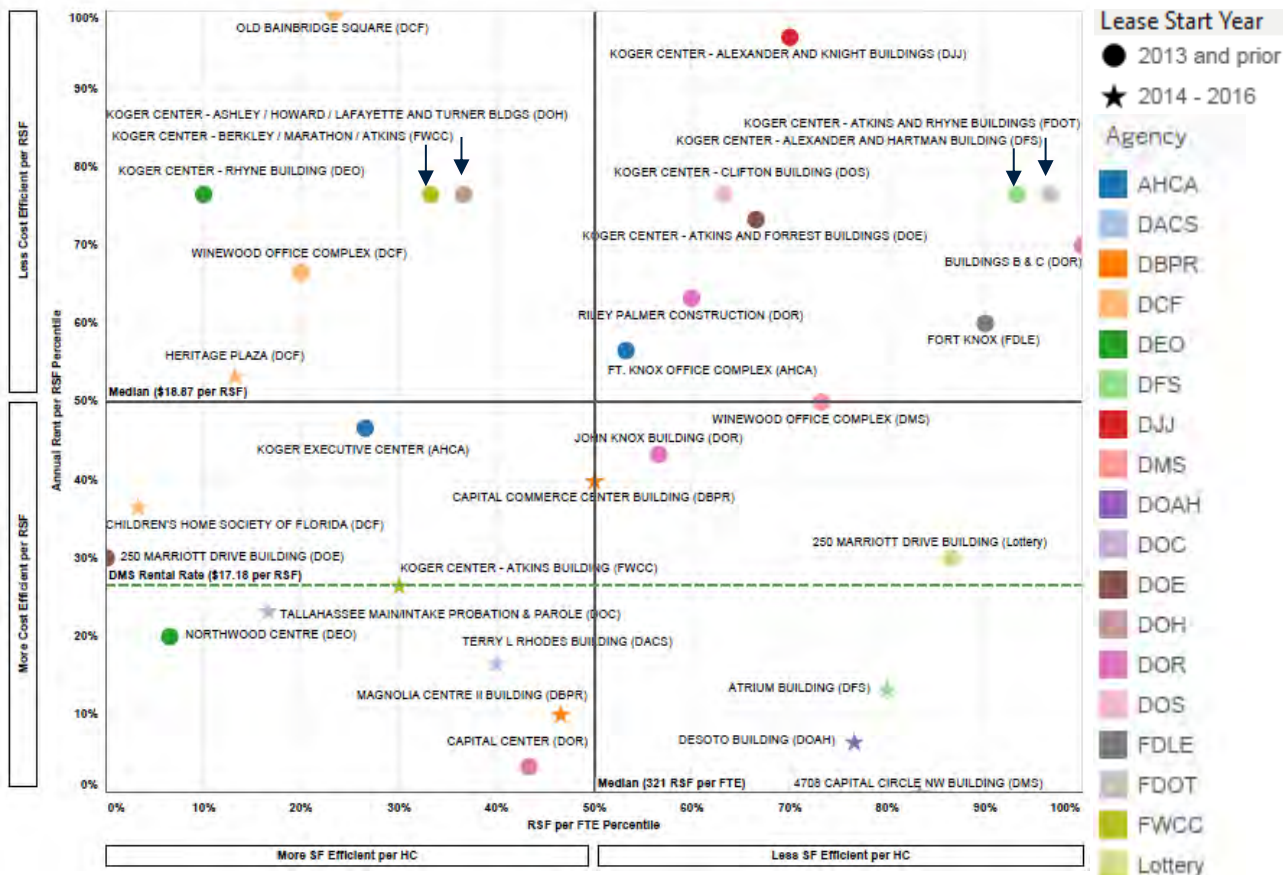
The State of Florida Department of Management Services and State agencies have been successful in reducing the size of the private sector leased portfolio in Leon County. Over the last five years, the State's private leased office portfolio square footage has decreased by 12.2%. Even with this success, there are additional opportunities where the State can further reduce its leased space in Leon County. An analysis was conducted to review all private leases in Leon County to identify opportunities to reduce occupancy costs, reduce the number of private leases, co-locate agencies, and ensure that the utilization of State-owned space be fully explored before the procurement – including the potential bundling of procurements – of any additional privately leased space.

Savills Studley performed a detailed analysis of every private office lease in Leon County, reviewing the lease for several key variables, including: the comparison of current rental rate to market rates, space efficiency as measured by RSF/FTE, similar leases with other like agencies or functions (e.g. back office space) and lease expiration dates for possible future bundling of leases.

The following scatter plot shows how each lease is performing based on two key metrics: rent per square foot and space efficiency measured by calculating square feet per FTE. The leases are separated into four quadrants, with the leases in the bottom left corner being the most efficient from a space and cost perspective, and leases in the top right corner being the least efficient. Additionally, the 180 SF/FTE guideline that DMS uses for lease procurements is shown for reference.



It is important to note that most of the leases shown were procured several years ago with different market dynamics. Some of the leases are over 10 years old (of particular note, the Leon County Large Leases) and will be expiring in 2019. To help visualize newer leases, leases procured in the last three years are identified with "stars" in the scatterplot chart below. All data provided below is of June 30, 2016.





The following table outlines the private leases in Leon County along with recommended next actions. Although all of the locations are currently listed as “office,” several offer non-traditional office uses. For example, the Department of Lottery leased location includes a large secured warehouse and storage facility, subleased space to the Department of Education, and also houses vendors. The Department of Lottery was recognized for its efforts to work with DOE and create a more efficient use of its leased space. Additionally, other locations that are smaller, customer service-type locations, requiring larger lobbies and other special use spaces, adversely impact the overall efficiency of the space.

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The table below provides a list of each office lease in Leon County, sorted by lease end date from soonest to furthest out. A high-level recommendation and/or comment for each lease³⁷ is provided in the table. The leases were grouped in order of efficiency, from most efficient to least efficient.

Lease ID	Facility Name	Facility Address	Lessee Agency	Lease Start Date	Lease End Date	Rented SF	Annual Rent / Rented SF	FTE	Rented SF / FTE	Recommendations/Observations
More Cost Efficient per RSF and More SF Efficient per FTE										
4000070/4000068	NORTHWOOD CENTRE	1940 N MONROE ST	DEO	8/1/2010	8/31/2016	48,475	\$16.97	232	209	Reprocure and co-locate lease with ITN 400:0070/400:0068
7900105	CAPITAL COMMERCE CENTER BUILDING	2601 BLAIRSTONE ROAD	DBPR	4/1/2016	2/28/2017	208,136	\$18.00	649	321	Emergency lease; awarded ITN 11/21/2016 which includes co-locating with 7900106
7900106	MAGNOLIA CENTRE II BUILDING	1211 GOVERNORS SQUARE BLVD	DBPR	4/1/2016	2/28/2017	20,754	\$16.00	65	319	Emergency lease; awarded ITN on 11/21/2016 which includes co-locating with 7900105; this location will close upon completion of the renovations at the newly procured lease located at 2601 Blair Stone Road
7300262	CAPITAL CENTER	5050 W TENNESSEE ST BUILDING L	DOR	2/15/2003	2/28/2018	34,809	\$14.78	113	308	Space includes large statewide DOR mail center; lease was recently renegotiated thru 2/28/2023; no immediate action
6800069	KOGER EXECUTIVE CENTER	2562 EXECUTIVE CENTER CIRCLE E	AHCA	7/1/2009	6/30/2018	14,041	\$18.85	53	265	Lease tied to vendor contract; no immediate action unless changes are required as result of vendor contract
4800830	250 MARRIOTT DRIVE BUILDING	250 MARRIOTT DRIVE	DOE	11/1/2011	7/14/2018	14,854	\$17.42	85	175	Continue to co-locate with Lottery lease 360:0006

³⁷ Solaris extract, June 30th 2016, PeopleFirst state agency employment extract, August 29 2016, does not include university employees, non-PeopleFirst agencies (Judicial branch and the Legislature), or leases 640:0340/640:0119/430:0177



Lease ID	Facility Name	Facility Address	Lessee Agency	Lease Start Date	Lease End Date	Rented SF	Annual Rent / Rented SF	FTE	Rented SF / FTE	Recommendations/Observations
5903093	CHILDREN'S HOME SOCIETY OF FLORIDA	1801 MICCOSUKEE COMMONS DR.	DCF	9/1/2014	8/31/2019	1,303	\$17.51	7	186	Customer service center; renegotiate or reprocur lease closer to expiration
7700219	KOGER CENTER - ATKINS BUILDING	2740 CENTERVIEW DRIVE	FWCC	11/15/2014	10/31/2019	5,100	\$17.18	19	268	Relocate to new Conner building upon lease expiration; Should the Repositioning Plan not be implemented, reprocur and reduce leased space
7001122	TALLAHASSEE MAIN/INTAKE PROBATION & PAROLE	1815 SOUTH GADSDEN ST	DOC	7/1/2015	6/30/2020	5,633	\$17.00	23	245	Customer service center; renegotiate or reprocur closer to lease expiration
4200478	TERRY L RHODES BUILDING	2005 APALACHEE PARKWAY	DACS	10/15/2015	10/14/2020	49,164	\$16.60	161	305	Relocate to the New Conner Building upon lease expiration; Should the Repositioning Plan not be implemented, reprocur and reduce leased space
More Cost Efficient per RSF and Less SF Efficient per FTE										
7300342	JOHN KNOX BUILDING	267 JOHN KNOX ROAD	DOR	10/1/2010	9/30/2017	4,998	\$18.45	15	333	Customer service center; new lease location has been procured
3600006	250 MARRIOTT DRIVE BUILDING	250 MARRIOTT DRIVE	Lottery	7/15/1998	7/14/2018	157,653	\$17.42	274	575	Space includes large secured warehouse/storage space, multiple public interfacing spaces and regional district office; Continue to make space available for DOE and vendors
4300173	ATRIUM BUILDING	325 JOHN KNOX ROAD	DFS	1/1/2014	12/31/2018	19,285	\$16.50	43	448	Attempt to reduce space and renegotiate or reprocur lease
720M140	WINEWOOD OFFICE COMPLEX	1317 WINEWOOD BLVD BLDGS 5 & 6	DMS	11/1/2004	12/31/2019	43,835	\$18.87	104	421	Reduce space and reprocur lease should available space at DOR CCOC not meet needs



Lease ID	Facility Name	Facility Address	Lessee Agency	Lease Start Date	Lease End Date	Rented SF	Annual Rent / Rented SF	FTE	Rented SF / FTE	Recommendations/Observations
7200167	4708 CAPITAL CIRCLE NW BUILDING	4708 CAPITAL CIRCLE NW STE 300	DMS	7/1/2014	6/30/2024	11,560	\$14.25	23	503	No immediate action; space includes public interfacing spaces including hearing rooms
7200171	DESOTO BUILDING	1230 APALACHEE PARKWAY	DOAH	1/1/2016	12/31/2024	34,722	\$15.00	82	423	No immediate action; space includes court and hearing rooms; renegotiate or reprocur lease closer to expiration
Less Cost Efficient per RSF and More SF Efficient per FTE										
5902952	OLD BAINBRIDGE SQUARE	1000 W. THARPE ST	DCF	10/14/2007	12/31/2016	10,231	\$24.28	40	256	Recently completed procurement, relocating to Woodcrest
640M138	KOGER CENTER - ASHLEY / HOWARD / LAFAYETTE AND TURNER BLDGS	1321 EXECUTIVE CENTER DR	DOH	11/1/2004	10/31/2019	126,313	\$23.23	430	294	Renegotiate or reprocur lease; DOH anticipating additional growth in FTE; space is leased by Division of Disability Determinations which is a federally supported program
770M138	KOGER CENTER - BERKLEY / MARATHON / ATKINS	2590 EXECUTIVE CENTER CIRCLE E	FWCC	11/1/2004	10/31/2019	53,821	\$23.23	200	269	Relocate to new Conner building upon lease expiration; Should the Repositioning Plan not be implemented, reprocur and reduce leased space
400M138	KOGER CENTER - RHYNE BUILDING	2740 CENTERVIEW DRIVE	DEO	11/1/2004	10/31/2019	9,847	\$23.23	42	234	Renegotiate or reprocur lease
590M140	WINEWOOD OFFICE COMPLEX	1317 WINEWOOD BLVD BLDGS 5 & 6	DCF	1/1/2005	12/31/2019	287,155	\$21.02	1133	253	Several leases have recently backfilled this lease, including a as a result of Northwood building issues; renegotiate or reprocur lease or relocate to State-owned space as outlined in this study
5903104	HERITAGE PLAZA	2810 SHARER ROAD UNIT 24	DCF	4/1/2015	6/30/2020	1,703	\$18.95	7	243	Customer service center; renegotiate or reprocur;



Lease ID	Facility Name	Facility Address	Lessee Agency	Lease Start Date	Lease End Date	Rented SF	Annual Rent / Rented SF	FTE	Rented SF / FTE	Recommendations/Observations
										insufficient space available at Winewood for consolidation
Less Cost Efficient per RSF and Less SF Efficient per FTE										
7300359	RILEY PALMER CONSTRUCTION	1208 HAYS ST	DOR	10/1/2011	9/30/2016	3,095	\$20.76	9	344	Customer service center; new lease location has been procured
7100227	FORT KNOX	2729 FT KNOX BLVD BLDG 2, STS	FDLE	5/1/2007	4/30/2017	23,993	\$19.33	41	585	Space includes lab functions; Continue efforts to renegotiate lease
430M138	KOGER CENTER - ALEXANDER AND HARTMAN BUILDING	2020/2012 CAPITAL CIRCLE SE	DFS	11/1/2004	10/31/2019	133,414	\$23.23	216	618	Renegotiate or reprocure lease; reduce leased space
800M138	KOGER CENTER - ALEXANDER AND KNIGHT BUILDINGS	2020 CAPITAL CIRCLE SE	DJJ	11/1/2004	10/31/2019	115,662	\$23.23	305	379	Renegotiate or reprocure lease; reduce leased space
480M138	KOGER CENTER - ATKINS AND FORREST BUILDINGS	1320 EXECUTIVE CENTER DR	DOE	11/1/2004	10/31/2019	14,345	\$23.23	38	378	Renegotiate or reprocure lease; reduce leased space
550M138	KOGER CENTER - ATKINS AND RHYNE BUILDINGS	1320 EXECUTIVE CENTER DR	FDOT	11/1/2004	10/31/2019	81,243	\$23.23	127	640	Renegotiate or reprocure lease; reduce leased space
450M138	KOGER CENTER - CLIFTON BUILDING	2661 EXECUTIVE CENTER CIRCLE W	DOS	11/1/2004	10/31/2019	36,502	\$23.23	104	351	Renegotiate or reprocure lease; reduce leased space
680M141	FT. KNOX OFFICE COMPLEX	2729 FT. KNOX BLVD	AHCA	1/1/2005	2/29/2020	244,163	\$19.04	742	329	Relocate to CCOC upon lease expiration; Should the Repositioning Plan not be implemented, reprocure and reduce leased space
7300341	BUILDINGS B & C	5040 W THARPE ST UNITS: 201-21	DOR	3/1/2011	4/30/2021	26,744	\$22.79	35	764	Lease includes high tech print shop, data center and conditioned



Lease ID	Facility Name	Facility Address	Lessee Agency	Lease Start Date	Lease End Date	Rented SF	Annual Rent / Rented SF	FTE	Rented SF / FTE	Recommendations/Observations
										warehouse space; no immediate action
Not Available FTE										
4300177	HERMITAGE BUILDING	1801 HERMITAGE BLVD SUITES: 30	DFS	5/1/2016	4/30/2019	43,155	\$19.46	NAV	NAV	Building owned by state pension fund; SOLARIS should be updated to reflect actual HC (currently only showing 3)



Private Non-Office Lease Review

The table below provides a list of each non-office lease in Leon County, sorted by Agency. Provided in the table is a high-level recommendation and/or comment for each lease³⁸.

Lease Id	Facility Name	Facility Address	Lessee Agency	Lease Start Date	Lease End Date	Square Footage	Rate Per Sq Ft	FTE	Recommendation
6800073	BUILDING 4	2747 FORT KNOX BLVD	AHCA	11/1/2012	10/31/2019	2,000	\$6.53		Do not renew lease, co-locate with 680M141 closer to expiration
4200338	HANGARS F12-F14, T-HANGER G-9	3220 CAPITAL CIRCLE SW HANGARS	DACS	5/15/2002	4/14/2049	3,024	\$2.26	13	Hanger space, must be located at airport
4200384	FT. KNOX STORAGE	2800 CAPITAL CIRCLE NE UNIT D0	DACS	3/1/2005	1/31/2049	290	\$7.66		Due to length of remaining lease term, continue occupancy
4200467	UNITS #7 AND #8	1471 CAPITAL CIRCLE NW	DACS	12/1/2012	11/30/2017	4,000	\$5.25		Due to extended lease term of other DACS non-office location, co-locate if less space is required
7900043	TALLAHASSEE INDUSTRIAL PARK	3082 W THARPE ST UNIT: D & E	DBPR	11/1/1993	10/31/2049	2,985	\$4.00		Due to length of remaining lease term, continue occupancy
7900107	367 MARPAN LANE BUILDING	367 MARPAN LANE	DBPR	5/9/2016	4/8/2017	1,999	\$10.20		Emergency lease as a result of Northwood lease, co-locate with new ITN 790:0108 selected space
5903126	FREGLY CAPITAL BUSINESS CENTER BUILDING	237 EAST PALMER AVENUE, UNIT B	DCF	4/11/2016	3/10/2017	4,500	\$6.00		Due to emergency vacating of Northwood, no backfill options available are at existing DCF locations
4000034	C & M INDUSTRIAL CENTER	336-1 & 372 MARPAN LANE	DEO	10/1/2000	6/30/2016	9,998	\$4.88		Lease recently extended for two years at same rental rate; reprocurer closer to expiration
4300183	HUNTLEY PARK LLC BUILDING	5040 W THARPE ST	DFS	5/1/2016	4/30/2021	4,999	\$10.00		Due to length of remaining lease term, continue occupancy; if space is still needed

³⁸ Solaris extract, June 30th 2016, PeopleFirst state agency employment extract, August 29 2016, does not include university employees, non-PeopleFirst agencies (Judicial branch and the Legislature), or leases 640:0340/640:0119/430:0177



Lease Id	Facility Name	Facility Address	Lessee Agency	Lease Start Date	Lease End Date	Square Footage	Rate Per Sq Ft	FTE	Recommendation
									closer to expiration, consider co-locating with 430:0097
4300097	WAREHOUSE BUILDING	1843 SOUTH MONROE ST 1843 A/B	DFS	7/1/1993	6/30/2020	2,955	\$5.30		Due to length of remaining lease term, continue occupancy; if space is still needed closer to expiration, consider co-locating with 430:0183
7600480	WEEMS ROAD PARTNERSHIP	3600 WEEMS ROAD SUITES: H & J	DHSMV	9/15/2006	9/14/2017	8,663	\$8.53		Insufficient unconditioned storage space appears to be available in other DHSMV to accommodate this sized space; should space still be needed, reprocur
8000295	COLLINS WAREHOUSES	1668 CAPITAL CIRCLE SE	DJJ	4/15/2005	4/14/2017	1,000	\$6.00		Lease recently extended for one year, due to small size of lease, consider backfilling in other DJJ facility upon expiration
4800600	C & M INDUSTRIAL CENTER	336-1 & 372 MARPAN LANE	DOE	2/12/2001	6/30/2020	10,000	\$6.33		Insufficient unconditioned storage space appears to be available at other DOE locations to accommodate this sized space; should space still be needed, reprocur
6400060	APALACHEE WAREHOUSE CENTER, FERRELL RENTALS	1512 CAPITAL CIRCLE SE BUILDIN	DOH	9/15/1997	9/14/2049	3,000	\$5.46		Due to length of remaining lease term, continue occupancy
6400119	HAMILTON PARK	104-2 HAMILTON PARK DRIVE 104-	DOH	7/1/2000	5/31/2018	32,300	\$12.41	17	Update SOLARIS to reflect portion of space that is non-office; includes large area for pharmacy processing; renegotiate lease or reprocur should negotiation efforts not result in the best leasing value
6400340	HAMILTON PARK	104-2 HAMILTON PARK DRIVE 104-	DOH	1/1/2009	6/30/2017	4,990	\$11.68	11	Update SOLARIS to reflect portion of space that is non-office; do not renew lease
4500107	THE STORAGE CENTER	3110 APALACHEE PARKWAY UNITS 3	DOS	5/10/2006	5/9/2017	350	\$11.13		Do not renew lease; due to small size of lease, backfill to existing DOS owned or leased location
4500099	WEST TENNESSEE WAREHOUSES	2624B W TENNESSEE ST UNIT 1	DOS	4/1/2002	3/31/2017	1,463	\$5.00		Due to smaller size of lease, backfill to existing DOS owned or leased location



Lease Id	Facility Name	Facility Address	Lessee Agency	Lease Start Date	Lease End Date	Square Footage	Rate Per Sq Ft	FTE	Recommendation
7100256	HANGARS F12-F14, T-HANGER G-9	3220 CAPITAL CIRCLE SW HANGARS	FDLE	5/1/2015	4/30/2049	5,008	\$4.52		Hanger space, must be located at airport
7700155	THE STORAGE CENTER	3110 APALACHEE PARKWAY UNITS 3	FWCC	1/1/2000	12/31/2049	1,400	\$7.10		Due to length of remaining lease term, continue occupancy
7700198	THE STORAGE CENTER	3110 APALACHEE PARKWAY UNITS 3	FWCC	2/1/2008	1/31/2049	200	\$10.80		Due to length of remaining lease term, continue occupancy
7700188	APPLEYARD WAREHOUSE	576 APPLEYARD DRIVE BUILDING 5	FWCC	4/1/2006	3/31/2019	3,000	\$4.25		Due to extended lease term of other FWCC non-office leases (770:0198/770:0155), co-locate if less space is required
7700199	HANGAR B NORTH	3256 CAPITAL CIRCLE SW	FWCC	7/1/2008	6/30/2018	7,607	\$8.53		Hanger space, must be located at airport



Leasing Process Recommendations

In addition to specific recommendations for the private office leases in Leon County, opportunities exist to improve the procurement and management of the State's private leasing portfolio. Upon reviewing several lease procurement processes for peer states across the country including Texas, Georgia, North Carolina, and California, Florida's process is one of the more comprehensive. Unlike Texas, Georgia and California, Florida has a slightly more decentralized leasing model where the state agencies DMS serves are able to make more decisions that are in the best interests of the State without DMS' approval. Therefore, DMS has the challenge of having a slightly decentralized model yet has a significant amount of responsibility in the leasing process.

Below is a list of recommendations to the current leasing process.

- Recommendation: DMS meets with state agency to assist with the development of requirements and specifications. Currently, DMS is not engaged with the agency on the development of agency specifications for lease actions. Although most of this responsibility should continue to be borne by the Tenant Broker and state agency, DMS should provide guidance to ensure more consistency across agencies for base space need specifications. Although not necessarily needed for all lease actions, consideration should be given to involve DMS on Invitations to Negotiate (ITN).
- Recommendation: Remove step to document the justification of utilizing the ITN. Currently, state agencies must document the rationale for utilizing an ITN procurement approach rather than using the Request for Proposal (RFP) approach. The extra step of justification should not be necessary, as the RFP approach has rarely been utilized over the last several years. Compared to the RFP process, the ITN approach better positions a state agency – with the assistance of their Tenant Broker – to negotiate the best leasing value for the State. The recommendation would not eliminate the possibility of utilizing a RFP, it would however remove the need to provide a justification for utilizing the ITN.
- Recommendation: Require pre-bid conferences for all ITNs. Given the complexities of the State's leasing requirements, pre-bid conferences can provide state agencies and its Tenant Brokers with the opportunity to better explain the requirements, which can result in increased competition. Adding this step could help mitigate the need to repost solicitations, which will ensure a more efficient procurement.
- Recommendation: DMS to seek consistency for tenant improvement funds budget. Currently, DMS requires that the selected landlord provide a budget for the anticipated out of pocket expenses associated with the interior construction or tenant improvements for the selected space. Along with its Tenant Brokers, DMS should work with the state agencies to develop a consistent reporting method. The reporting method should be included in the ITN document for completion during prior to the submission of the ITN response. The addition of a consistent document in the ITN will result in a more efficient review.
- Recommendation: Require an Energy Performance Analysis (EPA) for leases over 5,000 SF where the state agency is responsible for direct payment of utilities expenses. Currently, an EPA is required for most lease actions greater than 2,000 square feet. The EPA requirement is costly to the State as the landlords are required to typically engage an engineer for this analysis. Due to the State's lease structure for a full service lease, there is minimal benefit to the State to understand the impacts of energy costs to its leased space. However, if the State is required for directly pay for its own utility expenses, the EPA is beneficial and should continue to be a requirement.

As outlined above, the State already has a generally efficient and comprehensive process for the management and procurement of its leases. The recommended modifications above will not only improve the State's process, but will also assist with generating additional competition in the marketplace.



Appendix B: Select Facility Review

Savills Studley performed a detailed analysis of 29 state-owned facilities for the Study. The primary focus of this initiative was to determine the long-term viability of each facility. The secondary focus of this detailed review was to develop facility specific recommendations related to the reduction in operation costs, increase in space utilization, and identifying future FCO needs. For the purposes of this Study, the 29 facilities listed in this section are collectively referred to as the “Select” facilities. Savills Studley also provided a detailed review of 11 state-owned parking garages and lots, and the analysis of this review and can be found in the “Parking Condition Assessment” section of the Study (Appendix E).

After review of the data and discussions with DMS subject matter experts, Savills Studley provided tactical and strategic recommendations for each facility. Some of the recommendations are minor and relate to small utilization improvements. Other recommendations are major and discuss the possibility of dispositioning the asset.

Below is a summary of those recommendations for the 29 Select buildings, each of which has a detailed facility review later in the report. Due to the varying strategies that could be implemented for downtown Tallahassee (see the Repositioning Plan section of the Study, Page 37), the recommendations provided below are for current occupancy needs, and assumes the facility will be maintained long-term by the State. Some of these recommendations should not be pursued if the strategic recommendations in the Leon County Repositioning Plan section are implemented. See Appendix K for important information regarding these recommendations (and the related assessments and analysis which form the basis for these recommendations).

Facility	Recommendation
Bob Martinez Building	Reconfigure existing space to accommodate more FTE's
Bob Martinez Building – DEP Lab	Address immediate ADA issues; prioritize FCO projects that will reduce ongoing O&M costs
Bryant (FWCC) Building	Per the Leon County Repositioning Plan, dispose the facility and move current FTE's to the new CCOC facility. If the Repositioning Plan is not implemented, FWCC should perform a major renovation and modernization of the facility that addresses long-term deficiencies and also densifies the space to accommodate a majority of the FTE's that are housed in private leased space at the Koger Center
Caldwell (DEO) Building	Prioritize FCO projects that extend the useful life of the facility
Capitol Building	Continue to prioritize ADA deficiency projects and FCO projects that extend the useful life of the facility
Carlton Building	Per the Leon County Repositioning Plan, explore disposing or modernizing the facility and move current employees to the Gunter and CCOC 4070. If the facility is not disposed, implement a major renovation of the facility to increase density and add additional rentable space. The major renovation should address replacing



Facility	Recommendation
	key building components including the roof, HVAC and plumbing fixtures
Carr Building	DMS and DEP should work together to densify the existing space (currently 313 RSF per FTE), and open up the facility to other agencies to backfill the space
Gunter Building	Per the Leon County Repositioning Plan, the current PSC occupants will move to the new CCOC #2 facility. DOC occupants from the Carlton building will backfill this space. If the Repositioning Plan is not implemented, DMS and the PSC should reconfigure the space to backfill additional State FTE's to improve the space efficiency ratio from the current 444 RSF/FTE
Sadowski Building	Continue to focus on known ADA and deferred maintenance, including replacing elevator equipment and two air handling units.
Rudd (Emergency Operations Center) Building	DMS should continue to focus on deferred maintenance projects which include replacing the air handling unit, window screens and carpets
Collins Building	Per the Leon County Repositioning plan, this facility is a possible disposition candidate in the next 5-15 years. In the short term, focus on correcting numerous known building deficiencies
Burns (FDOT) Building	Continue to move FTE's from private leased space at the Koger center to the Burns building as space becomes available. Additionally focus on long-term building deficiencies that will extend the useful life of the facility
Douglas	There is considerable room for densification for this facility that should be explored. Additionally, because this facility is one of the few large state-owned buildings on the northwest side of Tallahassee, this facility could become a regional service center that supports multiple agency functions similar to what DMS provides in other Florida metros
Douglas Warehouse	DEP should invest the resources to extend the useful life of the facility. This facility has \$461,241 in facility deficiencies (unit replacement costs, not total project costs)
Elliot Building	Short-term, DMS should focus on backfilling the 2,600 SF of vacant space and address immediate ADA issues. Per the Leon County Repositioning Plan, there are opportunities for redevelopment of this site given its location. DMS should explore those options with private and public sector entities, possibly through a P3 or other alternative financing options over the next 5-15 years.
FDLE Building	DMS and FDLE should look to identify portions of the facility that could be densified, to backfill some of the



Facility	Recommendation
	FTE's that are located at Fort Knox, so that lease could be renegotiated to lower the total square footage
Fletcher Building	Per the Leon County Repositioning Plan, this facility is a possible disposition candidate over the next 5-15 years, with the current occupants being moved to a new facility downtown. If the Repositioning Plan is not implemented, a major renovation and modernization project should be implemented. There is 195,854 SF of private leased space for DFS in Tallahassee. If this facility and the Larson building could be densified to 180 RSF per FTE, when those leases expire in 2018 and 2019, a majority of those FTE's could be backfilled into the Fletcher building
Gray Building	Per the Leon County Repositioning Plan, this facility will not be a disposition candidate for at least 15 years. DMS should prioritize ADA and deferred maintenance issues that will extend the useful life of the facility
Historic Capitol	Because this is a long-term public asset, continue to correct building deficiencies as identified in the Facility Condition Assessment report
Holland Building	Per the Leon County Repositioning plan, the DACS tenants will move in 2018 into a new facility at the Conner Administration campus. DMS should use the space they vacate as swing space to renovate and modernize the rest of the facility
House Office Building	Because this facility is a long-term hold for the State, funding should be allocated to deficiencies that extend the useful life of the facility
Kirkman Building	The Kirkman building is an aging facility that has above average deferred maintenance needs. Long-term, HSMV should invest not only in known deficiencies, but also to renovate the internal areas to densify the building
Knott Building	Because this facility is a long-term hold and a major renovation was already completed in 2007, it is recommended that DMS only focus on ADA repairs and major capital improvements
Larson Building	Per the Leon County Repositioning Plan, this facility is a potential disposition candidate within 15-20 years. Short-term, continue to focus on known deficiencies. If the Leon County Repositioning Plan is not implemented, DMS and DFS should review the facility and business operations to reduce the current 330 SF per FTE ratio. The ultimate goal is to reduce the 195,854 SF DFS leases in private owned space by backfilling the Larson and Fletcher facilities, or by placing them in a new DMS facility downtown
Mayo Building	This facility is nearing the end of its useful life. Per the Leon County Repositioning Plan, DACS should build a



Facility	Recommendation
	new facility on DACS owned land on Capital Circle as well as investigating the possibility of a P3 to redevelop the existing Mayo location.
OPCON Building	Because of the operational importance of this facility, DMS should continue to invest in capital improvement projects when funds are available
Pepper Building	There are significant ADA deficiencies in this facility. DMS should prioritize these repairs as funds are available
Senate Office Building	Because this facility is a long-term hold for the State, funding should be allocated to deficiencies that extend the useful life of the facility
Turlington Building	DMS and DOE should work together to identify space that could be densified. At 325 RSF per FTE, there is considerable room for space efficiency improvements. DOE has 29,199 RSF of private lease space in Tallahassee, and some of the employees located in private leased space could be backfilled into the Turlington building when those leases expire in 2018 and 2019

For reference, Savills Studley developed a Select Facility View definition table that explains the facility metrics that were analyzed and this table is provided in Appendix H (Page 245). Savills Studley also provided a master building metric table that shows key indicators for each facility and this table is provided in Appendix H.

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BOB MARTINEZ CENTER – TWIN TOWERS BUILDING

2600 Blairstone Road | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1975	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DEP, DOE, DMS	
Facility Metrics	Metric	Per FTE
Headcount	580	
Gross SF	223,421	385
Office Rented SF	162,026	279
Office Vacant Rentable SF	0	

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$752,881	\$3.37
Active Fixed Capital Outlay	\$413,037	\$1.85
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$1,034,821	\$4.63
Electrical (FY15-16)	\$376,590	\$1.69
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$392,090	\$1.75
Ten Year Unit Cost Reserve (Data From GLE FCA)**	\$2,384,874	\$10.67

*O&M Outlay (FY15-16) split proportionally by GSF between BMC – Twin Towers Building and Lab

**Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Bob Martinez Center is primarily a single tenant facility managed by DMS, with DEP leasing the majority of the facility. At 223,421 GSF, the building is larger than 68% of the Select facilities. With 162,026 SF currently rented, the building core efficiency is 74%, which means that 26% of the GSF of the facility is not available for lease. The current 279 RSF/FTE ratio places the facility in the top 20% of most efficient Select facilities. The building currently has no available vacancy.

Over the past five years, \$1,034,821 has been spent on FCO projects in this facility, which equates to \$4.63 per GSF. The total spent per FTE is \$1,784.17, which is lower than 65% of the facilities reviewed. Looking forward, the facility has a higher projected FCO spend than 65% of the Select facilities.

Additionally, this facility has \$3,026,010 in immediate and subsequent ADA needs, which equates to \$13.54 per GSF. This ratio is less than 70% of the Select facilities.

The facility's energy consumption per GSF is less than 60% of the facilities analyzed. Additionally, the fiscal year (FY) 15/16 O&M expenditures is \$3.37 per GSF, which is lower than all BOMA peer state benchmarks.



Next Steps:

Overall this facility is well maintained and has few glaring deficiencies. The biggest deficiency is the efficiency of space, which is currently 279 RSF per person. While Savills Studley does not recommend a major renovation of this facility at this time, it appears there is an opportunity to reconfigure existing space to accommodate more people. While DEP has a large state-owned presence in Tallahassee and no leased office space, there are a number of other state agencies with small leases in Leon County (10-50 employees) that could provide an opportunity to backfill this facility if densified.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	223,421	Maximum Core Building Efficiency (b/a)	74%
Rentable SF (b)	164,400	Actual Core Building Efficiency (c/a)	74%
Rented SF I	164,400	Maximum Office Efficiency (d/b)	99%
Office Rentable SF (d)	162,026	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	162,026	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	580	Office Rented SF / FTE (e/f)	279

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$752,881	\$3.37
Fixed Capital Outlay		
Active	\$413,037	\$1.85
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$50,389	\$0.23
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$764,021	\$3.42
Completed FY11-12	\$220,411	\$0.99
Completed Total	\$1,034,821	\$4.63
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	3,537,260	15.83
Electrical Cost	\$376,590	\$1.69

*O&M Outlay (FY15-16) split proportionally by GSF between BMC – Twin Towers Building and Lab

Potential Future Outlays (DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$392,090		\$1.75
Subsequent Needs	\$2,633,920		\$11.79
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$157,665	\$170,510	\$0.76
Building Exterior	\$526,625	\$572,438	\$2.56
Building Systems	\$228,845	\$899,125	\$4.02
Common Areas	\$395,575	\$735,601	\$3.29
Other	\$7,200	\$7,200	\$0.03
Total	\$1,315,910	\$2,384,874	\$10.67

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

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Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DEP	Office	12/20/1977	161,850	\$2,780,583	579	280	\$17.18	\$4,802
DOE	NOC	3/25/1987	1,142	\$0	0	N/A	\$0.00	N/A
DEP	Conditioned Storage	4/10/1987	795	\$4,062	0	N/A	\$5.11	N/A
DMS	Conditioned Storage	8/22/1990	437	\$2,233	0	N/A	\$5.11	N/A
DMS	Office	8/22/1990	176	\$3,024	1	176	\$17.18	\$3,024

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BOB MARTINEZ CENTER – TWIN TOWERS LAB (DEP)

2600 Blairstone Road | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1989	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DEP, DMS	
Facility Metrics	Metric	Per FTE
Headcount	87	
Gross SF	81,265	934
Office Rented SF	50,003	575
Office Vacant Rentable SF	0	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$273,846	\$3.37
Active Fixed Capital Outlay	\$0	\$0.00
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$1,848,101	\$22.74
Electrical (FY15-16)	\$140,793	\$1.73
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$399,302	\$4.91
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$510,941	\$6.29

*O&M Outlay (FY15-16) split proportionally by GSF between BMC – Twin Towers Building and Lab

**Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Bob Martinez Lab is primarily a single tenant facility, managed by DMS. The majority of the facility is used for lab space, and a small portion of the facility is used for office. Because of the special use nature of the facility, most of the office metrics used to benchmark the Select facilities are not applicable.

The five year completed FCO spend is \$22.74 per GSF, which is higher than 85% of the Select facilities. Additionally, the energy consumption per GSF in this facility is higher than 85% of the Select facilities.

Overall, this facility is more costly to maintain than a typical office because of the dedicated lab space and this cost difference has a fiscal impact on the DMS pool.

This facility has \$32.79 in immediate and subsequent ADA needs, which is higher than 70% of the Select facilities. Total ADA need could have an impact on the DMS pool if a major renovation were to take place in this facility.

Next Steps:

Labs are typically more costly to maintain than traditional office space, so many of the useful facility benchmarks are not relevant for this facility. While no major renovations are recommended for this facility at this time, Savills Studley does recommend addressing the immediate ADA issues in the facility. Long-term, if the lab operations will continue as-is for the foreseeable future, additional measures should be taken to reduce energy and operational expenses.



Looking forward, DMS is spending a significant amount of funds on FCO projects, so any change in DEP lab operations should be provided to DMS as quickly as possible, if the proposed changes could have a facility impact.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	81,265	Maximum Core Building Efficiency (b/a)	70%
Rentable SF (b)	56,539	Actual Core Building Efficiency (c/a)	70%
Rented SF I	56,539	Maximum Office Efficiency (d/b)	88%
Office Rentable SF (d)	50,003	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	50,003	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	87	Office Rented SF / FTE (e/f)	575

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$273,846	\$3.37
Fixed Capital Outlay		
Active	\$0	\$0.00
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$117,568	\$1.45
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$1,591,864	\$19.59
Completed FY11-12	\$138,669	\$1.71
Completed Total	\$1,848,101	\$22.74
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	1,826,640	22.48
Electrical Cost	\$140,793	\$1.73

*O&M Outlay (FY15-16) split proportionally by GSF between BMC – Twin Towers Building and Lab

Potential Future Outlays (DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$399,302		\$4.91
Subsequent Needs	\$2,265,012		\$27.87
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$127,000	\$133,919	\$1.65
Building Exterior	\$15,138	\$39,008	\$0.48
Building Systems	\$9,290	\$38,465	\$0.47
Common Areas	\$121,780	\$299,550	\$3.69
Other	\$0	\$0	\$0
Total	\$273,208	\$510,941	\$6.29

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DEP	Office	7/3/1990	50,003	\$796,548	87	575	\$15.93	\$9,156
DEP	Conditioned Storage	1/4/1990	4,794	\$24,497	0	N/A	\$5.11	N/A
DEP	Unconditioned Storage	7/3/1990	1,375	\$4,744	0	N/A	\$3.45	N/A
DMS	Conditioned Storage	8/22/1990	367	\$1,875	0	N/A	\$5.11	N/A



BRYANT BUILDING

620 S. Meridian Street | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1963	
Owner	Fish And Wildlife Conservation Commission	
Managing Agency	FWCC	
Lessee Agency	FWCC	
Facility Metrics*	Metric	Per FTE
Headcount	190	
Gross SF	88,500	466
Office Rented SF	63,815	336
Office Vacant Rentable SF	0	

*All RSF estimated based on average ratio of RSF to GSF in subset of DMS owned facilities



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$312,383	\$3.53
Active Fixed Capital Outlay Completed (FY11-12 to FY15-16)	NAV	NAV
Fixed Capital Outlay Electrical (FY15-16)*	\$98,945	\$1.12
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	NAV	NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$1,335,132	\$15.09

*Electricity (FY15-16): Only 10 months of data was available

**Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

This facility is owned and managed by the FWCC, and they are the only tenant in the facility. While the exact RSF for this facility is unavailable, the estimated headcount per RSF is 336. Based on the estimated ratio, this facility is higher than 60% of the Select facilities.

This facility has a \$15.09 per GSF in future FCO costs and this metric is higher than 90% of the facilities analyzed. The O&M expense ratio of \$4.65 (\$3.53 operating expenses + \$1.12 in electrical) is lower than the BOMA peer ratios.

There are two major deficiencies at this facility including the current space use and long-term facility needs. The RSF/FTE ratio of 336 is significantly higher than most modern facilities. Additionally, the future FCO costs per GSF of \$15.09 (which is unit cost pricing, not all-in project costs) is very high and will continue to get higher as this facility ages.

Additionally, the boiler recently failed in December 2016, requiring an emergency lease of a boiler for the next several months.

Next Steps:

Per the Leon County Repositioning Plan, the FWCC should pursue disposing this facility, and moving the current tenants to either a new facility at the DACS owned Conner location, or as a tenant in the new DACS headquarters to be built at the Conner location. FWCC should also plan to move the existing FWCC employees located at the Koger center into this new facility.



If the Repositioning Plan is not implemented, the FWCC should implement a major renovation and modernization of the facility. The major renovation should gut and retrofit the internal space to densify the facility to accommodate 180 RSF per FTE. This major renovation would serve two purposes; extend the useful and economic life of the facility by addressing key facility deficiencies, and enabling the FWCC to backfill its owned space with FTE's that are currently located in private leases (Koger Center leases).

Facility Metrics (Solaris and DMS Data)

Building Measures*	Metric	Efficiency Ratios	Ratio
Gross SF (a)	88,500	Maximum Core Building Efficiency (b/a)	76%
Rentable SF (b)	66,918	Actual Core Building Efficiency (c/a)	76%
Rented SF I	66,918	Maximum Office Efficiency (d/b)	95%
Office Rentable SF (d)	63,815	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	63,815	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	190	Office Rented SF / FTE (e/f)	336

*All RSF estimated based on average ratio of RSF to GSF in subset of DMS owned facilities

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$312,383	\$3.53
Fixed Capital Outlay		
Active	NAV	NAV
Completed FY15-16	NAV	NAV
Completed FY14-15	NAV	NAV
Completed FY13-14	NAV	NAV
Completed FY12-13	NAV	NAV
Completed FY11-12	NAV	NAV
Completed Total	NAV	NAV
Electrical Consumption and Cost (FY15-16)*		
Energy Consumption (kWh)	1,116,254	12.61
Electrical Cost	\$98,945	\$1.12

*Electricity (FY15-16): Only 10 months of data was available

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	NAV		NAV
Subsequent Needs	NAV		NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$69,250	\$77,013	\$0.87
Building Exterior	\$168,180	\$406,536	\$4.59
Building Systems	\$460,260	\$563,505	\$6.37
Common Areas	\$218,858	\$288,078	\$3.26
Other	\$0	\$0	\$0
Total	\$916,548	\$1,335,132	\$15.09

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview Not Available



BURNS BUILDING

605 Suwannee Street | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1966	
Owner	Board of Trustees	
Managing Agency	FDOT	
Lessee Agency	FDOT	
Facility Metrics*	Metric	Per FTE
Headcount	636	
Gross SF	239,811	377
Office Rented SF	172,922	272
Office Vacant Rentable SF	0	

*All RSF estimated based on average ratio of RSF to GSF in subset of DMS owned facilities

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$504,867	\$2.11
Active Fixed Capital Outlay	NAV	NAV
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$7,112,857	\$29.66
Electrical (FY15-16)*	\$274,971	\$1.15
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	NAV	NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)**	\$3,622,288	\$15.10

*Electrical (FY15-16) based on FY(14-15)

**Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Haydon Burns facility is a single tenant facility, managed by FDOT, and has a higher GSF than 80% of the Select facilities. While the exact RSF is not known (FDOT does not lease space), given the 636 employees that are currently housed at the facility, the facility has a relatively high space utilization.

The FDOT has spent \$7,112,858 on FCO projects the past five years for this facility which amounts to \$29.66 per GSF, which is higher than 90% of the Select facilities. The O&M cost outlay is very low of less than \$0.96 per GSF (this cost is not reflective of the energy costs, which were \$1.18 per GSF).

Looking forward, this facility has more FCO needs than 90% of the Select facilities.

Next Steps

The FDOT has done a respectable job backfilling this facility with FTE's formerly housed in private leased space at the Koger Center. As the FDOT Leon County Large Lease expires in 2019, FDOT should make an additional investment in this facility to continue the recent densification so additional FTE's housed in privately leased space can be moved to the Burns facility.

Additionally, there are a number of building deficiencies that need to be corrected to extend the useful life of this facility, including replacing the plumbing, elevator equipment, windows, and some of the terrazzo floors.



Facility Metrics (Solaris and DMS Data)

Building Measures*	Metric	Efficiency Ratios	Ratio
Gross SF (a)	239,811	Maximum Core Building Efficiency (b/a)	76%
Rentable SF (b)	181,330	Actual Core Building Efficiency (c/a)	76%
Rented SF I	181,330	Maximum Office Efficiency (d/b)	95%
Office Rentable SF (d)	172,922	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	172,922	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	636	Office Rented SF / FTE (e/f)	272

*All RSF estimated based on average ratio of RSF to GSF in subset of DMS owned facilities

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$504,867	\$2.11
Fixed Capital Outlay		
Active	NAV	NAV
Completed FY15-16	\$1,581,677	\$6.60
Completed FY14-15	\$272,688	\$1.14
Completed FY13-14	\$1,519,611	\$6.34
Completed FY12-13	\$1,555,244	\$6.49
Completed FY11-12	\$2,183,637	\$9.11
Completed Total	\$7,112,857	\$29.66
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	3,064,000	12.78
Electrical Cost	\$274,971	\$1.15

*Electrical (FY15-16) based on FY(14-15)

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	NAV		NAV
Subsequent Needs	NAV		NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$5,770	\$118,726	\$0.50
Building Exterior	\$827,302	\$851,535	\$3.55
Building Systems	\$2,039,600	\$2,316,558	\$9.66
Common Areas	\$107,250	\$335,469	\$1.40
Other	\$0	\$0	\$0.00
Total	\$2,979,922	\$3,622,288	\$15.10

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview Not Available



CALDWELL BLDG

107 E. Madison Street | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1947	
Owner	Department of Economic Opportunity	
Managing Agency	DEO	
Lessee Agency	DEO	
Facility Metrics*	Metric	Per FTE
Headcount	509	
Gross SF	150,000	295
Office Rented SF	102,605	202
Office Vacant Rentable SF	0	

*RSF provided by DEO



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$563,306	\$3.76
Active Fixed Capital Outlay	NAV	NAV
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	NAV	NAV
Electrical (FY15-16)	\$229,004	\$1.53
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	NAV	NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$869,103	\$5.79

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Caldwell facility, originally built in 1947, is owned and managed by DEO. Currently housing 509 employees, it is one of the largest Select Facilities. The space efficiency of the facility (RSF/FTE) is better than 96% of the Select Facilities, and rivals some of the newer facilities located in Southwood. When considering the available RSF of the facility is only 68% of the total GSF, the facility is very space efficient.

The facility's operating expense is average compared to the rest of the Select facilities, but lower than the Building Owners & Managers Association (BOMA) peer state office averages. The facilities long-term deficiency costs are low (\$5.79 per GSF, unit costs only) when considering the age and size of the facility.

Next Steps:

There are no major deficiencies identified in this facility for this Study. DEO has done an effective job utilizing the space it has available. While no major renovations are recommended at this time, DEO should continue to focus on FCO projects that extend the useful life of the facility. Where possible, it is recommended to continue to reconfigure space with the goal of backfilling the facility with additional FTE's located in private leases.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	150,000	Maximum Core Building Efficiency (b/a)	68%
Rentable SF (b)	102,605	Actual Core Building Efficiency (c/a)	68%
Rented SF I	102,605	Maximum Office Efficiency (d/b)	100%
Office Rentable SF (d)	102,605	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	102,605	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	509	Office Rented SF / FTE (e/f)	202

*RSF provided by DEO

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$563,306	\$3.76
Fixed Capital Outlay		
Active	NAV	NAV
Completed FY15-16	NAV	NAV
Completed FY14-15	NAV	NAV
Completed FY13-14	NAV	NAV
Completed FY12-13	NAV	NAV
Completed FY11-12	NAV	NAV
Completed Total	NAV	NAV
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	2,491,920	16.61
Electrical Cost	\$229,004	\$1.53

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	NAV		NAV
Subsequent Needs	NAV		NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$3,175	\$28,592	\$0.19
Building Exterior	\$75,203	\$800,465	\$5.34
Building Systems	\$525	\$4,579	\$0.03
Common Areas	\$8,580	\$35,467	\$0.24
Other	\$0	\$0	\$0.00
Total	\$87,483	\$869,103	\$5.79

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview Not Available



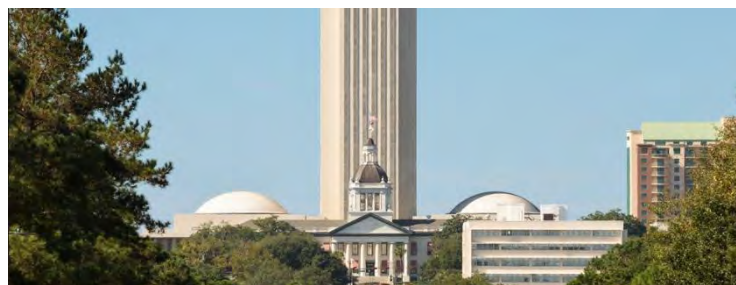
CAPITOL BUILDING

400 S. Monroe Street | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1976	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	See Lease Overview	
Facility Metrics	Metric	Per FTE
Headcount	370	
Gross SF	585,184	1,582
Office Rented SF	306,287	828
Office Vacant Rentable SF	400	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$3,489,812	\$5.96
Active Fixed Capital Outlay	\$17,970,408	\$30.71
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$5,133,595	\$8.77
Electrical (FY15-16)	\$521,054	\$0.89
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$1,652,874	\$2.82
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$6,432,371	\$10.99

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

This multi-tenant facility is the largest facility in the DMS pool, and the largest of the Select facilities. Due to the facility's unique design and use, typical office benchmarks are not completely applicable for this facility, however there are a few worth highlighting.

The FY 15/16 O&M expense ratio is \$5.96 per GSF, which is reasonable considering the facility's use and size, and is comparable to BOMA office averages. The active FCO cost in the Capitol is \$30.71 per GSF, and one of the highest ratios of the Select facilities, however the active FCO projects in the Capitol is an outlier. Over the past five years, the total cost per GSF was \$8.77, which is close to the average GSF cost for the Select facilities.

The immediate and subsequent ADA needs is \$6.06 per GSF, which is lower than 90% of the Select facilities. Going forward, the future FCO estimated costs are higher than all Select facilities.

Next Steps:

This facility has unique design and space issues that are not comparable to typical office buildings. Due to the large meeting rooms and corridors that are necessary for this facility, there are challenges to optimizing the facility as a whole. Ultimately, there is some potential to condense the office space and change the layout on some floors to accommodate a more modern open layout, which could accommodate more FTEs in the facility.

DMS has focused considerable funds on the ADA deficiencies in the Capitol in recent years, and should continue to do so. Because the facility is open to the public and is one of the showcase facilities for state government, the focus on ADA issues should remain a priority. Additionally, as this facility is a long-term hold for the State, every effort should be made to prioritize FCO projects that extend the useful life of the facility.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	585,184	Maximum Core Building Efficiency (b/a)	57%
Rentable SF (b)	331,576	Actual Core Building Efficiency (c/a)	57%
Rented SF I	331,176	Maximum Office Efficiency (d/b)	92%
Office Rentable SF (d)	306,687	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	306,287	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	370	Office Rented SF / FTE (e/f)	828

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$3,489,812	\$5.96
Fixed Capital Outlay		
Active	\$17,970,408	\$30.71
Completed FY15-16	\$2,902,823	\$4.96
Completed FY14-15	\$626,655	\$1.07
Completed FY13-14	\$202,178	\$0.35
Completed FY12-13	\$668,111	\$1.14
Completed FY11-12	\$733,828	\$1.25
Completed Total	\$5,133,595	\$8.77
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	6,647,761	11.36
Electrical Cost	\$521,054	\$0.89

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$1,652,874		\$2.82
Subsequent Needs	\$1,892,756		\$3.23
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$368,920	\$437,405	\$0.75
Building Exterior	\$2,603,711	\$2,745,336	\$4.69
Building Systems	\$20,800	\$1,090,671	\$1.86
Common Areas	\$1,667,988	\$2,158,959	\$3.69
Other	\$0	\$0	\$0.00
Total	\$4,661,419	\$6,432,371	\$10.99

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs



Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
LEGIS	Office	7/30/1982	112,122	\$1,786,103	134	837	\$15.93	\$13,329
EOG	Office	8/1/1976	64,786	\$1,113,023	78	831	\$17.18	\$14,270
LEGIS	Office	5/18/1998	58,077	\$925,167	70	830	\$15.93	\$13,217
DFS	Office	8/1/1976	14,117	\$242,530	17	830	\$17.18	\$14,266
DACS	Office	3/21/1977	12,770	\$219,389	15	851	\$17.18	\$14,626
FDLE	Office	5/21/2002	10,124	\$173,930	12	844	\$17.18	\$14,494
NSA	Food Services	7/9/2014	9,237	\$0	0	N/A	\$0.00	N/A
DOE	Office	5/1/1976	7,550	\$129,709	9	839	\$17.18	\$14,412
DLA	Office	8/1/1976	7,176	\$123,284	9	797	\$17.18	\$13,698
EOG	Conditioned Storage	2/28/1997	5,621	\$28,723	0	N/A	\$5.11	N/A
LEGIS	Conditioned Storage	7/21/2006	5,494	\$28,074	0	N/A	\$5.11	N/A
DOS	Office	8/1/1976	4,660	\$80,059	6	777	\$17.18	\$13,343
LEGIS	Office	10/20/2014	4,557	\$72,593	5	911	\$15.93	\$14,519
FDVA	Office	7/1/2008	2,329	\$40,012	3	776	\$17.18	\$13,337
NSA	Food Services	7/9/2014	1,756	\$0	0	N/A	\$0.00	N/A
LEGIS	Office	6/28/1989	1,577	\$25,122	2	789	\$15.93	\$12,561
DMS	Office	6/27/1995	1,270	\$21,819	2	635	\$17.18	\$10,909
DMS	Conditioned Storage	8/22/1990	1,170	\$5,979	0	N/A	\$5.11	N/A
FDLE	Conditioned Storage	4/16/2002	1,012	\$5,171	0	N/A	\$5.11	N/A
LEGIS	Office	6/19/1995	905	\$15,548	2	453	\$17.18	\$7,774
LEGIS	Office	9/28/2011	886	\$14,114	1	886	\$15.93	\$14,114
DMA	Office	9/24/1996	702	\$12,060	1	702	\$17.18	\$12,060
DMS	Office	8/22/1990	610	\$10,480	1	610	\$17.18	\$10,480
LEGIS	Unconditioned Storage	4/16/1993	330	\$1,139	0	N/A	\$3.45	N/A
DOE	NOC	1/1/1978	269	\$0	0	N/A	\$0.00	N/A
DOS	Office	5/28/2002	248	\$4,261	1	248	\$17.18	\$4,261
SBA	Office	6/12/2003	174	\$2,989	1	174	\$17.18	\$2,989
FDOT	Office	5/28/2015	90	\$0	1	90	\$0.00	\$0

*Excludes 1,557 RSF on the 21st floor recently leased



CARLTON BUILDING

501 S. Calhoun Street | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1956	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DOC, DHSMV, DOE, DMS	
Facility Metrics	Metric	Per FTE
Headcount	648	
Gross SF	231,616	357
Office Rented SF	131,254	203
Office Vacant Rentable SF	0	

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$888,083	\$3.83
Active Fixed Capital Outlay	\$1,717,071	\$7.41
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$602,825	\$2.60
Electrical (FY15-16)	\$239,603	\$1.03
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$441,022	\$1.90
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$2,181,113	\$9.42

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Carlton building is one of the largest facilities in the analysis, placed in the top 25% by GSF and top 10% by headcount, with an estimated 648 occupants. The facility has a relatively low core building efficiency at 68%. Due to some unused space on the fifth floor that needs a major renovation, the facility's actual core building efficiency is currently 61%, which puts this facility in the bottom 15% of the facilities analyzed. Nonetheless, the DOC and DMS have done an effective job utilizing the space that is currently available for lease, with a 203 RSF per FTE average. This average puts the facility's current FTE utilization in the top 10% of facilities analyzed.

The Carlton building has \$1.7 million in active FCO projects. Additionally, the facility has \$441,000 in estimated immediate ADA needs, and an estimated \$7.7 million in long-term ADA needs. The total estimated ADA need of \$8.1 million puts this facility in the top 5% of facilities analyzed. This large number will make any major renovation potentially very costly, as it would trigger most of the ADA items in the "long-term" category.

For an older facility originally built in 1956, the building is relatively energy efficient, falling in the 50% range for energy consumption efficiency per GSF. Additionally, the O&M expense for FY 2015-16 is relatively low, with \$3.83 per GSF, which is well below BOMA office averages.

Looking forward, the Carlton has one of the highest estimated deficiency costs, at \$9.42 per GSF (unit pricing only; does not include all project costs).

Next Steps:

Per the Leon County Repositioning Plan, the current DOC tenants would move out to the Gunter and CCOC 4070 facilities by September 2020. Savills Studley recommends exploring either disposing the Carlton or implementing a major renovation and modernization of this facility. Currently, due to the lack of rentable space on the fifth floor and the



large existing circulation space, only 131,254 SF of the total 231,616 GSF is available as rentable space. If the core building efficiency could be increased to 80%, DMS could realize an additional 54,038 SF of rentable space.

The major renovation should also include replacing aging facility components which will extend the useful life of the facility, including the roof, elevators, HVAC, and plumbing.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	231,616	Maximum Core Building Efficiency (b/a)	68%
Rentable SF (b)	156,632	Actual Core Building Efficiency (c/a)	61%
Rented SF I	141,089	Maximum Office Efficiency (d/b)	84%
Office Rentable SF (d)	131,254	Facility Rentable SF Vacancy (1-(c/b))	10%
Office Rented SF I	131,254	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	648	Office Rented SF / FTE (e/f)	203

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$888,083	\$3.83
Fixed Capital Outlay		
Active	\$1,717,071	\$7.41
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$41,000	\$0.18
Completed FY13-14	\$17,655	\$0.08
Completed FY12-13	\$10,846	\$0.05
Completed FY11-12	\$533,324	\$2.30
Completed Total	\$602,825	\$2.60
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	2,836,082	12.24
Electrical Cost	\$239,603	\$1.03

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$441,022		\$1.90
Subsequent Needs	\$7,674,429		\$33.13
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$183,650	\$184,593	\$0.80
Building Exterior	\$434,500	\$434,500	\$1.88
Building Systems	\$562,650	\$562,650	\$2.43
Common Areas	\$999,370	\$999,370	\$4.31
Other	\$0	\$0	\$0.00
Total	\$2,180,170	\$2,181,113	\$9.42

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

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Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DOC	Office	4/5/2011	126,420	\$2,171,896	624	203	\$17.18	\$3,481
DOC	Conditioned Storage	10/1/2015	4,148	\$21,196	0	N/A	\$5.11	N/A
DHSMV	Office	2/1/2002	4,087	\$70,215	20	204	\$17.18	\$3,511
DOE	NOC	1/1/1980	2,405	\$0	0	N/A	\$0.00	N/A
DMS	Unconditioned Storage	8/22/1990	1,070	\$3,692	0	N/A	\$3.45	N/A
DMS	Conditioned Storage	8/22/1990	911	\$4,655	0	N/A	\$5.11	N/A
DOC	Unconditioned Storage	9/7/2012	885	\$3,053	0	N/A	\$3.45	N/A
DMS	Office	8/22/1990	747	\$12,833	4	187	\$17.18	\$3,208
DHSMV	Conditioned Storage	1/19/2005	416	\$2,126	0	N/A	\$5.11	N/A

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CARR BUILDING

3800 Commonwealth Boulevard | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1998	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DEP, FWCC, NFWWMD, DOE, NSA	
Facility Metrics	Metric	Per FTE
Headcount	304	
Gross SF	122,487	403
Office Rented SF	95,072	313
Office Vacant Rentable SF	301	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$570,244	\$4.66
Active Fixed Capital Outlay	\$0	\$0.00
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$305,282	\$2.49
Electrical (FY15-16)	\$143,650	\$1.17
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$318,292	\$2.60
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$322,087	\$2.63

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Carr building is a multi-tenant facility on the northwest side of Tallahassee, with DEP currently the largest tenant. Built in 1998, it is one of the newest of the Select facilities. Given the age of the facility, the facility has a relatively low utilization ratio, with 313 RSF/FTE, which places this facility in the 50% range of Select facilities.

The O&M expense ratio of \$4.66 per GSF is well below BOMA office averages, and the \$2.49 per GSF cost over the past five years for FCO projects is well below the averages for other Select facilities. Currently there are no active FCO projects at the Carr facility. The immediate ADA needs in this facility is \$2.60 per GSF, and the long-term ADA needs is \$5.17 per GSF, for a total estimated cost of \$951,134. The ADA cost ratio per GSF is below 90% of the Select facilities.

The energy consumption per GSF is less than 70% of the Select facilities and the O&M cost per GSF of \$4.66 is below BOMA office averages.

Next Steps:

There is significant opportunity for space densification in the Carr building. With 313 RSF per FTE, this facility has higher ratios than some of the older facilities in downtown Tallahassee. Due to the age of the facility, a major renovation of the structure is not necessary, but Savills Studley believes a large reconfiguration of the existing space could be warranted. Savills Studley recommends DMS work with DEP to determine strategies for increasing the space efficiency in the Carr facility.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	122,487	Maximum Core Building Efficiency (b/a)	78%
Rentable SF (b)	96,094	Actual Core Building Efficiency (c/a)	78%
Rented SF I	95,793	Maximum Office Efficiency (d/b)	99%
Office Rentable SF (d)	95,373	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	95,072	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	304	Office Rented SF / FTE (e/f)	313

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$570,244	\$4.66
Fixed Capital Outlay		
Active	\$0	\$0.00
Completed FY15-16	\$188,056	\$1.54
Completed FY14-15	\$17,400	\$0.14
Completed FY13-14	\$46,712	\$0.38
Completed FY12-13	\$0	\$0.00
Completed FY11-12	\$53,114	\$0.43
Completed Total	\$305,282	\$2.49
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	1,440,000	11.76
Electrical Cost	\$143,650	\$1.17

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$318,292		\$2.60
Subsequent Needs	\$632,842		\$5.17
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$7,200	\$7,200	\$0.06
Building Exterior	\$23,990	\$42,890	\$0.35
Building Systems	\$0	\$10,665	\$0.09
Common Areas	\$83,769	\$261,332	\$2.13
Other	\$0	\$0	\$0.00
Total	\$114,959	\$322,087	\$2.63

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DEP	Office	6/11/1998	83,269	\$1,430,561	266	313	\$17.18	\$5,378
FWCC	Office	7/1/2008	8,016	\$137,715	26	308	\$17.18	\$5,297
NWFWMD	Office	9/14/2012	3,787	\$65,061	12	316	\$17.18	\$5,422
DOE	NOC	8/1/1998	368	\$0	0	N/A	\$0.00	N/A
NSA	Conditioned Storage	1/1/1999	353	\$1,804	0	N/A	\$5.11	N/A



CCOC 2540 – GUNTER BUILDING

2540 Shumard Oak Boulevard | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1995	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	PSC, NSA	
Facility Metrics	Metric	Per FTE
Headcount	219	
Gross SF	119,084	544
Office Rented SF	97,325	444
Office Vacant Rentable SF	0	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$529,157	\$4.44
Active Fixed Capital Outlay	\$0	\$0.00
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$644,325	\$5.41
Electrical (FY15-16)	NAV	NAV
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$565,835	\$4.75
Ten Year Unit Cost Reserve (Data From GLE FCA)**	\$381,499	\$3.20

*O&M Outlay (FY15-16) split proportionally by GSF across CCOC campus

**Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Gunter facility is primarily a single tenant facility, with the PSC occupying all of the rentable office space. This facility was built in 1995 and is one of the newer Select facilities. Gunter reports no current vacant space, but the existing headcount utilization is very low with 444 RSF per FTE. This ratio is surprising given the facilities age and no listed vacancy.

Over the past five years, \$644,325 was spent on FCO projects, which equates to \$5.41 per GSF. This ratio is below 50% of the Select facilities. Additionally, the O&M expenditures for FY 15/16 of \$4.44 is well below BOMA office averages.

Looking forward, there is \$980,249 in immediate and future ADA needs, which equates to \$8.23 per GSF. This ratio is better than 85% of the Select facilities. The facility has \$381,499 in known deficiencies (unit pricing only, not all project costs), which is less than 86% of the Select facilities.

Next Steps:

Per the Leon County Repositioning Plan, the PSC will vacate this facility and move to the new CCOC #2 facility, and DOC will backfill this space. DMS will need to renovate the space so that it can accommodate 180 SF per FTE (More information regarding costs and timing of the moves can be found in the Leon County Repositioning Plan).

Even if the Leon County Repositioning Plan is not implemented, Gunter has considerable room for improvement in densification. Since this space is primarily office and there is little special use space, this facility should at a minimum



have employee ratios similar to other CCOC facilities built around the same time period (CCOC 4050 has 257 RSF per FTE). Savills Studley recommends DMS work with the PSC to identify space that can be reconfigured to backfill additional FTE's. Based on the results of this analysis, FTE's housed in private leased space could be moved to the Gunter facility.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	119,084	Maximum Core Building Efficiency (b/a)	82%
Rentable SF (b)	97,682	Actual Core Building Efficiency (c/a)	82%
Rented SF I	97,682	Maximum Office Efficiency (d/b)	100%
Office Rentable SF (d)	97,325	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	97,325	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	219	Office Rented SF / FTE (e/f)	444

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$529,157	\$4.44
Fixed Capital Outlay		
Active	\$0	\$0.00
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$0	\$0.00
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$407,350	\$3.42
Completed FY11-12	\$236,975	\$1.99
Completed Total	\$644,325	\$5.41
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	NAV	NAV
Electrical Cost	NAV	NAV

*O&M Outlay (FY15-16) split proportionally by GSF across CCOC campus

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$565,835		\$4.75
Subsequent Needs	\$414,414		\$3.48
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$6,570	\$6,570	\$0.06
Building Exterior	\$1,750	\$21,395	\$0.18
Building Systems	\$2,640	\$68,034	\$0.57
Common Areas	\$15,870	\$285,500	\$2.40
Other	\$0	\$0	\$0.00
Total	\$26,830	\$381,499	\$3.20

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
PSC	Office	6/1/1995	97,325	\$1,672,044	219	444	\$17.18	\$7,635
NSA	Conditioned Storage	11/8/1995	357	\$1,824	0	N/A	\$5.11	N/A



CCOC 2555 – SADOWSKI BUILDING

2555 Shumard Oak Boulevard | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1996	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DEM, AST, DOE, NSA	
Facility Metrics	Metric	Per FTE
Headcount	304	
Gross SF	119,084	392
Office Rented SF	86,844	286
Office Vacant Rentable SF	0	

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$529,157	\$4.44
Active Fixed Capital Outlay	\$78,162	\$0.66
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$306,372	\$2.57
Electrical (FY15-16)	NAV	NAV
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$460,637	\$3.87
Ten Year Unit Cost Reserve (Data From GLE FCA)**	\$674,547	\$5.66

*O&M Outlay (FY15-16) split proportionally by GSF across CCOC campus
 **Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Sadowski facility is primarily used by two tenants, the Division of Emergency Management (DEM) and the Agency for State Technology (AST). This facility's current space utilization efficiency is 286 (RSF/FTE) and this ratio places the facility in the top 30% of the Select facilities. Additionally, this facility has a 74% core building efficiency, which places this facility in the top 50% of the Select facilities.

Additionally, the facility has a low recent FCO spend, with only \$306,372 spent on this facility the past five years. This amount is less than 65% of the facilities analyzed. The O&M outlay for FY 15/16 was \$4.44 per GSF, which is lower than BOMA office averages.

Looking forward this facility has \$460,637 in immediate ADA needs, and \$561,053 in future ADA needs. The total ADA cost per GSF is \$8.58, which is lower than 80% of the Select facilities.

Next Steps:

DMS should continue to focus on correcting ADA deficiencies in the facility, as well as the deferred maintenance. This includes replacing elevator equipment and two air handling units. Due to the unique missions of the agencies that currently occupy space in the Sadowski building (DEM and AST), densification and relocating other agencies into this facility may not be practical.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	119,084	Maximum Core Building Efficiency (b/a)	74%
Rentable SF (b)	88,228	Actual Core Building Efficiency (c/a)	74%
Rented SF I	88,017	Maximum Office Efficiency (d/b)	98%
Office Rentable SF (d)	86,844	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	86,844	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	304	Office Rented SF / FTE (e/f)	286

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$529,157	\$4.44
Fixed Capital Outlay		
Active	\$78,162	\$0.66
Completed FY15-16	\$22,000	\$0.18
Completed FY14-15	\$156,018	\$1.31
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$101,569	\$0.85
Completed FY11-12	\$26,785	\$0.22
Completed Total	\$306,372	\$2.57
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	NAV	NAV
Electrical Cost	NAV	NAV

*O&M Outlay (FY15-16) split proportionally by GSF across CCOC campus

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$460,637		\$3.87
Subsequent Needs	\$561,053		\$4.71
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$9,240	\$9,240	\$0.08
Building Exterior	\$1,750	\$262,321	\$2.20
Building Systems	\$2,640	\$69,934	\$0.59
Common Areas	\$14,820	\$333,052	\$2.80
Other	\$0	\$0	\$0.00
Total	\$28,450	\$674,547	\$5.66

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DEM	Office	10/1/2011	55,654	\$956,136	195	285	\$17.18	\$4,903
AST	Office	11/1/2013	31,190	\$535,844	109	286	\$17.18	\$4,916
DOE	NOC	7/1/1995	641	\$0	0	N/A	\$0.00	N/A
NSA	Unconditioned Storage	1/1/2009	406	\$0	0	N/A	\$0.00	N/A
NSA	Conditioned Storage	11/8/1995	126	\$644	0	N/A	\$5.11	N/A



CCOC 2575 – RUDD BUILDING – EMERGENCY OPERATIONS CENTER

2575 Shumard Oak Boulevard | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1996	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DEM, NSA	
Facility Metrics	Metric	Per FTE
Headcount	18	
Gross SF	22,395	1,244
Office Rented SF	18,595	1,033
Office Vacant Rentable SF	0	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$99,514	\$4.44
Active Fixed Capital Outlay	\$0	\$0.00
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$199,731	\$8.92
Electrical (FY15-16)	NAV	NAV
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$213,583	\$9.54
Ten Year Unit Cost Reserve (Data From GLE FCA)**	\$224,903	\$10.04

*O&M Outlay (FY15-16) split proportionally by GSF across CCOC campus

**Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Rudd facility is a single tenant, special use facility that houses Florida's Emergency Operations Center. Because this facility has a unique design and purpose, typical office benchmarking metrics are not applicable to this facility.

The facility is smaller than 90% of the Select facilities analyzed, with only 22,395 GSF and of that total, 18,595 is RSF. This core efficiency ratio is 84%, which is better than 96% of the Select facilities.

There are currently no active FCO projects in the facility, and only \$199,731 has been spent on this facility the past five years. There is a significant need for ADA improvements, with a total cost to correct the ADA deficiencies \$26.91 per GSF, which is higher than 60% of the Select facilities.

Next Steps:

DMS should continue to focus on the long-term deferred maintenance projects, which includes replacing the existing air handling unit, the existing window security screens and common area carpets.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	22,395	Maximum Core Building Efficiency (b/a)	84%
Rentable SF (b)	18,875	Actual Core Building Efficiency (c/a)	84%
Rented SF I	18,875	Maximum Office Efficiency (d/b)	99%
Office Rentable SF (d)	18,595	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	18,595	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	18	Office Rented SF / FTE (e/f)	1,033

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$99,514	\$4.44
Fixed Capital Outlay		
Active	\$0	\$0.00
Completed FY15-16	\$50,000	\$2.23
Completed FY14-15	\$25,050	\$1.12
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$30,000	\$1.34
Completed FY11-12	\$94,681	\$4.23
Completed Total	\$199,731	\$8.92
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	NAV	NAV
Electrical Cost	NAV	NAV

*O&M Outlay (FY15-16) split proportionally by GSF across CCOC campus

Potential Future Outlays (DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$213,583		\$9.54
Subsequent Needs	\$389,111		\$17.37
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$1,350	\$2,720	\$0.12
Building Exterior	\$11,700	\$127,955	\$5.71
Building Systems	\$1,320	\$2,005	\$0.09
Common Areas	\$7,800	\$92,223	\$4.12
Other	\$0	\$0	\$0.00
Total	\$22,170	\$224,903	\$10.04

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DEM	Office	10/1/2011	18,595	\$319,462	0	N/A	\$17.18	N/A
NSA	Conditioned Storage	11/8/1995	280	\$1,431	0	N/A	\$5.11	N/A



COLLINS BUILDING

107 W. Gaines Street | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1962	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DLA, DOE, DMS	
Facility Metrics	Metric	Per FTE
Headcount	500	
Gross SF	266,383	533
Office Rented SF	148,839	298
Office Vacant Rentable SF	0	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$826,331	\$3.10
Active Fixed Capital Outlay	\$5,674,075	\$21.30
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$3,542,257	\$13.30
Electrical (FY15-16)	\$272,775	\$1.02
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$704,972	\$2.65
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$2,873,317	\$10.79

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Collins building is one of the largest facilities analyzed (top 20% GSF). The facility's core efficiency is very low (bottom 15%), with only 63% of the total GSF available for lease. Some of this inefficiency is due to the building layout and to the initial design. The current floorplans show that facility is still mostly enclosed offices, with very few open space areas. Given the reduced amount of SF that is actually available for lease, and the current building configuration, significant utilization efficiencies will be more difficult to achieve.

There is currently \$5.7 million in active FCO projects in this facility which is the second highest amount of FCO projects in a facility, with only the Capitol having more active FCO projects. The active FCO projects and previous spend over the past five years of \$3.5 million shows that DMS is investing considerably in this facility. Between active and recently completed projects, the total FCO spend is roughly \$34.59 per GSF. Looking forward, the building also is in the top 20% of additional FCO needs.

The facility has the highest future ADA needs of any facility reviewed, including the Capitol, at \$8.4 million in identified repairs. Of that total, \$704,972 is classified as an immediate need. While some of the future ADA needs may never be realized (based on a renovation not triggering a code change), if the building were to undergo a major renovation, there could be over \$9 million in necessary ADA repairs.

Overall O&M expenditures are relatively low in this facility, at \$3.10 per SF, which puts this facility in the top 10% of O&M efficiency and well below all BOMA benchmark averages.



Next Steps:

The Collins building has significant building deficiencies, ADA repair and space efficiency needs. Due to the facility's age and deteriorating facility condition, Savills Studley recommends exploring the disposition or modernization of the facility in the next 5-10 years. Per the Repositioning Plan, the current FTE's could be relocated to a new DMS facility in downtown Tallahassee. If the facility is not disposed, DMS should implement a major renovation of this facility to correct the known deficiencies and densify the available space.

Currently, only 148,839 SF of the total 266,383 GSF is available as leasable space. If the core efficiency could be increased to 80% compared to the existing 63%, DMS could realize 64,267 SF of additional rentable space.

The major renovation and modernization should include addressing the facility components that need to be replaced, including the roof, HVAC, ceilings, plumbing and electrical systems.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	266,383	Maximum Core Building Efficiency (b/a)	63%
Rentable SF (b)	167,779	Actual Core Building Efficiency (c/a)	62%
Rented SF I	164,841	Maximum Office Efficiency (d/b)	89%
Office Rentable SF (d)	148,839	Facility Rentable SF Vacancy (1-(c/b))	2%
Office Rented SF I	148,839	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	500	Office Rented SF / FTE (e/f)	298

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$826,331	\$3.10
Fixed Capital Outlay		
Active	\$5,674,075	\$21.30
Completed FY15-16	\$1,700,270	\$6.38
Completed FY14-15	\$947,010	\$3.56
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$645,804	\$2.42
Completed FY11-12	\$249,173	\$0.94
Completed Total	\$3,542,257	\$13.30
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	3,483,394	13.08
Electrical Cost	\$272,775	\$1.02

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$704,972		\$2.65
Subsequent Needs	\$8,388,377		\$31.49
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$50,700	\$59,346	\$0.22
Building Exterior	\$29,755	\$358,240	\$1.34
Building Systems	\$641,580	\$1,116,186	\$4.19
Common Areas	\$215,890	\$1,339,545	\$5.03
Other	\$0	\$0	\$0.00
Total	\$937,925	\$2,873,317	\$10.79

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs



Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DLA	Office	11/18/1997	134,048	\$2,302,945	451	297	\$17.18	\$5,106
DEO	Office	3/1/2016	9,637	\$165,564	32	301	\$17.18	\$5,174
DLA	Conditioned Storage	12/17/1997	7,412	\$37,875	0	N/A	\$5.11	N/A
DLA	Office	11/29/2001	4,895	\$84,096	16	306	\$17.18	\$5,256
DLA	Unconditioned Storage	12/17/1997	2,552	\$8,804	0	N/A	\$3.45	N/A
DOE	NOC	3/22/1980	2,470	\$0	0	N/A	\$0.00	N/A
DMS	Unconditioned Storage	8/22/1990	1,805	\$6,227	0	N/A	\$3.45	N/A
DOE	Unconditioned Storage	2/26/1998	787	\$2,715	0	N/A	\$3.45	N/A
DOE	Conditioned Storage	2/9/1999	666	\$3,403	0	N/A	\$5.11	N/A
DMS	Office	8/22/1990	259	\$4,450	1	259	\$17.18	\$4,450
DMS	Unconditioned Storage	3/23/1998	189	\$652	0	N/A	\$3.45	N/A
DMS	Conditioned Storage	8/22/1990	121	\$618	0	N/A	\$5.11	N/A

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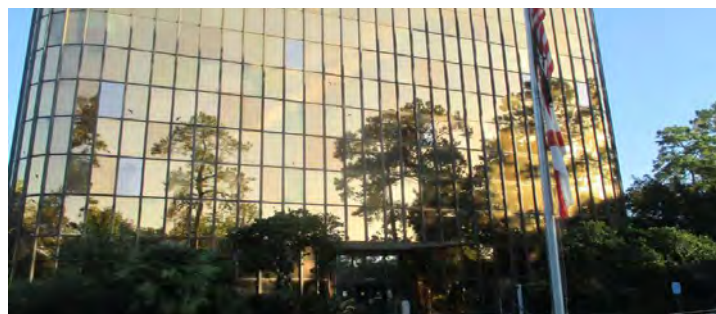


DOUGLAS BUILDING

3900 Commonwealth Boulevard | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1972	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DEP, FWCC, DMS	
Facility Metrics	Metric	Per FTE
Headcount	240	
Gross SF	126,878	529
Office Rented SF	99,469	414
Office Vacant Rentable SF	0	

*The 240 Headcount does not reflect the newly signed lease at the Douglas building

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$563,755	\$4.44
Active Fixed Capital Outlay	\$188,056	\$1.48
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$1,869,569	\$14.74
Electrical (FY15-16)	\$111,229	\$0.88
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$571,413	\$4.50
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$1,363,220	\$10.74

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Douglas facility is a multi-tenant facility on the northwest side of Leon County. The largest lessee agency is DEP, with FWCC also leasing 10,530 SF of space. While the headcount metric listed above does not include a newly signed lease at the Douglas building, the RSF per FTE ratio is high compared to other Select facilities.

This facility has \$188,056 in active FCO projects, and \$1,869,569 over the past five years, which equates to \$14.74 per GSF. The five year total per GSF is higher than 80% of the Select facilities. Looking forward, the future FCO costs are higher than 60% of the Select facilities.

The facility has a total ADA correction need of \$4,828,720, which is higher than 80% of the Select facilities. The total ADA needs are \$38.06 per GSF, which is higher than 95% of the Select facilities.

This facility is fairly energy efficient, and consumes less per GSF than 90% of the Select facilities. Additionally, the O&M outlay per GSF is \$4.44, which is less than BOMA peer averages.

Next Steps:

Savills Studley recommends that DMS work with DEP to reconfigure this facility to accommodate more FTE's (not a major renovation, use existing layout). Based on the population growth on the Northwest side of Tallahassee, this location will become a more attractive place to work going forward. Per the Leon County Repositioning Plan, this facility could become part of a regional service center, which supports multiple agency functions similar to what DMS provides in other metros throughout Florida.



DMS should continue to invest funds in the deferred maintenance for this facility. Built in 1972, there is still considerable useful life left in this facility. Some of the major items that need to be replaced that will extend the useful life of the facility include: replacing the roof membrane, windows, 10 air handling units, and the internal ceilings. Additionally, this facility has considerable ADA repair needs. Long-term, DMS must continue to address these deficiencies as well.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	126,878	Maximum Core Building Efficiency (b/a)	79%
Rentable SF (b)	99,831	Actual Core Building Efficiency (c/a)	79%
Rented SF I	99,831	Maximum Office Efficiency (d/b)	100%
Office Rentable SF (d)	99,469	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	99,469	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	240	Office Rented SF / FTE (e/f)	414

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$563,755	\$4.44
Fixed Capital Outlay		
Active	\$188,056	\$1.48
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$1,101,962	\$8.69
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$767,607	\$6.05
Completed FY11-12	\$0	\$0.00
Completed Total	\$1,869,569	\$14.74
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	1,047,644	8.26
Electrical Cost	\$111,229	\$0.88

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$571,413		\$4.50
Subsequent Needs	\$4,257,307		\$33.55
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$19,530	\$149,840	\$1.18
Building Exterior	\$102,738	\$129,732	\$1.02
Building Systems	\$5,100	\$318,499	\$2.51
Common Areas	\$579,423	\$765,149	\$6.03
Other	\$0	\$0	\$0.00
Total	\$706,790	\$1,363,220	\$10.74

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DEP	Office	12/2/1987	68,879	\$1,183,341	207	333	\$17.18	\$5,717
FWCC	Office	11/19/2012	10,530	\$180,905	32	329	\$17.18	\$5,653
DMS	Conditioned Storage	8/22/1990	362	\$1,850	0	N/A	\$5.11	N/A
DMS	Office	8/22/1990	235	\$4,037	1	235	\$17.18	\$4,037

*Excludes 19,825 RSF on the 2nd and 3rd floor recently leased by DLA



DOUGLAS WAREHOUSE

3915 Commonwealth Boulevard | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1982	
Owner	Department of Environmental Protection	
Managing Agency	DEP	
Lessee Agency	NAV	
Facility Metrics	Metric	Per FTE
Headcount	17	
Gross SF	34,800	2,047
Office Rented SF	Not Applicable	-
Office Vacant Rentable SF	0	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	NAV	NAV
Active Fixed Capital Outlay	\$0	\$0.00
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$0	\$0.00
Electrical (FY15-16)	NAV	NAV
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	NAV	NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$461,241	\$13.25

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Douglas Warehouse is a conditional storage facility that is located next to the Douglas building on the northwest side of Tallahassee. Because the facility is a warehouse and not an office facility, most of the benchmarks for space efficiency are not applicable to this facility. This facility is owned and managed by DEP.

One metric to note is the future FCO repair needs, estimated to be \$13.25 per GSF, which is higher than 85% of the Select facilities.

Next Steps:

There are considerable building deficiencies in this facility, including replacing the roof, transformers, elevator, HVAC condensing unit, and the boiler. DEP should invest in the repairs and replacement of building components (\$461,241 in unit costs, not total project costs).



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	34,800	Maximum Core Building Efficiency (b/a)	Not Applicable
Rentable SF (b)	Not Applicable	Actual Core Building Efficiency (c/a)	Not Applicable
Rented SF I	Not Applicable	Maximum Office Efficiency (d/b)	Not Applicable
Office Rentable SF (d)	Not Applicable	Facility Rentable SF Vacancy (1-(c/b))	Not Applicable
Office Rented SF I	Not Applicable	Office Rentable SF Vacancy (1-(e/d))	Not Applicable
Headcount (f)	17	Office Rented SF / FTE (e/f)	Not Applicable

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	NAV	NAV
Fixed Capital Outlay		
Active	\$0	\$0.00
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$0	\$0.00
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$0	\$0.00
Completed FY11-12	\$0	\$0.00
Completed Total	\$0	\$0.00
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	NAV	NAV
Electrical Cost	NAV	NAV

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	NAV		NAV
Subsequent Needs	NAV		NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$26,310	\$30,483	\$0.88
Building Exterior	\$97,795	\$126,091	\$3.62
Building Systems	\$70,925	\$285,067	\$8.19
Common Areas	\$7,398	\$19,600	\$0.56
Other	\$0	\$0	\$0.00
Total	\$202,428	\$461,241	\$13.25

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview Not Available

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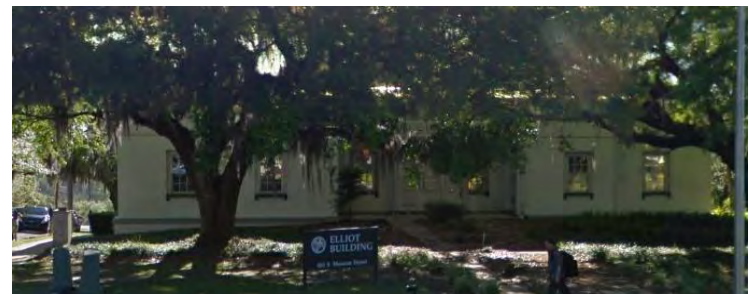
ELLIOT BUILDING

401 S. Monroe Street | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1962	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DACs, DOE, DMS	
Facility Metrics	Metric	Per FTE
Headcount	26	
Gross SF	13,888	534
Office Rented SF	7,965	306
Office Vacant Rentable SF	2,600	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$47,506	\$3.42
Active Fixed Capital Outlay	\$0	\$0.00
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$166,296	\$11.97
Electrical (FY15-16)	\$12,831	\$0.92
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$449,480	\$32.36
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$220,691	\$15.89

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

Of the Select Facilities, the Elliot is the smallest office building. The facility's current floorplan layout is fairly efficient given its size and age, with 79% of the GSF available as leasable space, which puts this facility into the top 25% of facilities analyzed. In terms of RSF/FTE, the current utilization is 306 RSF/FTE. The low utilization is largely attributable to the 24% vacancy in the building.

There are currently no active FCO projects in the facility, and only \$166,296 has been spent on the facility in the past five years. Looking forward, there is at least \$15.89 per GSF of needed FCO repairs. Additionally, there is \$865,169 in total ADA needed repairs, which is \$62.30 per GSF, by far the highest total by GSF of all facilities analyzed.

The energy consumption at the Elliot facility is relatively low, and currently utilizes less energy per GSF than 85% of the Select facilities. In terms of O&M spend, the facility is in the bottom 20% of Select facilities, with \$3.42 per GSF spent, which is well below BOMA office averages.

Next Steps:

Savills Studley has both short-term and long-term recommendations for this facility. In the short-term, DMS should focus on backfilling the vacant space if possible. If the facility could be fully occupied, DMS could realize an additional \$44,668 in annual revenue (\$17.18 X 2,600 SF).

Long-term, if the Leon County Repositioning Plan is implemented, DACs will have vacated 7,780 SF from the facility leaving it largely vacant. Once this happens, DMS could dispose this facility, but the better option, given the location's proximity to the Capitol and other downtown amenities, is holding the facility as potential swing space for Capitol



operations. Additionally, given the significant investments being made in the Washington Square development adjacent to the facility, the long-term value of the Elliot facility will increase.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	13,888	Maximum Core Building Efficiency (b/a)	79%
Rentable SF (b)	10,910	Actual Core Building Efficiency (c/a)	60%
Rented SF I	8,310	Maximum Office Efficiency (d/b)	97%
Office Rentable SF (d)	10,565	Facility Rentable SF Vacancy (1-(c/b))	24%
Office Rented SF I	7,965	Office Rentable SF Vacancy (1-(e/d))	25%
Headcount (f)	26	Office Rented SF / FTE (e/f)	306

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$47,506	\$3.42
Fixed Capital Outlay		
Active	\$0	\$0.00
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$22,570	\$1.63
Completed FY13-14	\$127,519	\$9.18
Completed FY12-13	\$12,080	\$0.87
Completed FY11-12	\$4,127	\$0.30
Completed Total	\$166,296	\$11.97
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	124,992	9.00
Electrical Cost	\$12,831	\$0.92

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$449,480		\$32.36
Subsequent Needs	\$415,689		\$29.93
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$6,015	\$15,869	\$1.14
Building Exterior	\$39,024	\$54,094	\$3.90
Building Systems	\$114,025	\$130,603	\$9.40
Common Areas	\$20,125	\$20,125	\$1.45
Other	\$0	\$0	\$0.00
Total	\$179,189	\$220,691	\$15.89

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DACS	Office	7/3/2014	7,780	\$133,660	25	311	\$17.18	\$5,346
DOE	NOC	1/1/2009	345	\$0	0	N/A	\$0.00	N/A
DMS	Office	9/1/2015	185	\$3,178	1	185	\$17.18	\$3,178



FDLE MAIN BUILDING – TALLAHASSEE

2331 Phillips Road | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1990	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	FDLE, DOE, DMS	
Facility Metrics	Metric	Per FTE
Headcount	833	
Gross SF	305,048	366
Office Rented SF	252,149	303
Office Vacant Rentable SF	0	

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$2,194,313	\$7.19
Active Fixed Capital Outlay	\$3,586,029	\$11.76
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$3,043,347	\$9.98
Electrical (FY15-16)	\$495,644	\$1.62
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$558,662	\$1.83
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$1,534,112	\$5.03

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Florida Department of Law Enforcement (FDLE) facility is primarily office space, however there is a lot of special use space in the facility. The space efficiency is 303 RSF/FTE, which is more efficient than 60% of the Select facilities. This facility has the highest core efficiency ratio of all the Select facilities, at 87%.

The FDLE building has \$3,586,029 in active FCO projects, which equates to \$11.76 per GSF and this ratio is higher than 70% of the Select facilities. Additionally, over the past five years, \$3,043,347 was spent on FCO projects, placing this facility in top 70% of Select facilities. Looking forward, the future FCO costs are projected to go down, and the cost per GSF for future FCO projects is less than 90% of the Select facilities.

The estimated ADA costs are also projected to be low, at \$5.39 per GSF, which is the lowest of all the Select facilities.

The O&M outlay is \$7.19 per GSF, which is higher than 90% of the Select facilities, but this is most likely due to the lab space in the facility.

Next Steps:

Due to the special use capacity, this facility is not a candidate to backfill other agencies into this space. FDLE does have 24,000 SF of private lease space at Fort Knox, so if this facility is densified, some of these FTE's could be backfilled into this facility.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	305,048	Maximum Core Building Efficiency (b/a)	87%
Rentable SF (b)	266,197	Actual Core Building Efficiency (c/a)	87%
Rented SF I	266,197	Maximum Office Efficiency (d/b)	95%
Office Rentable SF (d)	252,149	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	252,149	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	833	Office Rented SF / FTE (e/f)	303

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$2,194,313	\$7.19
Fixed Capital Outlay		
Active	\$3,586,029	\$11.76
Completed FY15-16	\$1,750	\$0.01
Completed FY14-15	\$238,529	\$0.78
Completed FY13-14	\$46,975	\$0.15
Completed FY12-13	\$2,166,264	\$7.10
Completed FY11-12	\$589,829	\$1.93
Completed Total	\$3,043,347	\$9.98
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	6,259,200	20.52
Electrical Cost	\$495,644	\$1.62

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$558,662		\$1.83
Subsequent Needs	\$1,085,605		\$3.56
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$540,060	\$540,923	\$1.77
Building Exterior	\$71,125	\$177,601	\$0.58
Building Systems	\$109,400	\$191,355	\$0.63
Common Areas	\$378	\$624,233	\$2.05
Other	\$0	\$0	\$0.00
Total	\$720,963	\$1,534,112	\$5.03

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
FDLE	Office	12/10/1991	251,420	\$4,319,396	830	303	\$17.18	\$5,204
FDLE	Conditioned Storage	10/15/1990	5,233	\$26,741	0	N/A	\$5.11	N/A
DOE	NOC	3/27/1991	4,847	\$0	0	N/A	\$0.00	N/A
FDLE	Unconditioned Storage	10/15/1990	3,496	\$12,061	0	N/A	\$3.45	N/A
DMS	Office	8/22/1990	729	\$12,524	3	243	\$17.18	\$4,175
DMS	Conditioned Storage	8/22/1990	472	\$2,412	0	N/A	\$5.11	N/A



FLETCHER BUILDING

101 E. Gaines Street | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1977	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DFS, DOE, DMS	
Facility Metrics	Metric	Per FTE
Headcount	521	
Gross SF	220,000	422
Office Rented SF	150,409	289
Office Vacant Rentable SF	0	

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$1,175,699	\$5.34
Active Fixed Capital Outlay	\$1,234,242	\$5.61
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$256,248	\$1.16
Electrical (FY15-16)	\$302,969	\$1.38
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$651,905	\$2.96
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$2,126,276	\$9.66

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The facility is a multi-tenant DMS facility that is primarily leased to DFS. The facility has one of the highest headcounts of the Select facilities, with 521 FTE's. Its current headcount utilization is 289 RSF/FTE, which is better than 70% of the Select facilities. The facility also has a 71% core efficiency, which is lower than 60% of the Select facilities.

The facility has \$5.61 per GSF in active FCO projects, which is higher than half of the Select facilities, but over the past five years, only \$1.16 in FCO projects has been completed in this facility. Looking forward, this facility is in the 50% range in terms of estimated FCO needs. Additionally, the facility has a large ADA repair need totaling \$6,123,764 in total repair needs, equating to \$27.83 per GSF, which is higher than 70% of the Select facilities.

The energy consumption in the facility is higher than 80% of the Select facilities. The overall O&M expenditures of \$5.34 per GSF is higher than 70% of the Select facilities, but still better than the BOMA office averages.

Next Steps:

Per the Leon County Repositioning Plan, the Fletcher building is a possible modernization/disposition candidate in the next 5-10 years, with its current occupants potentially relocating to a new downtown Tallahassee facility. If the facility is not disposed, DMS should implement a major modernization project. While the Fletcher building is relatively space efficient in comparison to other downtown Tallahassee state-owned facilities, there is room for densification to improve the space efficiency ratio to 180 SF per FTE. DFS has 195,854 SF of private leased space in Tallahassee, so spending the funds to densify the Fletcher and Larson facilities and renegotiating those leases would provide a long-term cost savings for the State.

There are considerable deferred maintenance and ADA issues in this facility that will need to be addressed, especially if there is a major densification project that would trigger all the ADA issues to be brought up to compliance.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	220,000	Maximum Core Building Efficiency (b/a)	71%
Rentable SF (b)	155,535	Actual Core Building Efficiency (c/a)	71%
Rented SF I	155,535	Maximum Office Efficiency (d/b)	97%
Office Rentable SF (d)	150,409	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	150,409	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	521	Office Rented SF / FTE (e/f)	289

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$1,175,699	\$5.34
Fixed Capital Outlay		
Active	\$1,234,242	\$5.61
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$131,414	\$0.60
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$51,942	\$0.24
Completed FY11-12	\$72,892	\$0.33
Completed Total	\$256,248	\$1.16
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	3,903,163	17.74
Electrical Cost	\$302,969	\$1.38

Potential Future Outlays (DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$651,905		\$2.96
Subsequent Needs	\$5,471,859		\$24.87
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$5,860	\$5,860	\$0.03
Building Exterior	\$237,015	\$237,015	\$1.08
Building Systems	\$265,375	\$763,863	\$3.47
Common Areas	\$991,670	\$1,119,538	\$5.09
Other	\$0	\$0	\$0.00
Total	\$1,499,920	\$2,126,276	\$9.66

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DFS	Office	11/18/1996	150,083	\$2,578,426	520	289	\$17.18	\$4,959
DOE	NOC	2/1/1990	3,629	\$0	0	N/A	\$0.00	N/A
DMS	Conditioned Storage	8/22/1990	1,497	\$7,650	0	N/A	\$5.11	N/A
DMS	Office	8/22/1990	326	\$5,601	1	326	\$17.18	\$5,601



GRAY BUILDING

500 S. Bronough Street | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1976	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DOS, DMS	
Facility Metrics	Metric	Per FTE
Headcount	253	
Gross SF	307,884	1,217
Office Rented SF	190,226	752
Office Vacant Rentable SF	0	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$1,373,560	\$4.46
Active Fixed Capital Outlay	\$4,305,736	\$13.98
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$1,466,620	\$4.76
Electrical (FY15-16)	\$285,055	\$0.93
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$1,199,250	\$3.90
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$2,939,641	\$9.55

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Gray building is a special use facility that is primarily leased to the DOS as museum space. Additionally, there is large conference space that makes many of the standard office benchmarks not applicable for this facility. While the overall headcount efficiency ratio is low, 752 RSF/FTE, this is primarily due to the special use of the facility.

A major issue faced by this facility is the ongoing FCO costs. There has been considerable structural issues with this facility, primarily with the roof, that has caused DMS to spend a significant amount of its FCO budget on this facility this year, and it is expected to continue going forward. There is currently \$13.98 per GSF in active FCO projects in this facility, which is a higher ratio than 80% of the Select facilities. Looking forward, there is an estimated \$9.55 per GSF in future FCO costs (unit replacement costs only, not a total project cost).

The facility has \$3,370,461 in immediate and future ADA needs.

The energy consumption is average in this facility compared to the Select facilities, with it falling in the 50% range of the facilities analyzed. Additionally, the overall O&M expenditures of \$4.46 per GSF is below 60% of the Select Facilities.

Next Steps:

Per the Leon County Repositioning Plan, the facility is not a disposition candidate for at least 15-20 years. Going forward, considerable funds will need to be dedicated towards ADA issues (\$3,370,461) and deferred maintenance (\$2,939,641 – unit replacement costs only, not a total project cost). Some of the major items that need to be replaced include; the roof membrane, electrical transformer, Central HVAC, plumbing distribution and air handling units. Long-term, some of the museum space could be relocated to a renovated Holland or Carlton building downtown. In the short-term, DMS should continue to focus on deferred maintenance that extends the useful life of the facility.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	307,884	Maximum Core Building Efficiency (b/a)	66%
Rentable SF (b)	201,949	Actual Core Building Efficiency (c/a)	66%
Rented SF I	201,949	Maximum Office Efficiency (d/b)	94%
Office Rentable SF (d)	190,226	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	190,226	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	253	Office Rented SF / FTE (e/f)	752

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$1,373,560	\$4.46
Fixed Capital Outlay		
Active	\$4,305,736	\$13.98
Completed FY15-16	\$32,520	\$0.11
Completed FY14-15	\$71,804	\$0.23
Completed FY13-14	\$30,462	\$0.10
Completed FY12-13	\$970,539	\$3.15
Completed FY11-12	\$361,295	\$1.17
Completed Total	\$1,466,620	\$4.76
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	3,748,365	12.17
Electrical Cost	\$285,055	\$0.93

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$1,199,250		\$3.90
Subsequent Needs	\$2,171,211		\$7.05
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$179,650	\$190,734	\$0.62
Building Exterior	\$287,613	\$678,324	\$2.20
Building Systems	\$481,620	\$1,237,279	\$4.02
Common Areas	\$757,423	\$831,404	\$2.70
Other	\$1,900	\$1,900	\$0.01
Total	\$1,708,205	\$2,939,641	\$9.55

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DOS	Office	1/1/1978	138,512	\$2,379,636	184	753	\$17.18	\$12,933
DOS	Office	7/1/2008	51,622	\$822,338	68	759	\$15.93	\$12,093
DOS	Conditioned Storage	3/1/1992	11,723	\$59,905	0	N/A	\$5.11	N/A
DMS	Office	8/22/1990	92	\$1,581	1	92	\$17.18	\$1,581



HISTORIC CAPITOL

400 S. Monroe Street | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1919	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	NAV	
Facility Metrics	Metric	Per FTE
Headcount	0	
Gross SF	55,279	-
Office Rented SF	Not Applicable	-
Office Vacant Rentable SF	0	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$434,630	\$7.86
Active Fixed Capital Outlay	\$1,468,687	\$26.57
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$1,995,952	\$36.11
Electrical (FY15-16)	\$25,343	\$0.46
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$666,559	\$12.06
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$544,681	\$9.85

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Historic Capitol is a special use facility that is managed by DMS. Built as the original Capitol building for the State of Florida, it now serves primarily as a museum. Most office benchmarks do not apply to this facility, but there are a few metrics that should be noted.

None of the facility has leased space, so the rest of the DMS pool must subsidize the expenses of this facility. There is currently \$1,468,687 in active FCO costs in the building, which equates to \$26.57 per GSF. This ratio is higher than 85% of the Select facilities. Additionally, \$36.11 per GSF has been spent in FCO projects on this facility the past 5 years, which is the highest cost ratio of all Select facilities. Looking forward, the facility has \$9.85 per GSF in future estimated FCO costs, which is higher than 50% of the Select facilities.

Additionally, the facility has \$1,084,798 in immediate and future ADA needs, which equates to \$19.63 per GSF, which is higher than 60% of the Select facilities. Also, the overall O&M outlay was \$7.86 per GSF, which is higher than 95% of the select facilities.

Next Steps:

Given its age and historical significance, the Historic Capitol will continue to require a higher level of deficiency funding than other office buildings in the DMS pool. Some of the major building deficiencies that need to be corrected include: painting the exterior walls, replacing 10 air handling units and replacing elevator equipment.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	55,279	Maximum Core Building Efficiency (b/a)	Not Applicable
Rentable SF (b)	Not Applicable	Actual Core Building Efficiency (c/a)	Not Applicable
Rented SF I	Not Applicable	Maximum Office Efficiency (d/b)	Not Applicable
Office Rentable SF (d)	Not Applicable	Facility Rentable SF Vacancy (1-(c/b))	Not Applicable
Office Rented SF I	Not Applicable	Office Rentable SF Vacancy (1-(e/d))	Not Applicable
Headcount (f)	0	Office Rented SF / FTE (e/f)	Not Applicable

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$434,630	\$7.86
Fixed Capital Outlay		
Active	\$1,468,687	\$26.57
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$859,095	\$15.54
Completed FY13-14	\$9,806	\$0.18
Completed FY12-13	\$0	\$0.00
Completed FY11-12	\$1,127,051	\$20.39
Completed Total	\$1,995,952	\$36.11
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	302,247	5.47
Electrical Cost	\$25,343	\$0.46

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$666,559		\$12.06
Subsequent Needs	\$418,239		\$7.57
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$0	\$4,866	\$0.09
Building Exterior	\$0	\$170,489	\$3.08
Building Systems	\$28,200	\$93,694	\$1.69
Common Areas	\$159,705	\$275,633	\$4.99
Other	\$0	\$0	\$0.00
Total	\$187,905	\$544,681	\$9.85

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview Not Available

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HOLLAND BUILDING

600 S. Calhoun Street | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1949	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DACs, JUDICIAL, DOC, DEO, DMS	
Facility Metrics	Metric	Per FTE
Headcount	99	
Gross SF	108,881	1,100
Office Rented SF	46,857	473
Office Vacant Rentable SF	0	

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$259,974	\$2.39
Active Fixed Capital Outlay	\$501,875	\$4.61
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$3,643,332	\$33.46
Electrical (FY15-16)	\$59,754	\$0.55
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$748,177	\$6.87
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$959,235	\$8.81

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Holland building has one of the smallest footprints in the downtown corridor, with 108,881 GSF. Of that total, only 53,318 SF is leasable space. Additionally, with only an estimated 99 FTE's in the facility, the average RSF/FTE is 473 SF, which puts the facility in the bottom 25% of facilities analyzed. Additionally, the current core efficiency is 49%, which makes it the least efficient office space analyzed in terms of utilization potential. Given the space that is currently 100% occupied, there is little room for improvement under current conditions.

There is currently \$501,875 in active FCO projects, with \$3,643,332 in completed projects over the last five years. The five year FCO total equates to \$33.46 per GSF. Based on headcount, DMS spent \$36,801 per FTE on FCO projects at this facility over the past five years, by far the highest total of the Select facilities.

The building has \$748,177 in immediate ADA needs and \$2,999,720 in future ADA needs, placing the facility in the top 75% of those analyzed, and based on GSF, puts it above 80%.

In regards to O&M expenditures, the total cost per GSF is low at \$2.39 per GSF, which is better than 90% of the facilities analyzed.

Next Steps:

Per the Leon County Repositioning Plan, Savills Studley recommends a major renovation and modernization of the facility within the next five years. While the shell of the building is primarily reinforced cast-in-place concrete which has not reached the end of its useful life, the interior of the facility needs a major upgrade, both in design and to repair existing known deficiencies. DMS should perform a major gut and replace of the interior of the building to increase the



density to 180 SF per FTE. This major renovation would be costly, but cheaper than demolishing the facility and building a new one.

If this option is not pursued, given the facility's location close to the Capitol and other downtown amenities, there could be other entities, both public and private that may be interested in the facility or the land beneath it.

Short-term, the major deficiencies that need to be replaced include the roof, windows, 5 air handling units and plumbing.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	108,881	Maximum Core Building Efficiency (b/a)	49%
Rentable SF (b)	53,318	Actual Core Building Efficiency (c/a)	49%
Rented SF I	53,318	Maximum Office Efficiency (d/b)	88%
Office Rentable SF (d)	46,857	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	46,857	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	99	Office Rented SF / FTE (e/f)	473

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$259,974	\$2.39
Fixed Capital Outlay		
Active	\$501,875	\$4.61
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$1,012,052	\$9.30
Completed FY13-14	\$199,008	\$1.83
Completed FY12-13	\$1,203,114	\$11.05
Completed FY11-12	\$1,229,158	\$11.29
Completed Total	\$3,643,332	\$33.46
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	585,115	5.37
Electrical Cost	\$59,754	\$0.55

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$748,177		\$6.87
Subsequent Needs	\$2,999,720		\$27.55
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$108,350	\$110,038	\$1.01
Building Exterior	\$347,200	\$696,314	\$6.40
Building Systems	\$37,550	\$37,550	\$0.34
Common Areas	\$108,010	\$115,333	\$1.06
Other	\$0	\$0	\$0.00
Total	\$601,110	\$959,235	\$8.81

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DACS	Office	8/5/2008	25,981	\$446,354	73	356	\$17.18	\$6,114
JUDICIAL	Office	2/4/2004	4,152	\$71,331	12	346	\$17.18	\$5,944
DOC	Office	1/4/2016	3,454	\$59,340	10	345	\$17.18	\$5,934
DEO	Office	4/30/1999	1,611	\$27,677	4	403	\$17.18	\$6,919
DMS	Conditioned Storage	8/22/1990	366	\$1,870	0	N/A	\$5.11	N/A



Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DMS	Unconditioned Storage	8/22/1990	222	\$766	0	N/A	\$3.45	N/A
DACS	Conditioned Storage	9/1/2015	197	\$1,007	0	N/A	\$5.11	N/A
JUDICIAL	Conditioned Storage	7/2/2008	127	\$649	0	N/A	\$5.11	N/A
JUDICIAL	Conditioned Storage	12/20/2006	98	\$501	0	N/A	\$5.11	N/A

*Excludes 9,830 RSF lease on 3rd floor that DOC recently leased and 7,280 RSF non-leasable space in the basement

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HOUSE OFFICE BUILDING

400 S. Monroe Street | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1973	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	LEGIS	
Facility Metrics	Metric	Per FTE
Headcount	NAV	
Gross SF	108,106	-
Office Rented SF	69,157	-
Office Vacant Rentable SF	0	

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$487,452	\$4.51
Active Fixed Capital Outlay	\$5,249,577	\$48.56
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$59,878	\$0.55
Electrical (FY15-16)	\$238,425	\$2.21
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$1,000,969	\$9.26
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$1,187,121	\$10.98

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The House Office building is managed by DMS and the Legislature is the primary tenant. Headcount information for the legislature is tracked outside of PeopleFirst and as such, a headcount utilization analysis was not provided for this facility. The core efficiency ratio for this facility is 64%, which is lower than 80% of the Select facilities.

There is currently \$5,249,577 in active FCO projects in this facility, which is higher than 90% of the Select facilities. Looking forward, the future FCO cost need is higher than 75% of the Select facilities. Additionally, there is \$2,576,380 in immediate and future ADA repairs, which equates to \$23.83 per GSF, placing this facility in the 50 range of Select facilities.

The facility has the second highest energy consumption ratio per GSF. On a positive note, the facility's O&M outlay per GSF is \$4.51, which is lower than BOMA office averages.

Next Steps:

Because this facility is a long-term hold for the State, every effort should be made to focus on building deficiencies that reduce ongoing O&M costs and extend the useful life of the building. Some of the major building deficiencies in this building include: replacing the roof membrane, window security screens, common area carpets and interior ceiling replacements.

Because of the special use space in the House Office building, typical densification strategies are not applicable for this facility.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	108,106	Maximum Core Building Efficiency (b/a)	64%
Rentable SF (b)	69,157	Actual Core Building Efficiency (c/a)	64%
Rented SF I	69,157	Maximum Office Efficiency (d/b)	100%
Office Rentable SF (d)	69,157	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	69,157	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	NAV	Office Rented SF / FTE (e/f)	NAV

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$487,452	\$4.51
Fixed Capital Outlay		
Active	\$5,249,577	\$48.56
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$50,378	\$0.47
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$0	\$0.00
Completed FY11-12	\$9,500	\$0.09
Completed Total	\$59,878	\$0.55
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	3,072,048	28.42
Electrical Cost	\$238,425	\$2.21

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$1,000,969		\$9.26
Subsequent Needs	\$1,575,411		\$14.57
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$40,686	\$46,893	\$0.43
Building Exterior	\$316,354	\$354,357	\$3.28
Building Systems	\$0	\$118,014	\$1.09
Common Areas	\$46,250	\$667,857	\$6.18
Other	\$0	\$0	\$0.00
Total	\$403,290	\$1,187,121	\$10.98

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
LEGIS	Office	7/30/1982	69,157	\$1,101,671	0	N/A	\$15.93	N/A



KIRKMAN BUILDING

2900 Apalachee Parkway | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1958	
Owner	Board of Trustees	
Managing Agency	HSMV	
Lessee Agency	HSMV	
Facility Metrics*	Metric	Per FTE
Headcount	1,031	
Gross SF	380,836	369
Office Rented SF	316,500	307
Office Vacant Rentable SF	0	

*RSF provided by HSMV

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	NAV	NAV
Active Fixed Capital Outlay	NAV	NAV
Completed (FY11-12 to FY15-16) Fixed Capital Outlay*	\$12,254,931	\$32.18
Electrical (FY15-16)*	\$490,785	\$1.29
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	NAV	NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$3,074,270	\$8.07

*Provided by HSMV

**Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Kirkman building, originally built in 1958, is the third largest building of the Select facilities, at 380,836 GSF. Only the Capitol and Turlington buildings are larger. The current occupancy efficiency is relatively high at 307 RSF per FTE.

The HSMV has spent \$12,254,931 on capital improvement projects over the past five years on the Kirkman building, which equates to \$32.18 per GSF. This total cost is significantly higher than all other Select facilities, with the second place facility being the Burns building, which had \$7,112,857 in capital improvement projects over the same time period.

Looking forward, the facility has an additional estimated capital deficiency need of \$3,074,270 (note: this estimate is unit costs only, does not include all project costs), which is higher than 90% of the Select facilities.

Overall the electric costs are in line with BOMA averages for an office facility of this size.

Next Steps:

The Kirkman building is an aging facility that continues to have above average deferred maintenance needs. It is recommended that considerable investment be made not only to just improve known deficiencies, but renovate the internal areas to densify the building. While HSMV does not currently have any private leases in Leon County, there are other law enforcement agencies that do, such as FDLE and DOC that could potentially backfill this space. Theoretically, if the space could be densified from 307 RSF/FTE to 200 RSF/FTE, then an additional 551 FTE's could



be located in this facility. If HSMV plans to stay in the facility for another 20-30 years, this analysis should be further explored.

Facility Metrics (Solaris and DMS Data)

Building Measures*	Metric	Efficiency Ratios	Ratio
Gross SF (a)	380,836	Maximum Core Building Efficiency (b/a)	83%
Rentable SF (b)	316,500	Actual Core Building Efficiency (c/a)	83%
Rented SF I	316,500	Maximum Office Efficiency (d/b)	100%
Office Rentable SF (d)	316,500	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	316,500	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	1,031	Office Rented SF / FTE (e/f)	307

*RSF provided by HSMV

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	NAV	NAV
Fixed Capital Outlay*		
Active	NAV	NAV
Completed FY15-16	\$3,581,500	\$9.40
Completed FY14-15	\$2,517,555	\$6.61
Completed FY13-14	\$3,198,321	\$8.40
Completed FY12-13	\$2,822,555	\$7.41
Completed FY11-12	\$135,000	\$0.35
Completed Total	\$12,254,931	\$32.18
Electrical Consumption and Cost (FY15-16)*		
Energy Consumption (kWh)	NAV	NAV
Electrical Cost	\$490,785	\$1.29

*Provided by HSMV

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	NAV		NAV
Subsequent Needs	NAV		NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$1,975	\$237,134	\$0.62
Building Exterior	\$766,350	\$1,086,456	\$2.85
Building Systems	\$397,300	\$486,448	\$1.28
Common Areas	\$933,300	\$1,264,232	\$3.32
Other	\$0	\$0	\$0.00
Total	\$2,098,925	\$3,074,270	\$8.07

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview Not Available



KNOTT BUILDING

111 W. Saint Augustine Street | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1940, 2007	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	LEGIS, EOG	
Facility Metrics	Metric	Per FTE
Headcount	42	
Gross SF	111,212	2,648
Office Rented SF	73,352	1,746
Office Vacant Rentable SF	0	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$481,535	\$4.33
Active Fixed Capital Outlay	\$868,343	\$7.81
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$7,174	\$0.06
Electrical (FY15-16)	\$69,282	\$0.62
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$686,174	\$6.17
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$733,373	\$6.59

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Knott building is managed by DMS and leased to the EOG and the Legislature. While this facility was originally built in 1940, there was a major renovation completed in 2007. While the facility is primarily used for office space, there are large committee rooms that skew the utilization and space efficiency metrics for this facility. Overall, only 66% of the GSF of the facility is available as rentable space which is less than 60% of the Select facilities.

There is currently \$868,343 in active FCO projects in this facility, equating to \$7.81 per GSF. Prior to this current fiscal year, only \$7,174 was spent on FCO projects, which is the second lowest amount of the Select facilities. Looking forward, this facility has lower FCO needs than 70% of the select facilities. However, there is a relatively high ADA correction need, with \$2,985,534 in immediate and subsequent needs. The ADA correction need equates to \$26.85 per GSF, which is higher than 50% of the Select facilities.

The O&M outlay for this facility is relatively low, at \$4.33 per GSF, which is well below BOMA office averages.

Next Steps:

As this facility is a long-term hold and a major renovation was completed in 2007, it is recommended DMS only focus on ADA repairs (\$2,985,534 total) and capital improvements (\$733,373 – unit replacement costs, does not include all project costs). Some of the major building deficiencies include: replacing the roof membrane, painting the exterior walls, replacing two air handling units and replace the common area carpets.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	111,212	Maximum Core Building Efficiency (b/a)	66%
Rentable SF (b)	73,352	Actual Core Building Efficiency (c/a)	66%
Rented SF I	73,352	Maximum Office Efficiency (d/b)	100%
Office Rentable SF (d)	73,352	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	73,352	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	42	Office Rented SF / FTE (e/f)	1,746

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$481,535	\$4.33
Fixed Capital Outlay		
Active	\$868,343	\$7.81
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$0	\$0.00
Completed FY13-14	\$2,174	\$0.02
Completed FY12-13	\$0	\$0.00
Completed FY11-12	\$5,000	\$0.04
Completed Total	\$7,174	\$0.06
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	1,022,513	9.19
Electrical Cost	\$69,282	\$0.62

Potential Future Outlays (DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$686,174		\$6.17
Subsequent Needs	\$2,299,360		\$20.68
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$0	\$865	\$0.01
Building Exterior	\$101,075	\$455,865	\$4.10
Building Systems	\$0	\$8,258	\$0.07
Common Areas	\$23,088	\$268,385	\$2.41
Other	\$0	\$0	\$0.00
Total	\$124,163	\$733,373	\$6.59

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
LEGIS	Office	10/8/1998	37,424	\$596,164	22	1701	\$15.93	\$27,098
EOG	Office	8/5/1998	21,072	\$362,017	12	1756	\$17.18	\$30,168
LEGIS	Office	2/15/1999	12,587	\$200,511	7	1798	\$15.93	\$28,644
LEGIS	Office	1/11/2011	2,269	\$36,145	1	2269	\$15.93	\$36,145



LARSON BUILDING

200 E. Gaines Street | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1968	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DFS, DOE, DMS	
Facility Metrics	Metric	Per FTE
Headcount	540	
Gross SF	226,648	420
Office Rented SF	177,934	330
Office Vacant Rentable SF	0	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$887,472	\$3.92
Active Fixed Capital Outlay	\$2,240,037	\$9.88
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$417,232	\$1.84
Electrical (FY15-16)	\$351,897	\$1.55
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$631,981	\$2.79
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$2,078,391	\$9.17

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Larson building is a multi-tenanted DMS managed facility with DFS as the primary tenant. There is an estimated 540 FTEs in this facility, which is more than 75% of the Select facilities. The facility has one of the highest core efficiencies with 81% of the GSF available as rentable space. The headcount utilization is low, with 330 SF/FTE and lower than 60% of the Select facilities.

There is currently \$2,240,037 in active FCO projects in this facility, which equates to \$9.88 per GSF. While the current year FCO projects is rather large, over the past five years only \$417,232 has been spent on FCO projects in this facility, which equates to \$1.84 per GSF. The five year FCO cost per GSF is lower than 80% of the Select facilities.

Looking forward, the Larson facility has a relatively high future FCO need, with over \$9.17 per GSF and higher than 60% of the Select facilities. Additionally, this facility has \$3,398,992 in immediate and future repairs. While the total ADA amount is significant, given the size of the building, the total cost per GSF is \$15.00 per GSF, which is less than 70% of the Select facilities.

The O&M expenditures for the last fiscal year was \$3.92 per GSF, well below BOMA office averages.

Next Steps:

The Larson building has considerable opportunity for densification. Per the Leon County Repositioning Plan, the Larson is a potential disposition or modernization candidate over the next 5-10 years. In the Repositioning Plan, the current employees would be relocated to the new DMS facility in downtown Tallahassee.



If the facility is not disposed, DMS should implement a major renovation and modernization project in the facility. The space efficiency ratio of 330 SF per FTE is largely due to mostly private offices in the facility. Because the core efficiency is so high and there is no vacant space, DMS and DFS should review specific sections of the facility and business units that would be applicable to an open office layout to further densify the facility.

DFS currently leases 195,854 SF in privately owned office space, so backfilling the Larson with employees from private facilities would reduce overall costs to the State. Long-term, there is significant ADA issues in this facility that will need to be addressed if a major renovation were to take place. Additionally, there is \$2,078,391 in identified building deficiencies (unit replacement costs, does not include total project costs) that need to be corrected. Some of the major building deficiencies include: replacing the elevators, 2 chillers, and 21 air handling units and replacing 23 transformers.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	226,648	Maximum Core Building Efficiency (b/a)	81%
Rentable SF (b)	183,547	Actual Core Building Efficiency (c/a)	81%
Rented SF I	183,547	Maximum Office Efficiency (d/b)	97%
Office Rentable SF (d)	177,934	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	177,934	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	540	Office Rented SF / FTE (e/f)	330

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$887,472	\$3.92
Fixed Capital Outlay		
Active	\$2,240,037	\$9.88
Completed FY15-16	\$2,500	\$0.01
Completed FY14-15	\$29,172	\$0.13
Completed FY13-14	\$256,852	\$1.13
Completed FY12-13	\$69,862	\$0.31
Completed FY11-12	\$58,846	\$0.26
Completed Total	\$417,232	\$1.84
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	4,503,113	19.87
Electrical Cost	\$351,897	\$1.55

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$631,981		\$2.79
Subsequent Needs	\$2,767,010		\$12.21
Ten Year Unit Cost Reserve (Data From GLE FCA)			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$68,738	\$75,723	\$0.33
Building Exterior	\$44,682	\$62,797	\$0.28
Building Systems	\$612,500	\$612,500	\$2.70
Common Areas	\$724,375	\$1,327,371	\$5.86
Other	\$0	\$0	\$0.00
Total*	\$1,450,295	\$2,078,391	\$9.17

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DFS	Office	12/14/1992	177,841	\$3,055,308	539	330	\$17.18	\$5,668
DOE	NOC	12/14/1992	5,057	\$0	0	N/A	\$0.00	N/A
DMS	Conditioned Storage	8/22/1990	556	\$2,841	0	N/A	\$5.11	N/A



Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DMS	Office	8/22/1990	93	\$1,598	1	93	\$17.18	\$1,598

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MAYO BUILDING

407 S. Calhoun St. | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1937	
Owner	Department of Agriculture And Consumer Services	
Managing Agency	DACs	
Lessee Agency	NAV	
Facility Metrics*	Metric	Per FTE
Headcount	260	
Gross SF	96,131	370
Office Rented SF	69,318	267
Office Vacant Rentable SF	0	

*All RSF estimated based on average ratio of RSF to GSF in subset of DMS owned facilities; Gross SF and Headcount provided by DACs



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$578,300	\$6.02
Active Fixed Capital Outlay	NAV	NAV
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	NAV	NAV
Electrical (FY15-16)	\$190,855	\$1.99
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	NAV	NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)**	\$3,780,968	\$39.33

*O&M Outlay and Electrical provided by DACs; O&M Outlay is FY(14-15)

**Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The facility was built in three stages, starting in 1937 with major additions in 1954 and 1965. At 96,131 GSF, the facility is one of the smallest of the Select facilities. With 76% core building efficiency, the available RSF is better than 60% of the Select facilities.

Mayo has the second highest known building deficiency costs (\$3,780,968 – unit replacement cost only, does not include all project costs), behind only the Capitol building. With a building deficiency cost of \$39.33 per GSF, this is significantly higher than the third highest facility (Burns Building) which is only \$15.10 per GSF.

The FY 15/16 O&M expenses of \$6.02 is lower than the BOMA office average.

Next Steps:

Mayo is nearing the end of its useful and economic life. The DACs should begin preparing for its long-term options regarding where to house its employees going forward. Per the Leon County Repositioning Plan, one potential option is to build a new facility on DACs owned land on Capital Circle and Conner Blvd. The 107 acre site could accommodate a new facility that could replace the Mayo building, as well as accommodate the FTEs that are currently located in 49,164 SF of space in the Terry Rhodes building on Apalachee Parkway. Removing this lease would save the DACs an estimated \$816,000 per year in lease expenses.

Additionally, DACs should also investigate the possibility of a Public-Private Partnership (P3) for future redevelopment of the Mayo location. Due to the economic development that is currently taking place around that facility (Washington



Square development), and its proximity to the Capitol and Cascades Park, there could be multiple entities that have an interest in this location. Savills Studley recommends pursuing a RFI that measures the interest of the private sector in the location for redevelopment purposes.

In the short-term, DACS should only pursue critical capital improvements that can extend the life of the facility until the new facility is built in October 2020.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	96,131	Maximum Core Building Efficiency (b/a)	76%
Rentable SF (b)	72,688	Actual Core Building Efficiency (c/a)	76%
Rented SF I	72,688	Maximum Office Efficiency (d/b)	95%
Office Rentable SF (d)	69,318	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	69,318	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	260	Office Rented SF / FTE (e/f)	267

*All RSF estimated based on average ratio of RSF to GSF in subset of DMS owned facilities; Headcount provided by DACS

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)*	\$578,300	\$6.02
Fixed Capital Outlay		
Active	NAV	NAV
Completed FY15-16	NAV	NAV
Completed FY14-15	NAV	NAV
Completed FY13-14	NAV	NAV
Completed FY12-13	NAV	NAV
Completed FY11-12	NAV	NAV
Completed Total	NAV	NAV
Electrical Consumption and Cost (FY15-16)*		
Energy Consumption (kWh)	2,248,740	23.39
Electrical Cost	\$190,855	\$1.99

*O&M Outlay and Electrical provided by DACS; O&M Outlay is FY(14-15)

Lease Overview Not Available

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	NAV		NAV
Subsequent Needs	NAV		NAV
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$0	\$13,835	\$0.14
Building Exterior	\$2,594,775	\$2,595,444	\$27.00
Building Systems	\$815,720	\$889,439	\$9.25
Common Areas	\$122,865	\$282,250	\$2.94
Other	\$0	\$0	\$0.00
Total	\$3,533,360	\$3,780,968	\$39.33

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs



OPCON – BUILDING F

500 S. Martin Luther King Boulevard | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1977	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DMS	
Facility Metrics	Metric	Per FTE
Headcount	7	
Gross SF	6,070	867
Office Rented SF	1,375	196
Office Vacant Rentable SF	0	

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)

Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$621,828	\$102.44
Active Fixed Capital Outlay	\$1,580,750	\$260.42
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$41,936	\$6.91
Electrical (FY15-16)	\$5,972	\$0.98
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$185,291	\$30.53
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$58,040	\$9.56

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The OPCON facility serves as the central building control facility for all DMS facilities, both in Tallahassee and DMS regional facilities. At only 6,070 GSF, this is the smallest of the Select facilities. Due to the special use of the facility, most of the benchmarks used to analyze the Select facilities are not applicable to this facility. Additionally, while 26% of the facility is considered RSF, DMS leases this space to themselves, so it is not a revenue generating facility.

The facility has the highest active FCO projects of the Select facilities, when calculated on a GSF basis. The \$1,580,750 in active FCO projects equates to \$260.42 per GSF. To put that number in perspective, the second highest FCO cost per GSF of the Select facilities is the House Office building, with \$48.56 in FCO projects. It is possible that most of the FCO items have been deferred for some time, because over the past five years only \$41,936 has been spent on this facility.

The facility also has one of the highest ADA expense ratios with \$37.69 per GSF, which is higher than 90% of the Select facilities. While the cost per GSF is high, the overall cost is relatively low due to the small GSF of the facility, with a total of \$228,804 in immediate and subsequent needs.

Additionally, the O&M costs are an outlier due to its special purpose use. Because all of the FTEs in the facility are DMS employees, they are captured in the O&M expenditures, which skews the overall number.

Next Steps:

Due to the unique design and purpose of this facility, DMS should continue to invest in the facility through capital improvement projects, and correct the ADA deficiencies when funds are available. Because this facility is not a public-facing facility, other DMS facilities should take a higher priority for ADA deficiency repairs.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	6,070	Maximum Core Building Efficiency (b/a)	26%
Rentable SF (b)	1,590	Actual Core Building Efficiency (c/a)	26%
Rented SF I	1,590	Maximum Office Efficiency (d/b)	86%
Office Rentable SF (d)	1,375	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	1,375	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	7	Office Rented SF / FTE (e/f)	196

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$621,828	\$102.44
Fixed Capital Outlay		
Active	\$1,580,750	\$260.42
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$31,130	\$5.13
Completed FY13-14	\$10,806	\$1.78
Completed FY12-13	\$0	\$0.00
Completed FY11-12	\$0	\$0.00
Completed Total	\$41,936	\$6.91
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	55,501	9.14
Electrical Cost	\$5,972	\$0.98

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$185,291		\$30.53
Subsequent Needs	\$43,513		\$7.17
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$0	\$2,431	\$0.40
Building Exterior	\$8,450	\$10,126	\$1.67
Building Systems	\$14,500	\$27,377	\$4.51
Common Areas	\$6,480	\$18,106	\$2.98
Other	\$0	\$0	\$0.00
Total	\$29,430	\$58,040	\$9.56

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DMS	Office	8/22/1990	1,375	\$23,623	7	196	\$17.18	\$3,375
DMS	Conditioned Storage	8/22/1990	215	\$1,099	0	N/A	\$5.11	N/A



PEPPER BUILDING

111 W. Madison Street | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1989	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	AG, LEGIS, EFS, DOE, DMS	
Facility Metrics	Metric	Per FTE
Headcount	NAV	
Gross SF	211,158	NAV
Office Rented SF	143,124	NAV
Office Vacant Rentable SF	4,425	

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$1,422,425	\$6.74
Active Fixed Capital Outlay	\$604,401	\$2.86
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$1,165,109	\$5.52
Electrical (FY15-16)	\$277,924	\$1.32
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$858,235	\$4.06
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$2,174,802	\$10.30

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Pepper facility is a multi-tenanted facility managed by DMS. Built in 1989, this facility is one of the youngest of the Select facilities. Approximately 75% of the GSF is available as RSF, which is better than 50% of the select facilities.

There is currently \$604,401 in active FCO projects in this facility, which equates to \$2.86 per GSF. Additionally, over the past five years \$1,165,109 in FCO projects have been completed in this facility, which is higher than half the Select facilities. Looking forward, this facility's future FCO expenses is in the top 70% of the facilities analyzed.

The Pepper building has a total of \$4,244,954 in immediate and future ADA needs, which equates to \$20.10 per GSF, which is higher than 50% of the Select facilities.

The total O&M expenses in this facility was \$1,422,425 for fiscal year 2015-2016, which equates to \$6.74 per GSF. This amount is higher than 85% of the Select facilities.

Additionally, because most of the employees in this facility are not in the PeopleFirst system, employee information was not provided for this facility for this Study.



Next Steps:

DMS should continue to invest in the \$4,244,954 ADA backlog and \$2,174,802 (unit costs only, not all project costs) in this facility over the next 10 years.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	211,158	Maximum Core Building Efficiency (b/a)	75%
Rentable SF (b)	157,440	Actual Core Building Efficiency (c/a)	72%
Rented SF I	153,015	Maximum Office Efficiency (d/b)	94%
Office Rentable SF (d)	147,549	Facility Rentable SF Vacancy (1-(c/b))	3%
Office Rented SF I	143,124	Office Rentable SF Vacancy (1-(e/d))	3%
Headcount (f)	NAV	Office Rented SF / FTE (e/f)	NAV

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$1,422,425	\$6.74
Fixed Capital Outlay		
Active	\$604,401	\$2.86
Completed FY15-16	\$0	\$0.00
Completed FY14-15	\$0	\$0.00
Completed FY13-14	\$0	\$0.00
Completed FY12-13	\$0	\$0.00
Completed FY11-12	\$1,165,109	\$5.52
Completed Total	\$1,165,109	\$5.52
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	3,508,909	16.62
Electrical Cost	\$277,924	\$1.32

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$858,235		\$4.06
Subsequent Needs	\$3,386,719		\$16.04
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$6,500	\$6,500	\$0.03
Building Exterior	\$337,500	\$353,100	\$1.67
Building Systems	\$194,600	\$221,123	\$1.05
Common Areas	\$782,825	\$1,594,080	\$7.55
Other	\$0	\$0	\$0.00
Total	\$1,321,425	\$2,174,802	\$10.30

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

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Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
AG	Office	6/19/1989	54,580	\$937,684	23	2373	\$17.18	\$40,769
LEGIS	Office	5/9/1989	44,873	\$770,918	19	2362	\$17.18	\$40,575
LEGIS	Office	2/18/2000	16,030	\$275,395	7	2290	\$17.18	\$39,342
DFS	Office	9/28/2005	15,855	\$272,389	6	2643	\$17.18	\$45,398
LEGIS	Conditioned Storage	7/8/2004	6,232	\$31,846	0	N/A	\$5.11	N/A
LEGIS	Office	5/19/1998	5,424	\$93,184	2	2712	\$17.18	\$46,592
DOE	NOC	3/10/1989	2,781	\$0	0	N/A	\$0.00	N/A
LEGIS	Office	1/12/2001	1,305	\$22,420	1	1305	\$17.18	\$22,420
DMS	Conditioned Storage	8/22/1990	878	\$4,487	0	N/A	\$5.11	N/A
DMS	Office	8/22/1990	573	\$9,844	1	573	\$17.18	\$9,844

*Excludes 4,484 SF lease in Basement that has been recently leased



SENATE OFFICE BUILDING

400 S. Monroe Street | Tallahassee, FL

Facility Overview

Facility Highlights



Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1973	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	LEGIS	
Facility Metrics	Metric	Per FTE
Headcount	NAV	
Gross SF	107,552	-
Office Rented SF	65,734	-
Office Vacant Rentable SF	0	

Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$484,954	\$4.51
Active Fixed Capital Outlay	NAV	NAV
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	NAV	NAV
Electrical (FY15-16)	\$238,425	\$2.22
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$1,466,547	\$13.64
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$1,313,194	\$12.21

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Senate Office Building is a single tenant facility that is managed by DMS. Because this facility has special use purposes (large committee rooms and corridors) the building core efficiency ratio is lower than most facilities at 61%. As such, DMS does not collect rent for approximately 39% of the facility.

There are currently no FCO projects in the Senate Office Building, and no FCO projects have been completed in this facility in the past five years. Looking forward, the facility has a significant need for ADA repairs, with approximately \$2,978,840 in immediate and subsequent repairs. The ADA repairs of \$27.70 per GSF is higher than 65% of the Select facilities.

The O&M expenditures was \$484,954 for fiscal year 2015-16, which equates to \$4.51 per GSF, was lower than 50% of the Select facilities.

Next Steps:

Because this facility is a long-term hold for the State, every effort should be made to focus on building deficiencies that reduce ongoing O&M costs and extend the useful life of the building. Some of the major building deficiencies in this building include: replacing the roof membrane, 4 chillers, common area carpets, and ceilings.

Because of the special use space in the Senate Office building, typical densification strategies are not applicable for this facility.



Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	107,552	Maximum Core Building Efficiency (b/a)	61%
Rentable SF (b)	65,734	Actual Core Building Efficiency (c/a)	61%
Rented SF I	65,734	Maximum Office Efficiency (d/b)	100%
Office Rentable SF (d)	65,734	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	65,734	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	NAV	Office Rented SF / FTE (e/f)	NAV

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$484,954	\$4.51
Fixed Capital Outlay		
Active	NAV	NAV
Completed FY15-16	NAV	NAV
Completed FY14-15	NAV	NAV
Completed FY13-14	NAV	NAV
Completed FY12-13	NAV	NAV
Completed FY11-12	NAV	NAV
Completed Total	NAV	NAV
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	3,072,048	28.56
Electrical Cost	\$238,425	\$2.22

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$1,466,547		\$13.64
Subsequent Needs	\$1,512,292		\$14.06
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$22,215	\$28,422	\$0.26
Building Exterior	\$323,804	\$361,807	\$3.36
Building Systems	\$3,490	\$459,691	\$4.27
Common Areas	\$50,226	\$463,274	\$4.31
Other	\$0	\$0	\$0.00
Total	\$399,735	\$1,313,194	\$12.21

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
LEGIS	Office	7/30/1982	65,734	\$1,047,143	0	N/A	\$15.93	N/A



TURLINGTON BUILDING

325 W. Gaines Street | Tallahassee, FL

Facility Overview

Facility Highlights

Facility Information and Metrics (Solaris & DMS Data)		
Year Built	1989	
Owner	Board of Trustees	
Managing Agency	DMS	
Lessee Agency	DOE, DMS	
Facility Metrics	Metric	Per FTE
Headcount	946	
Gross SF	439,942	465
Office Rented SF	307,125	325
Office Vacant Rentable SF	0	



Historic and Potential Future Outlay Estimates (DMS Data Unless Otherwise Noted)		
Historic Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$2,448,105	\$5.56
Active Fixed Capital Outlay	\$1,701,437	\$3.87
Completed (FY11-12 to FY15-16) Fixed Capital Outlay	\$1,420,093	\$3.23
Electrical (FY15-16)	\$461,274	\$1.05
Potential Future Outlay Category	Estimate	Per GSF
ADA Immediate Needs	\$126,715	\$0.29
Ten Year Unit Cost Reserve (Data From GLE FCA)*	\$1,803,687	\$4.10

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Observations:

The Turlington facility is the second largest of the Select facilities with 439,942 GSF. This facility is primarily leased to DOE and is managed by DMS. Turlington has a 73% core efficiency and the 325 RSF/FTE ratio is lower than 50% of the Select facilities.

There is currently \$1,701,437 in active FCO projects in the facility, equating to \$3.87 per GSF. Over the past five years, \$1,420,093 in FCO projects have been completed, which is relatively low given its large footprint. Looking forward, this facility is in the top 40% of facilities with future FCO needs.

Turlington has the lowest immediate ADA needs with \$126,715, but one of the highest ADA subsequent needs with \$7,597,324. This total amount is higher than 90% of the Select facilities.

The total O&M expenditures for FY 2015-16 was \$2,448,105, which equates to \$5.56 per GSF, which is lower than BOMA office averages.

Next Steps:

DMS and DOE should work together to identify space that could be densified. At 325 RSF per FTE, there is considerable room for space efficiency improvements. DOE has 29,199 RSF of private lease space in Tallahassee, and some of the employees located in private leased space could be backfilled into the Turlington building when those leases expire in 2018 and 2019.

Additionally, DMS should continue to focus on the deferred maintenance for this facility, which is estimated to be \$1,803,687 over the next ten years (unit replacement costs only, does not include all project costs). The long-term



ADA deficiency needs are substantial, at \$7,597,324, and should be addressed as funds become available. If a major renovation project is initiated to densify the facility, the ADA backlog items may need to be addressed as part of the total project costs.

Facility Metrics (Solaris and DMS Data)

Building Measures	Metric	Efficiency Ratios	Ratio
Gross SF (a)	439,942	Maximum Core Building Efficiency (b/a)	73%
Rentable SF (b)	319,231	Actual Core Building Efficiency (c/a)	73%
Rented SF I	319,231	Maximum Office Efficiency (d/b)	96%
Office Rentable SF (d)	307,125	Facility Rentable SF Vacancy (1-(c/b))	0%
Office Rented SF I	307,125	Office Rentable SF Vacancy (1-(e/d))	0%
Headcount (f)	946	Office Rented SF / FTE (e/f)	325

Historic Cost Outlays (DMS Data)

Outlay Category	Outlay	Per GSF
O&M Outlay (FY15-16)	\$2,448,105	\$5.56
Fixed Capital Outlay		
Active	\$1,701,437	\$3.87
Completed FY15-16	\$77,768	\$0.18
Completed FY14-15	\$98,545	\$0.22
Completed FY13-14	\$135,932	\$0.31
Completed FY12-13	\$1,107,848	\$2.52
Completed FY11-12	\$0	\$0.00
Completed Total	\$1,420,093	\$3.23
Electrical Consumption and Cost (FY15-16)		
Energy Consumption (kWh)	5,344,800	12.15
Electrical Cost	\$461,274	\$1.05

Potential Future Outlays

(DMS Data Unless Otherwise Noted)

Cost Category	Estimate		Per GSF
ADA Correction Cost			
Immediate Needs	\$126,715		\$0.29
Subsequent Needs	\$7,597,324		\$17.27
Ten Year Unit Cost Reserve (Data From GLE FCA)*			
	Year 1 Estimate	Total Estimate	Total Est. per GSF
Site	\$19,915	\$23,622	\$0.05
Building Exterior	\$5,525	\$132,621	\$0.30
Building Systems	\$70,680	\$551,268	\$1.25
Common Areas	\$628,850	\$1,096,176	\$2.49
Other	\$0	\$0	\$0.00
Total	\$724,970	\$1,803,687	\$4.10

*Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs

Lease Overview (Solaris & DMS Data)

Lease Agency	Predominate Space Type	Lease Start Date	RSF	Annual Rent	Estimated Headcount	Office RSF / FTE	Annual Rent / Office RSF	Annual Rent / FTE
DOE	Office	6/29/1989	306,925	\$5,272,972	945	325	\$17.18	\$5,580
DOE	NOC	3/24/1989	6,351	\$0	0	N/A	\$0.00	N/A
DMS	Conditioned Storage	8/22/1990	3,119	\$15,938	0	N/A	\$5.11	N/A
DOE	Conditioned Storage	8/1/2012	2,636	\$13,470	0	N/A	\$5.11	N/A
DMS	Office	8/22/1990	200	\$3,436	1	200	\$17.18	\$3,436



Appendix C: State-Owned (Non-Select) Office Facility Review

In addition to the 29 Select facilities, Savills Studley also performed a high-level portfolio analysis of other state-owned office facilities in Leon County. The next few sections provide a listing of state-owned office buildings, grouped by DMS and non-DMS facilities.

The table below lists the DMS managed office buildings that were not part of the Select facilities.³⁹ The last column provides a recommendation or comment on the utilization of the facility.

Facility Name by Agency	Gross SF	Rented SF	Office Rented SF	Total Vacancy SF	Headcount	Office Rented SF/FTE	Recommendation/Comment
Department of Management Services							
CCOC 2450-1 BUILDING DOR #1	196,870	164,173	163,885	0	692	237	Relatively newer facility compared to the rest of the portfolio that is completely occupied. Review densification strategies in Phase 3.
CCOC 2450-2 BUILDING DOR #2	196,870	162,102	162,002	0	583	278	Relatively newer facility compared to the rest of the portfolio that is completely occupied. 15,709 RSF of space available has been identified which could be utilized for another agency. Review densification strategies in Phase 3.
CCOC 2450-3 BUILDING DOR #3	76,009	55,749	55,749	0	326	171	Relatively new facility that is completely occupied. Facility is below the current DMS 180 RSF/FTE target. Review densification strategies in Phase 3.
CCOC 2585 BUILDING	121,212	98,511	98,029	0	459	214	This facility is fully leased with no vacant space. Review densification strategies in Phase 3.
CCOC 4025 BUILDING	104,128	85,078	84,920	0	350	243	This facility is fully leased with no vacant space. Review densification strategies in Phase 3.

³⁹ Solaris extract 6/30/2016; PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)



Facility Name by Agency	Gross SF	Rented SF	Office Rented SF	Total Vacancy SF	Headcount	Office Rented SF/FTE	Recommendation/Comment
CCOC 4030 BUILDING	104,128	76,512	76,014	1,823	227	335	<p>Per the Leon County Repositioning Plan, APD and DMS will vacate the current space and move to a densified CCOC 4040 and CCOC 4050, respectively. The CCOC 4030 will be fully renovated, and ACHA will relocate to the building from Ft. Knox to CCOC 4030 on March 1, 2020.</p> <p>If the Repositioning Plan is not implemented, the priority for this facility is to backfill the existing vacant space. Additionally, densification strategies should be pursued to lower the current 335 RSF/FTE space efficiency ratio</p>
CCOC 4040 BUILDING	119,084	92,469	91,424	0	322	284	<p>Per the Repositioning Plan, DACS will vacate the facility and move to the Conner Administration building. The facility will undergo a full modernization, and AHCA will relocate to this facility on March 1, 2020</p> <p>If the Repositioning Pan is not implemented, densification strategies should be pursued to lower the RSF/FTE to 180 or below</p>
CCOC 4042 BUILDING	121,212	97,129	96,856	0	622	156	This facility is very efficient, and is one of the lowest occupancy ratios in the entire portfolio. The RSF/FTE is well below the 180SF/FTE target. No major recommendations
CCOC 4050 BUILDING	104,128	76,244	75,770	0	294	258	<p>Per the Leon County Repositioning Plan, DACS will vacate 7,774 SF of space from CCOC 4050 and move to the Conner Administration Building. DMS will use the vacated space as swing space as it fully renovates and modernizes CCOC 4050. Upon completion of the renovation, DMS will move 74 FTE's from CCOC 4030 to CCOC 4050, scheduled to take place no later than December 1, 2019.</p> <p>If the Leon County Repositioning Plan is not implemented, densification strategies should be pursued to lower the RSF/FTE to 180 or below</p>
CCOC 4052 BUILDING	121,212	97,097	96,980	0	381	255	This facility is fully leased with no vacant space. Review densification strategies in Phase 3.
CCOC 4070 BUILDING	119,084	81,378	81,294	0	301	270	<p>Per the Leon County Repositioning Plan, DOE will relocate 102 FTE's from CCOC 4070 to the new CCOC #1 building on March 1, 2019. DMS will then renovate and modernize the existing 27,589 RSF of space. On October 1, 2020, DOC will relocate 150 FTE's from the Carlton building to CCOC 4070. The existing FCOR lease will remain in place.</p> <p>If the Repositioning Plan is not implemented, densification strategies should be pursued to lower the RSF/FTE to 180 or below</p>
CCOC 4075 BUILDING – BETTY EASLEY CONFERENCE CENTER	51,485	28,244	28,025	1,558	38	738	While this space is classified as office, it is mostly special use conference space. The RSF/FTE ratio is misleading because the space is primarily conference space. As densification strategies continue at CCOC, the need for shared conferencing space will increase. No major changes are recommended



Facility Name by Agency	Gross SF	Rented SF	Office Rented SF	Total Vacancy SF	Headcount	Office Rented SF/FTE	Recommendation/Comment
CCOC FIRST DISTRICT COURT OF APPEAL	109,221	79,637	78,287	0	2	NAV	This facility is special use courthouse space and should not be compared to normal office buildings. Additionally, as part of the limitations of this Study, the judicial FTEs were not provided to Savills Studley so the RSF/FTE analysis for this facility is not available (NAV)
COLEMAN BUILDING	10,280	8,404	8,404	0	13	646	Per the Leon County Relocation Plan, the Coleman building is proposed to be swapped with the City of Tallahassee for two vacant lots on Gaines Street. If the Relocation Plan is not implemented, the facility could be repurposed as true office space. This facility is currently used for internal DMS facility management operations. Ultimately, because this facility is located downtown and next to Cascades Park, there may be other opportunities to repurpose the facility to a leased facility.
Total	1,554,923	1,202,727	1,197,639	3,381	4,610	-	

The table below lists the non-DMS managed office buildings in Leon County that were not part of the Select facilities.⁴² The last column provides a recommendation or comment on the utilization of the facility. It is important to note that these facilities are not leased facilities, so the RSF is an estimated number based on the average of the 29 Select facilities. The estimated ratios below have varying levels of accuracy depending on the unique layout of each facility.

⁴² Solaris extract 6/30/2016; PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature). Items listed as NAV were not provided as part of the Solaris or PeopleFirst extract



Facility Name by Agency	Predominant Use	Gross SF	Est. Rented SF	Est. Office Rented SF	Headcount	Est. Office Rented SF/FTE	Recommendation/Comments
Department of Agriculture And Consumer Services							
CONNER ADMINISTRATION BUILDING	Office	72,768	55,023	52,471	155	339	Per the Leon County Repositioning Plan, 129 DACS FTE's from CCOC 4040 and CCOC 4050 will relocate to this facility. This move should be completed by January 1, 2018. After the relocation of these employees, the new space efficiency ratio would be 184 RSF/FTE. If the Repositioning Plan is not implemented, DACS should still pursue densification strategies. At a minimum, backfill the facility with 30 employees from CCOC 4050, which would save DACS \$133,557.32 a year.
CONNER LAB COMPLEX-FLAG Credit Union	Office	5,000	3,781	3,605	0	NAV	This is special use Credit Union space with no reported State FTE's. Based on this information no major actions are recommended
FFS – D04 – Tallahassee FC HQ – Admin Office	Office	4,400	3,327	3,173	15	212	This facility is relatively efficient with an occupancy ratio of 212 RSF/FTE. No major changes recommended
Mobile Office Unit MI-1- DPI Data Processing	Office	1,560	1,180	1,125	5	225	This is special use space used for data processing that is classified as office space in SOLARIS. no major recommendation given
FFS – D04 – Lake Talquin SF Remote Site – Pumphouse/Office/Storage	Office	622	470	449	0	NAV	While technically classified as office space in SOLARIS, it is actually special use space with no reported FTE's in the facility. No major actions recommended other than to update SOLARIS space type
Department of Children and Families							
Phillips Road Office Building	Office	14,328	10,834	10,332	58	178	This is efficient space given our metrics, slightly below the DMS leasing guideline of 180 RSF/FTE. No major recommendation given
Department of Environmental Protection							
DOUGLAS ANNEX – TALLAHASSEE	Office	8,775	6,635	6,327	19	333	While listed as office, a significant portion of the facility is dedicated to storage space, so the RSF/FTE ratio metric is not applicable in this circumstance. No major action recommended
Department of Health							



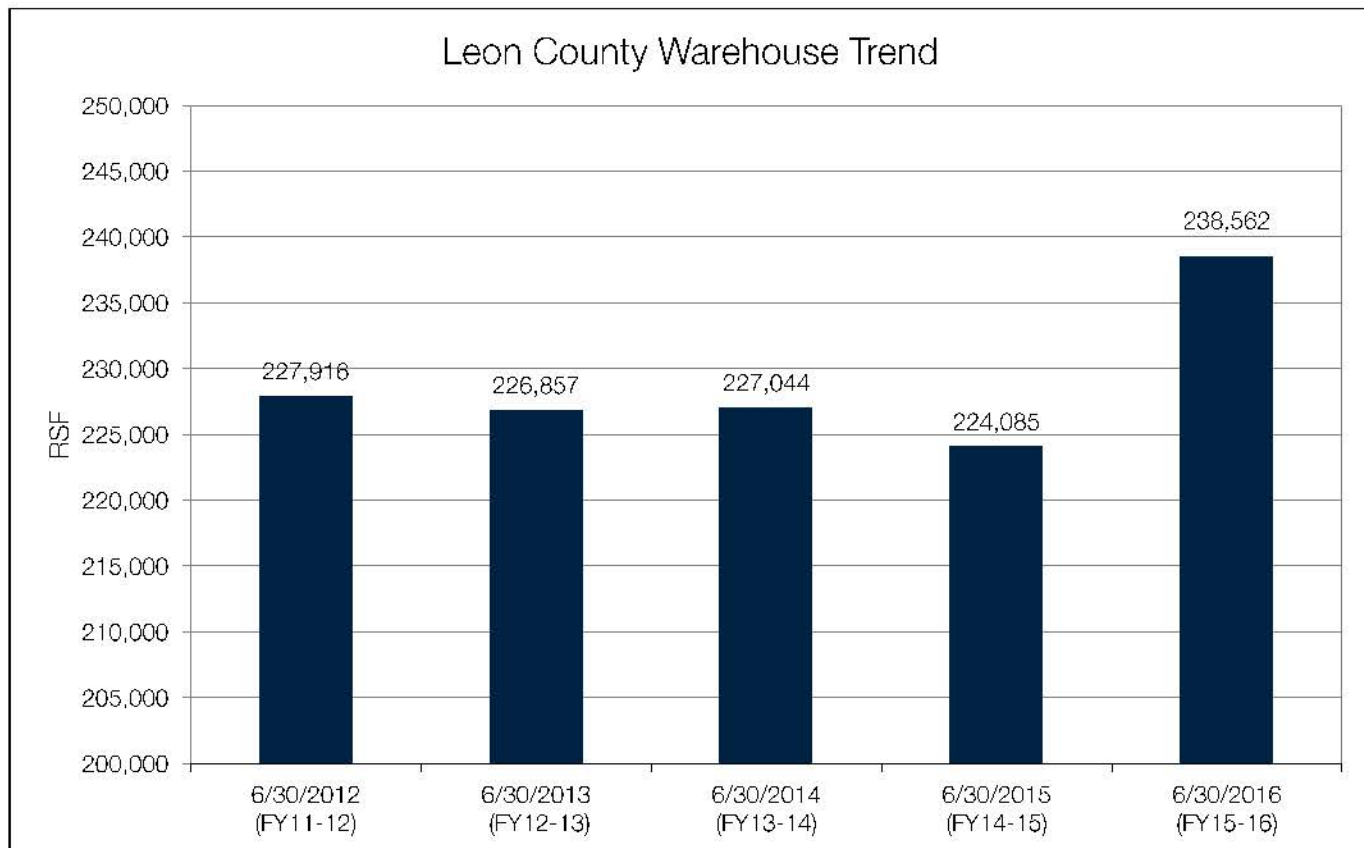
Facility Name by Agency	Predominant Use	Gross SF	Est. Rented SF	Est. Office Rented SF	Headcount	Est. Office Rented SF/FTE	Recommendation/Comments
2390 PHILLIPS ROAD, TALLAHASSEE	Office	31,500	23,818	22,714	46	494	While listed as office, this building has a significant amount of space dedicated to clinical and special use purposes (Children Medical Services), so the RSF/FTE metric is not applicable. No major utilization or backfill actions recommended due to its current use
Department of Highway Safety and Motor Vehicles							
FHP STATION TROOP H	Office	4,697	3,552	3,387	64	53	Special use space used to house Highway Patrol officers, no major actions recommended
MAIL CENTER	Office	4,104	3,103	2,959	0	NAV	Special use space intended to collect mail for HSMV, no major action recommended
THI BUILDING – TALLAHASSEE	Office	1,500	1,134	1,082	0	NAV	Special use space (on the site of the Highway Patrol Headquarters), no major actions recommended
Department of Transportation							
FDOT Credit Union	Office	19,742	14,928	14,236	0	NAV	Special use space that is fully leased to a credit union, no major actions recommended
Fleet Facility State Training	Office	15,040	11,372	10,845	0	NAV	Special use training facility space, no major actions recommended
Administration (TERL)	Office	8,929	6,752	6,438	6	1,073	Special use space. While listed as office, this building conducts FDOT research and testing. No major actions recommended due to its current use other than to update SOLARIS
Fish And Wildlife Conservation Commission							
OFFICE-NORTH FLORIDA WATERFOWL – TALLAHASSEE	Office	1,152	871	831	5	166	This facility has an occupancy ratio of 166 RSF/FTE, which is below the 180 RSF/FTE DMS leasing guidelines. No major actions recommended
State Courts System							
Supreme Court Building	Office	177,000	133,896	127,631	256	499	Special use facility. Due to its large courtrooms and common areas, the RSF/FTE metric is not applicable for this facility. No major actions recommended



Appendix D: State-Owned Non-Office Facility Review

The diversity of space types in Leon County provides limited opportunities for significant recommendations for the consolidation and co-location across agency lines. Additionally, it is unclear based on data provided how many of these spaces are being utilized and if such space utilization is within any appropriate industry standard. However, there are opportunities to consider before the continual leasing of additional private sector non-office space.

As noted in the Leon County Warehouse Trend chart below, there has been an increase in the amount of privately leased warehouse space in Leon County over the last year⁴¹.



⁴¹ Solaris extract 6/30/2016



Although agencies may have specific requirements which may limit co-location opportunities, DMS should inquire in more depth with agencies prior to the authorization of leasing additional privately leased warehouse space. DMS should also solicit feedback from other agencies to determine if any excess space exists, including if any existing non-office space could be jointly shared and not impact agency security or accreditation requirements.

Provided below are overview tables of the groups of state-owned facilities that are non-office.

Additional Owned Sites⁴²

Predominant Space Type	Count	Gross SF	Rented SF	Headcount
All Agencies				
Conditioned Storage	10	21,886	0	4
Conference Center	1	5,050	0	0
Data Center	1	29,763	24,554	45
Food Services	1	16,744	12,968	0
Labs	6	100,945	0	158
NOC	17	47,741	7,061	29
Unconditioned Storage	29	126,032	72,214	8
Unenclosed structure	16	765,514	0	0
Utility	15	13,881	0	3
Workshop	7	26,641	0	24
(blank)	8	3,427	0	0
Total	111	1,157,624	116,797	271

Predominant Space Type by Agency	Count	Gross SF	Rented SF	Headcount
Agency for Persons with Disabilities				
Unconditioned Storage	1	360	0	0
Department of Agriculture And Consumer Services				
Conditioned Storage	4	5,640	0	3
Labs	5	96,825	0	158
Unconditioned Storage	12	24,325	0	4
Unenclosed structure	4	4,360	0	0
Utility	5	4,490	0	3
Workshop	4	11,760	0	11
Department of Children and Families				
Conditioned Storage	1	6,000	0	0
Unconditioned Storage	1	4,684	0	0

⁴² Solaris extract 6/30/2016, June 30th 2016, PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)



Predominant Space Type by Agency	Count	Gross SF	Rented SF	Headcount
Department of Economic Opportunity				
Utility	1	1,242	0	0
Department of Environmental Protection				
Conditioned Storage	1	5,000	0	1
NOC	4	2,303	0	1
Unconditioned Storage	5	2,545	0	0
Unenclosed structure	3	1,632	0	0
Utility	2	1,905	0	0
(blank)	6	727	0	0
Department of Highway Safety and Motor Vehicles				
NOC	1	2,029	0	0
Unconditioned Storage	3	1,460	0	0
Department of Juvenile Justice				
Utility	3	414	0	0
Department of Management Services				
Data Center	1	29,763	24,554	45
Food Services	1	16,744	12,968	0
NOC	9	42,646	7,061	28
Unconditioned Storage	2	83,842	72,214	4
Unenclosed structure	5	747,832	0	0
Utility	3	4,230	0	0
(blank)	2	2,700	0	0
Department of Transportation				
Conditioned Storage	3	4,670	0	0
Conference Center	1	5,050	0	0
Labs	1	4,120	0	0
NOC	1	132	0	0
Unconditioned Storage	2	7,920	0	0
Unenclosed structure	2	9,210	0	0
Utility	1	1,600	0	0
Workshop	2	2,631	0	0
Fish And Wildlife Conservation Commission				
Conditioned Storage	1	576	0	0
NOC	2	631	0	0
Unconditioned Storage	3	896	0	0



Predominant Space Type by Agency	Count	Gross SF	Rented SF	Headcount
Unenclosed structure	2	2,480	0	0
Workshop	1	12,250	0	13

While there are many like facility types both within agencies and across agencies, after reviewing each owned asset, most facilities provide a special function to the managing Agency, and could not be easily repurposed. Additionally, a majority of the facilities are located on owned campuses, for instance the DACS Conner Lab Complex or FDOT Springhill Maintenance Yard, which would make their disposition or repurposing to another agency functionally challenging.

Provided on the following page is a list of observations for each owned asset. When applicable, an actionable recommendation is provided.

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FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F12326	Agency for Persons with Disabilities	MAHAN CLUSTER – SHED – TALLAHASSEE	2034 MAHAN DRIVE, Tallahassee, FL 32308	Unconditioned Storage	360	-	No Campus	Small special use shed – no major portfolio recommendation
F16124	Department of Agriculture And Consumer Services	Administration Records File Storage Unit 28x60 ME-2	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Conditioned Storage	1,680	-	CONNER LAB COMPLEX	Special use storage space – part of main lab complex, no major portfolio recommendation
F16094	Department of Agriculture And Consumer Services	AES STORAGE BUILDING (METAL)	3125 CONNER BOULEVARD, Tallahassee, FL 32399	Unconditioned Storage	200	-	CONNER LAB COMPLEX	Small special use storage space – part of main lab complex, no major portfolio recommendation
F16109	Department of Agriculture And Consumer Services	ANIMAL INDUSTRY ENCLOSED STORAGE – 14X30 BROWN WOODEN	3125 DOYLE CONNER BOULEVARD, Tallahassee, FL 32399	Unconditioned Storage	420	-	CONNER LAB COMPLEX	Special use storage space – part of main lab complex, no major portfolio recommendation
F16045	Department of Agriculture And Consumer Services	ANIMAL INDUSTRY EQUIPMENT POLE BARN 24x120	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Unenclosed structure	2,880	-	CONNER LAB COMPLEX	Special use storage space – part of main lab complex, no major portfolio recommendation
F16095	Department of Agriculture And Consumer Services	ANIMAL INDUSTRY STORAGE SHED W/ LOFT – WEST	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Unconditioned Storage	420	-	CONNER LAB COMPLEX	Special use storage space – part of main lab complex, no major portfolio recommendation
F16096	Department of Agriculture And Consumer Services	AQUACULTURE STORAGE SHED	3125 CONNER BLVD, Tallahassee, FL 32399	Unconditioned Storage	576	-	CONNER LAB COMPLEX	Special use storage space – part of main lab complex, no major portfolio recommendation
F16110	Department of Agriculture And Consumer Services	CHEMICAL STORAGE SHED 20'X40'	3125 DOYLE CONNER BOULEVARD, Tallahassee, FL 32399	Unconditioned Storage	800	-	CONNER LAB COMPLEX	Special use storage space – part of main lab complex, no major portfolio recommendation
F16098	Department of Agriculture And Consumer Services	CONNER COMPLEX HVAC CENTRAL PLANT	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Utility	2,550	-	CONNER LAB COMPLEX	This building houses the HVAC equipment for the Connor Complex campus – critical facility – no major portfolio recommendation



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F16116	Department of Agriculture And Consumer Services	Conner Complex- Labs 1 & 2 Building	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Labs	19,365	20	CONNER LAB COMPLEX	Critical Lab facility – no major portfolio recommendation
F16117	Department of Agriculture And Consumer Services	Conner Complex- Labs 3 & 4 Building	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Labs	19,365	38	CONNER LAB COMPLEX	Critical Lab facility – no major portfolio recommendation
F16041	Department of Agriculture And Consumer Services	Conner Complex- Labs 5&6 Building	3125 CONNER BLVD, Tallahassee, FL 32399	Labs	19,365	29	CONNER LAB COMPLEX	Critical Lab facility – no major portfolio recommendation
F16119	Department of Agriculture And Consumer Services	Conner Complex- Labs 7 & 8 Building	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Labs	19,365	40	CONNER LAB COMPLEX	Critical Lab facility – no major portfolio recommendation
F16120	Department of Agriculture And Consumer Services	Conner Complex- Labs 9 & 10 Building	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Labs	19,365	31	CONNER LAB COMPLEX	Critical Lab facility – no major portfolio recommendation
F16042	Department of Agriculture And Consumer Services	CONNER LAB COMPLEX- ADMINISTRATION WAREHOUSE	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Unconditioned Storage	15,000	3	CONNER LAB COMPLEX	Part of Conner Lab Complex. 3 people are assigned to this facility – no major portfolio recommendation
F20696	Department of Agriculture And Consumer Services	CONNER LAB COMPLEX- Chemical Storage Building- Flammable	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Unconditioned Storage	540	-	CONNER LAB COMPLEX	Special use facility used to house chemical materials – no major portfolio recommendation
F20700	Department of Agriculture And Consumer Services	CONNER LAB COMPLEX- Grounds Equipment Shed	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Unenclosed structure	960	-	CONNER LAB COMPLEX	Small shed used to house grounds equipment – no major portfolio recommendation
F20702	Department of Agriculture And Consumer Services	CONNER LAB COMPLEX- Pool DOF Vehicle Shop	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Workshop	1,200	-	CONNER LAB COMPLEX	Special use workshop space used for critical functions – no major portfolio recommendation



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F20701	Department of Agriculture And Consumer Services	CONNER LAB COMPLEX- Steel Storage Building DQF	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Workshop	432	-	CONNER LAB COMPLEX	Special use workshop space used for critical functions – no major portfolio recommendation
F20695	Department of Agriculture And Consumer Services	CONNER LAB COMPLEX-Storage Building- Marketing	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Unconditioned Storage	400	-	CONNER LAB COMPLEX	400 GSF storage facility on the Conner Lab Complex, no major portfolio recommendation
F16132	Department of Agriculture And Consumer Services	CONNER LAB COMPLEX-Storage Shed (METAL) AES/FORESTRY	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Unconditioned Storage	1,300	-	CONNER LAB COMPLEX	Special use storage facility on main Conner Lab complex – no major portfolio recommendation
F20699	Department of Agriculture And Consumer Services	CONNER LAB COMPLEX-Tin Roofed Storage Shed	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Unenclosed structure	420	-	CONNER LAB COMPLEX	Special use storage facility on main Conner Lab complex – no major portfolio recommendation
F15804	Department of Agriculture And Consumer Services	FFS – D04 – Lake Talquin SF Bloxham Tract – Lumber Shed	24110 BLOUNTSTOWN HIGHWAY, Tallahassee, FL 32310	Utility	986	-	FFS – D04 – LAKE TALQUIN STATE FOREST BLOXHAM TRACT	Special use shed on state park location – no major portfolio recommendation
F15807	Department of Agriculture And Consumer Services	FFS – D04 – Lake Talquin SF Bloxham Tract – Pumphouse	24110 BLOUNTSTOWN HIGHWAY, Tallahassee, FL 32310	Utility	120	-	FFS – D04 – LAKE TALQUIN STATE FOREST BLOXHAM TRACT	Utility pump house at a state park – no major portfolio recommendation
F15913	Department of Agriculture And Consumer Services	FFS – D04 – Lake Talquin SF Bloxham Tract – Workshop	24110 BLOUNTSTOWN HIGHWAY, Tallahassee, FL 32310	Workshop	1,940	-	FFS – D04 – LAKE TALQUIN STATE FOREST BLOXHAM TRACT	Workshop on state park location – no major portfolio recommendation
F15947	Department of Agriculture And Consumer Services	FFS – D04 – Lake Talquin SF Remote Site – Storage	9500 BLOUNTSTOWN HWY., Tallahassee, FL 32310	Unconditioned Storage	101	-	FFS – D04 – LAKE TALQUIN STATE FOREST REMOTE SITE	Storage space on state park location – no major portfolio recommendation
F15332	Department of Agriculture And Consumer Services	FFS – D04 – Tallahassee FC HQ – AVIATION	865 GEDDIE RD., Tallahassee, FL 32304	Unconditioned Storage	4,000	-	FFS – D04 – TALLAHASSEE FORESTRY	Storage space on state park location – no major portfolio recommendation



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/Observations
		PROGRAM PARTS WAREHOUSE					CENTER HEADQUARTERS	
F20685	Department of Agriculture And Consumer Services	FFS – D04 – Tallahassee FC HQ – Radio House	865 GEDDIE RD., Tallahassee, FL 32304	Utility	100	-	FFS – D04 – TALLAHASSEE FORESTRY CENTER HEADQUARTERS	Special use space used to house radio equipment on state park location – no major portfolio recommendation
F16250	Department of Agriculture And Consumer Services	FFS – D04 – Tallahassee FC HQ – Vehicle Maint Shop	865 GEDDIE RD., Tallahassee, FL 32304	Workshop	8,188	11	FFS – D04 – TALLAHASSEE FORESTRY CENTER HEADQUARTERS	Vehicle maintenance shop on state park location – no major recommendation provided
F16102	Department of Agriculture And Consumer Services	FFS – POOL VEHICLE MAINTENANCE SHOP & OFFICE	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Utility	732	3	CONNER LAB COMPLEX	Vehicle maintenance shop at the Conner Lab complex, assumption is that vehicles are different at this location than the state park vehicle maintenance location – no major recommendation provided
F15129	Department of Agriculture And Consumer Services	GAZEBO	407 S CALHOUN STREET, Tallahassee, FL 32399	Unenclosed structure	100	-	NATHAN MAYO BUILDING	Small gazebo that is part of the Mayo building campus – used by employees for breaks – this facility would be part of any major redevelopment/disposition opportunities discussed in the Leon Portfolio Repositioning Plan section of the report
F16104	Department of Agriculture And Consumer Services	Mobile Office Unit 28x60 MD-1	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Conditioned Storage	1,680	3	CONNER LAB COMPLEX	If DACS pursues the Conner redevelopment strategy listed in the Leon Portfolio Repositioning Plan section of the report, this facility could be built into the new building
F16108	Department of Agriculture And Consumer Services	Mobile Office Unit 28x60 ME-1	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Conditioned Storage	1,680	-	CONNER LAB COMPLEX	If DACS pursues the Conner redevelopment strategy listed in the Leon Portfolio Repositioning Plan section of the report, this facility could be built into the new building



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F16122	Department of Agriculture And Consumer Services	Mobile Records Storage Unit 28x60 MC-2	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Conditioned Storage	600	-	CONNER LAB COMPLEX	If DACS pursues the Conner redevelopment strategy listed in the Leon Portfolio Repositioning Plan section of the report, this facility could be built into the new building
F16130	Department of Agriculture And Consumer Services	State Animal Response Team (SART) Equipment Storage Shed – TALLAHASSEE	3125 DOYLE CONNER BLVD, Tallahassee, FL 32399	Unconditioned Storage	566	-	CONNER LAB COMPLEX	Special use storage facility on main Conner Lab complex – no major portfolio recommendation
F14793	Department of Children and Families	RECORDS STORAGE / DISTRICT # 2	2389 PHILLIPS ROAD, Tallahassee, FL 32308	Unconditioned Storage	4,684	-	TALLAHASSEE SUNLAND	DCF has one owned conditioned and unconditioned storage building, and one leased conditioned storage facility. Consider backfilling the files from the leased facility in the DMS Records Storage Center and possible backfill of existing owned facility where space permits
F16476	Department of Children and Families	RECORDS WAREHOUSE – Crawfordville Road	5565 CRAWFORDVILLE ROAD, Tallahassee, FL 32305	Conditioned Storage	6,000	-	INACTIVE RECORDS WAREHOUSE	DCF has one owned conditioned and unconditioned storage building, and one leased conditioned storage facility. Consider backfilling the files from the leased facility in the DMS Records storage center and possible backfill of existing owned facility where space permits
F133	Department of Economic Opportunity	CALDWELL BLDG ANNEX	107 E. MADISON STREET, Tallahassee, FL 32399	Utility	1,242	-	No Campus	Special use space located on the Caldwell property – no major portfolio recommendation
F430504	Department of Environmental Protection	10' X 16' LUMBERJACK ALUMINUM SHED	2600 Blair Stone Road, Tallahassee, FL 32301		160	-	DIVISION OF WASTE MGMT – BOB MARTINEZ CENTER	Special Use Space – Part of Main Campus – No major portfolio recommendation



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F430505	Department of Environmental Protection	12' X 20' UTILITY BUILDING	2600 Blair Stone , Tallahassee, FL 32301	NOC	240	-	DIVISION OF WASTE MGMT – BOB MARTINEZ CENTER	Special Use Space – Part of Main Campus – No major portfolio recommendation
F430504	Department of Environmental Protection	10' X 16' LUMBERJACK ALUMINUM SHED	2600 Blair Stone Road, Tallahassee, FL 32301		160	-	DIVISION OF WASTE MGMT – BOB MARTINEZ CENTER	Special Use Space – Part of Main Campus – No major portfolio recommendation
F430505	Department of Environmental Protection	12' X 20' UTILITY BUILDING	2600 Blair Stone , Tallahassee, FL 32301	NOC	240	-	DIVISION OF WASTE MGMT – BOB MARTINEZ CENTER	Special Use Space – Part of Main Campus – No major portfolio recommendation
F275135	Department of Environmental Protection	92 WELLS CARGO TRAILER, TAG #23938	3915 Commonwealth Blvd, Tallahassee, FL 32399	NOC	84	-	DOUGLAS BUILDING ANNEX & WAREHOUSE	Special Use Space – Part of Main Campus – No major portfolio recommendation
F51015	Department of Environmental Protection	98 WELLS CARGO TRAILER TAG #DEP4132	110 Century Park Circle West, Tallahassee, FL 32304		160	-	No Campus	Special Use Space – Part of Main Campus – No major portfolio recommendation
F39479	Department of Environmental Protection	AIR MONITORING TRAILER W/AC TAG #DEP4901	4594 Miccosukee Rd., Tallahassee, FL 32308		160	-	No Campus	Special use trailer – no major portfolio recommendation
F9956	Department of Environmental Protection	BOAT STORAGE – FGS	3915 COMMONWEALTH BOULEVARD, Tallahassee, FL 32399	Unenclosed structure	1,200	-	DOUGLAS BUILDING ANNEX & WAREHOUSE	Special use storage facility used to house boats at the Douglas warehouse – because space is owned no major portfolio recommendation
F430519	Department of Environmental Protection	ENCLOSURE TRAILER W/CNTRL	2600 Blair Stone rd, Tallahassee, FL 32301		240	-	No Campus	Small trailer located on the Bob Martinez Center location – no major portfolio recommendation
F16136	Department of Environmental Protection	Historical Collection Facility-BNCR-DRP	3705 DORIS DRIVE, Tallahassee, FL 32303	Conditioned Storage	5,000	1	Bureau of Natural and Cultural Resources	Special use storage space – no major portfolio recommendation
F6715	Department of Environmental Protection	MAINTENANCE SHOP/VEHICLE SUPPORT	3915 COMMONWEALTH BOULEVARD, Tallahassee, FL 32303	NOC	1,147	1	DOUGLAS BUILDING ANNEX & WAREHOUSE	Special use vehicle maintenance shop – no major portfolio recommendation



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F53712	Department of Environmental Protection	OER Pole barn	3915 COMMONWEALTH BOULEVARD, Tallahassee, FL 32303	NOC	832	-	DOUGLAS BUILDING ANNEX & WAREHOUSE	Special use storage space – no major portfolio recommendation
F39484	Department of Environmental Protection	OUTDOOR ENCLOSURE (MOUNTED ON MONITORING TRAILER)	2600 Blair Stone Rd, Tallahassee, FL 32399		7	-	No Campus	This “facility” is really just an enclosure that is part of the existing Bob Martinez Center Complex – no major portfolio recommendation
F6097	Department of Environmental Protection	PAVILION #1 – CARR BUILDING – TALLAHASSEE	3800 COMMONWEALTH BOULEVARD, Tallahassee, FL 32303	Unenclosed structure	216	-	DOUGLAS BUILDING ANNEX & WAREHOUSE	This “facility” is really part of the Carr building, no major portfolio recommendation
F6501	Department of Environmental Protection	PAVILION #2 – CARR BUILDING – TALLAHASSEE	3800 COMMONWEALTH BOULEVARD, Tallahassee, FL 32303	Unenclosed structure	216	-	DOUGLAS BUILDING ANNEX & WAREHOUSE	This “facility” is really part of the Carr building, no major portfolio recommendation
F8867	Department of Environmental Protection	SHED – GEOLOGY – TALLAHASSEE	3915 COMMONWEALTH BOULEVARD, Tallahassee, FL 32303	Unconditioned Storage	120	-	DOUGLAS BUILDING ANNEX & WAREHOUSE	This facility is part of the Douglas Warehouse campus – no major portfolio recommendation
F6764	Department of Environmental Protection	SHOP – FGS DRILLING OPS – TALLAHASSEE	3915 COMMONWEALTH BOULEVARD, Tallahassee, FL 32303	Utility	1,785	-	DOUGLAS BUILDING ANNEX & WAREHOUSE	This facility is part of the Douglas Warehouse campus – no major portfolio recommendation
F430466	Department of Environmental Protection	SHOP BUILDING	3800 COMMONWEALTH BLVD, Tallahassee, FL 32399		-	-	No Campus	This facility is part of the Douglas Warehouse campus – no major portfolio recommendation
F13807	Department of Environmental Protection	STORAGE- ANNEX / WAREHOUSE	3915 COMMONWEALTH BLVD, Tallahassee, FL 32303	Utility	120	-	DOUGLAS BUILDING ANNEX & WAREHOUSE	This facility is part of the Douglas Warehouse campus – no major portfolio recommendation
F28779	Department of Environmental Protection	Storage Building Lark 10x16 Aluminum	2600 Blair Stone Rd, Tallahassee, FL 32399	Unconditioned Storage	160	-	DIVISION OF WASTE MGMT –	This storage facility is part of the Bob Martinez Complex, only 160



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
							BOB MARTINEZ CENTER	GSF, no major portfolio recommendation
F6718	Department of Environmental Protection	STORAGE-SURPLUS – ADM SVC	3915 COMMONWEALTH BOULEVARD, Tallahassee, FL 32399	Unconditioned Storage	1,785	-	DOUGLAS BUILDING ANNEX & WAREHOUSE	This facility is part of the Douglas Warehouse campus – no major portfolio recommendation
F8448	Department of Highway Safety and Motor Vehicles	FHP HANGER D4 – TALLAHASSEE	3256 CAPITAL CIRCLE SW, Tallahassee, FL 32310	Unconditioned Storage	1,000	-	FHP HANGER D4 – TALLAHASSEE	Special use hanger space used to store aircraft – no major portfolio recommendation
F9391	Department of Highway Safety and Motor Vehicles	K-9 FACILITY – TALLAHASSEE	2900 APALACHEE PARKWAY, Tallahassee, FL 32399	NOC	2,029	-	AGENCY HQ – TALLAHASSEE	Special use facility used to house K-9's, no major portfolio recommendation
F7652	Department of Highway Safety and Motor Vehicles	SHED – TALLAHASSEE	2100 MAHAN DRIVE, Tallahassee, FL 32308	Unconditioned Storage	360	-	FHP STATION TROOP H – TALLAHASSEE	Storage facility used to store police equipment at a FHP station – no major portfolio recommendation
F8446	Department of Highway Safety and Motor Vehicles	STORAGE -12 X 14 – TALLAHASSEE	2900 APALACHEE PARKWAY, Tallahassee, FL 32399	Unconditioned Storage	100	-	AGENCY HQ – TALLAHASSEE	Storage Facility at the Kirkman complex, only 100 GSF, no major portfolio recommendation
F10004	Department of Juvenile Justice	LEON RJDC – SHED #2	2303 RONELLIS DRIVE, Tallahassee, FL 32310	Utility	144	-	No Campus	Storage facility at a Juvenile Detention Center – no major portfolio recommendation
F9334	Department of Juvenile Justice	LEON RJDC – SHED #3	2303 RONELLIS DRIVE, Tallahassee, FL 32310	Utility	120	-	No Campus	Storage facility at a Juvenile Detention Center – no major portfolio recommendation
F10001	Department of Juvenile Justice	LEON RJDC – SHED 1	2303 RONELLIS DRIVE, Tallahassee, FL 32310	Utility	150	-	No Campus	Storage facility at a Juvenile Detention Center – no major portfolio recommendation
F278592	Department of Management Services	BOB MARTINEZ CENTER – CENTRAL ENERGY PLANT	2600 BLAIRSTONE ROAD, Tallahassee, FL 32399	Utility	2,400	-	BLAIRSTONE DEP COMPLEX	Critical facility used to house the HVAC equipment for the Bob Martinez Center – no major portfolio recommendation



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F261567	Department of Management Services	CAPITOL BUILDING – SECURITY STATION NORTH ENTRANCE	400 S. MONROE STREET, Tallahassee, FL 32399	NOC	96	-	CAPITOL COMPLEX	Critical facility used to staff FDLE security at the Capitol – no major portfolio recommendation
F11029	Department of Management Services	CAPITOL BUILDING – SECURITY STATION SOUTH ENTRANCE	400 S MONROE STREET, Tallahassee, FL 32399	NOC	100	-	CAPITOL COMPLEX	Critical facility used to staff FDLE security at the Capitol – no major portfolio recommendation
F432422	Department of Management Services	CCOC – SADOWSKI SECURITY STATION	2527 Shumard Oak Blvd, Tallahassee, FL 32399		135	-	CAPITAL CIRCLE OFFICE COMPLEX	Critical facility used to house FDLE staff at the CCOC – no major portfolio recommendation
F11369	Department of Management Services	CCOC 4055 BUILDING – EATZ I	4055 ESPLANADE WAY, Tallahassee, FL 32399	Food Services	16,744	-	CAPITAL CIRCLE OFFICE COMPLEX	Cafeteria at the CCOC – lots of unused space – possible densification of this facility to house conference space to support larger densification efforts at the CCOC
F11278	Department of Management Services	CCOC 4065 BUILDING – CENTRAL ENERGY PLANT	4065 ESPLANADE WAY, Tallahassee, FL 32399	NOC	20,169	11	CAPITAL CIRCLE OFFICE COMPLEX	Critical facility at the CCOC that houses major HVAC equipment – no portfolio recommendation
F11228	Department of Management Services	CCOC PAVILION	4065 ESPLANADE WAY, Tallahassee, FL 32399	NOC	3,263	-	CAPITAL CIRCLE OFFICE COMPLEX	This "facility" is just a pavilion that joins the CCOC Cafeteria and Betty Easley Center, no major portfolio recommendation
F11316	Department of Management Services	CCOC SOUTHWOOD SHARED RESOURCE CENTER	2585 SHUMARD OAKS, Tallahassee, FL 32399	Data Center	29,763	45	CAPITAL CIRCLE OFFICE COMPLEX	Critical facility used to house agency IT servers and equipment – no major portfolio recommendation
F10679	Department of Management Services	COMMONWEALTH CHILLER PLANT	3800 COMMONWEALTH BLVD., Tallahassee, FL 32399	NOC	3,492	-	COMMONWEALTH OFFICE COMPLEX	Critical facility used to house HVAC equipment at the Douglas/Carr facilities – no major portfolio recommendations
F6606	Department of Management Services	FDLE CENTRAL ENERGY PLANT – TALLAHASSEE	2331 PHILLIPS ROAD, Tallahassee, FL 32399	NOC	4,032	-	FDLE COMPLEX – TALLAHASSEE	Critical facility used to house HVAC equipment at the FDLE facility – no major portfolio recommendations



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F38590	Department of Management Services	FDLE MAIN AUTO BAY – TALLAHASSEE	2331 Phillips Road, Tallahassee, FL 32399		2,565	-	FDLE COMPLEX – TALLAHASSEE	Special use space used to fix FDLE vehicles at the FDLE building – no major portfolio recommendation
F8433	Department of Management Services	FDLE MAIN GARAGE BAY – TALLAHASSEE	2331 PHILLIPS ROAD, Tallahassee, FL 32399	Utility	1,830	-	FDLE COMPLEX – TALLAHASSEE	Special use space used to house FDLE vehicles – no major portfolio recommendation
F11176	Department of Management Services	GOVERNOR'S CABANA	700 N. ADAMS STREET, Tallahassee, FL 32303	NOC	3,748	-	GOVERNOR'S PARK	This facility is part of the Governor's Mansion – no portfolio recommendation
F11435	Department of Management Services	GOVERNOR'S MANSION UTILITY	700 NORTH ADAMS STREET, Tallahassee, FL 32303	NOC	456	-	GOVERNOR'S PARK	This facility is part of the Governor's Mansion – no portfolio recommendation
F8500	Department of Management Services	GOVERNOR'S SWIMMING POOL ENCLOSURE	700 N. ADAMS STREET, Tallahassee, FL 32303	Unenclosed structure	2,818	-	GOVERNOR'S PARK	This facility is part of the Governor's Mansion – no portfolio recommendation
F8490	Department of Management Services	GROUNDS FACILITY	1018 S. BRONOUGH STREET, Tallahassee, FL 32399	NOC	7,290	17	CAPITOL CENTER	This facility houses the landscaping equipment for the maintenance of the Capitol Center. Given its proximity to existing downtown facilities, no change to this facility is recommended
F430535	Department of Management Services	J-SUBSTATION SWITCHGEAR ENCLOSURE	417 E. Madison Street, Tallahassee, FL 32399	Utility	-	-	CAPITOL COMPLEX	This critical facility houses major electrical equipment that supports all the facilities in downtown Tallahassee – no portfolio recommendation
F11487	Department of Management Services	PARKING GARAGE # 29 – SENATE OFFICE BUILDING	400 S. MONROE ST, Tallahassee, FL 32399	Unenclosed structure	94,026	-	CAPITOL COMPLEX	This parking garage services the Senate Office buildings. Major renovation of this facility is set to take place over the next few years due to structural issues – No portfolio recommendation
F11488	Department of Management Services	PARKING GARAGE # 30 – HOUSE OFFICE BUILDING	400 S. MONROE ST, Tallahassee, FL 32399	Unenclosed structure	81,755	-	CAPITOL COMPLEX	This parking facility is closed due to structural issues. Renovation is currently taking place – no portfolio change is recommended



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F12031	Department of Management Services	PARKING GARAGE # 31 – NEW CAPITOL BUILDING	400 S. Monroe St, Tallahassee, FL 32399	Unenclosed structure	177,631	-	CAPITOL COMPLEX	This parking facility serves the Executive offices at the Capitol – no portfolio recommendation
F11441	Department of Management Services	PARKING GARAGE # 50 – TALLAHASSEE	325 W. GAINES STREET, Tallahassee, FL 32399	Unenclosed structure	391,602	-	CAPITOL CENTER	This parking facility serves the Turlington building. Considerable space is underutilized on the top deck of the garage. DMS should consider increasing the oversell capacity at this facility to add additional cars. Given its close proximity to the Capitol and other downtown facilities, can be used to offset some of the spaces lost at the House Office parking garage
F8626	Department of Management Services	RECORDS STORAGE ANNEX	4319 SHELFER ROAD, Tallahassee, FL 32399	Unconditioned Storage	14,000	-	RECORDS STORAGE COMPLEX	This facility is located adjacent to the Records Storage Center. Because this is state-owned space, agencies should look to utilize this facility prior to leasing unconditioned storage space from the private sector
F8625	Department of Management Services	RECORDS STORAGE CENTER	4319 SHELFER ROAD, Tallahassee, FL 32399	Unconditioned Storage	69,842	4	RECORDS STORAGE COMPLEX	This DMS facility is used to store files and documents for many state-agencies. Because this is state-owned space, agencies should look to utilize this facility prior to leasing unconditioned storage space from the private sector
F5356	Department of Transportation	Burns Building Auditorium	605 SUWANNEE STREET, Tallahassee, FL 32399	Conference Center	5,050	-	FDOT HEADQUARTERS	This conference center is part of the Burns Complex and is used for large meetings – no major portfolio recommendation
F265819	Department of Transportation	Burns Building Storage and Covered Parking	605 Suwannee Street, Tallahassee, FL 32399	Conditioned Storage	1,300	-	FDOT HEADQUARTERS	This conditioned storage facility located at the Burns complex is really part of the Burns building,



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
								and provides covered parking for staff. No portfolio recommendation
F6485	Department of Transportation	Bus Inspection Facility	2612 SPRINGHILL ROAD, Tallahassee, FL 32310	Workshop	1,970	-	SPRINGHILL MAINTENANCE YARD	Special use facility used to inspect buses at the Springhill Maintenance campus – no portfolio recommendation
F5336	Department of Transportation	Bus Lift Building	2612 SPRINGHILL ROAD, Tallahassee, FL 32310	Workshop	661	-	SPRINGHILL MAINTENANCE YARD	Special use facility used to inspect buses at the Springhill Maintenance campus – no portfolio recommendation
F5419	Department of Transportation	Central Utility Building	605 SUWANNEE STREET, Tallahassee, FL 32399	Utility	1,600	-	FDOT HEADQUARTERS	This critical facility houses major electrical equipment that supports the Burns building – no portfolio recommendation
F5392	Department of Transportation	Conference and Storage	2612 SPRINGHILL ROAD, Tallahassee, FL 32310	Conditioned Storage	800	-	No Campus	This conditioned storage facility is located at the Springhill maintenance yard and is used for critical functions – no portfolio recommendation
F5394	Department of Transportation	Crash Worthiness Facility	2612 SPRINGHILL ROAD, Tallahassee, FL 32310	Unenclosed structure	5,120	-	SPRINGHILL MAINTENANCE YARD	This special use facility is located at the Springhill Maintenance Yard – no major portfolio recommendation
F5334	Department of Transportation	Equipment Shed	2612 SPRINGHILL ROAD, Tallahassee, FL 32310	Unenclosed structure	4,090	-	SPRINGHILL MAINTENANCE YARD	This special use facility is located at the Springhill Maintenance Yard – no portfolio recommendation
F5337	Department of Transportation	Springhill Records Storage	2612 SPRINGHILL ROAD, Tallahassee, FL 32310	Conditioned Storage	2,570	-	SPRINGHILL MAINTENANCE YARD	This special use facility is located at the Springhill Maintenance Yard – no portfolio recommendation
F5338	Department of Transportation	Springhill Road Building Maintenance Storage	2612 SPRINGHILL ROAD, Tallahassee, FL 32310	Unconditioned Storage	2,420	-	SPRINGHILL MAINTENANCE YARD	This special use facility is located at the Springhill Maintenance Yard – no portfolio recommendation
F6009	Department of Transportation	STORAGE – PUMP HOUSE – TALLAHASSEE FDOT	3516 NORTH MONROE STREET, Tallahassee, FL 32301	NOC	132	-	No Campus	Special use 132 GSF facility used to house the well pump – no major portfolio recommendation



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F5339	Department of Transportation	Surplus Property Warehouse	2612 SPRINGHILL ROAD, Tallahassee, FL 32310	Unconditioned Storage	5,500	-	SPRINGHILL MAINTENANCE YARD	This special use facility is located at the Springhill Maintenance Yard – no portfolio recommendation
F5355	Department of Transportation	TERL Annex FDOT	2612 SPRINGHILL ROAD, Tallahassee, FL 32310	Labs	4,120	-	SPRINGHILL MAINTENANCE YARD	This special use facility is located at the Springhill Maintenance Yard – no major portfolio recommendation
F15113	Fish And Wildlife Conservation Commission	COMMUNICATIONS /STORAGE – TALLAHASSEE	3465 CAPITAL CIRCLE SW, Tallahassee, FL 32399	Conditioned Storage	576	-	LE NORTH FLORIDA SHOP	Small conditioned storage facility located at a larger FWCC fleet storage facility – no major portfolio recommendation
F9958	Fish And Wildlife Conservation Commission	GREENHOUSE/DOUGLAS ANNEX	3915 COMMONWEALTH BOULEVARD, Tallahassee, FL 32303	NOC	615	-	DOUGLAS ANNEX	Small greenhouse facility located at the Douglas Warehouse – based on its special use, no major portfolio recommendation
F5845	Fish And Wildlife Conservation Commission	NORTH FL SHOP	3465 CAPITAL CIRCLE, SW, Tallahassee, FL 32310	Workshop	12,250	13	LE NORTH FLORIDA SHOP	Large workshop located at the FWCC fleet storage facility, no major portfolio recommendation
F8865	Fish And Wildlife Conservation Commission	POLE BARN-AQUATIC PLANT MGMT-TALLAHASSEE	3915 COMMONWEALTH BOULEVARD, Tallahassee, FL 32303	Unenclosed structure	1,680	-	DOUGLAS ANNEX	Special use facility, based on unique functions no major portfolio recommendation
F14921	Fish And Wildlife Conservation Commission	SHED – BOAT – TALLAHASSEE	8932 APALACHEE PARKWAY, Tallahassee, FL 32311	Unenclosed structure	800	-	NORTH FLORIDA WATERFOWL MANAGEMENT OFFICE	Special use facility used to house FWCC boats – no major portfolio recommendation
F15123	Fish And Wildlife Conservation Commission	SHED – DEP COMMUNICATIONS – TALLAHASSEE	3465 CAPITOL CIRCLE SW, Tallahassee, FL 32310	Unconditioned Storage	576	-	LE NORTH FLORIDA SHOP	Storage facility at the FWCC fleet operations, no major portfolio recommendation
F6114	Fish And Wildlife Conservation Commission	STORAGE – WATERFOWL FIELD-TALLAHASSEE	8932 APALACHEE PARKWAY, Tallahassee, FL 32311	Unconditioned Storage	240	-	NORTH FLORIDA WATERFOWL MANAGEMENT OFFICE	Small storage facility outside of Tallahassee, used for field operations – no major portfolio recommendation
F3547	Fish And Wildlife Conservation Commission	TALL STORAGE SHED – BRYANT BUILDING	620 SOUTH MERIDIAN STREET, Tallahassee, FL 32399	Unconditioned Storage	80	-	BRYANT BLDG	80 GSF storage shed located at the Bryant building property. Services the building operations, no major portfolio recommendation



FL-SOLARIS Facility #	Agency Name	Facility Name	Facility Full Address	Predominant Space Type	GSF	Est. FTE	Campus Name	Recommendations/ Observations
F9988	Fish And Wildlife Conservation Commission	WELLHOUSE – AQUATIC PLANT – TALLAHASSEE	3915 COMMONWEALTH BOULEVARD, Tallahassee, FL 32303	NOC	16	-	DOUGLAS ANNEX	16 GSF facility that houses the well that supports FWCC Aquatic operations. Given its special purpose, no major portfolio recommendation



Appendix E: Parking Condition Assessment

Savills Studley and TimHaahs (a leading engineering and architectural design firm, which focuses on parking garage solutions) performed an assessment of the parking facilities and operations in DMS managed facilities. The purpose of this assessment was to provide short-term and long-term recommendations to DMS for best practices in the parking industry. To assist with the assessment, Savills Studley and TimHaahs reviewed the following documents to understand the current operations:

- 2014 Paid Parking Presentation
- Paid Parking Presentations Final dated August 5, 2015
- Capitol Parking Map
- Final Parking Report Spreadsheet
- Oversell Potential Capitol Center Spreadsheet
- Parking Vacancy (Final Report)
- Parking Laws Reference
- Parking Rules 5000
- Parking Statute and Rules

In addition to reviewing DMS parking information, on Wednesday, September 21, 2016, Savills Studley and TimHaahs toured all of the DMS downtown parking facilities with DMS representatives in order to better understand which users (both by departments and office location) were assigned to each of the facilities and how the parking areas were allocated within the parking facilities. See Appendix K for important information regarding the parking condition assessments.

Parking Recommendations

Savills Studley and TimHaahs provided a parking condition assessment of the DMS downtown parking garages and select surface lots including FDOT Lots 24 and 45 (next to the Burns building adjacent to Cascades Park) and the HSMV's Kirkman surface lots on Apalachee parkway. There were two major takeaways from this analysis.

Underutilized Parking Space

Members of Savills Studley, TimHaahs, and DMS provided site visits of the parking garages and lots during normal business hours on Wednesday, September 21, 2016 to review the current utilization of each parking garage. We found many of the garages were underutilized, especially in garages with a high number of reserved parking permits. Even with the closing of the Senate Parking Garage, which transferred many of the existing parking permits to Garages D and E, many of the parking spaces in those garages were not in use. Additionally, other garages downtown were significantly underutilized, including Garage 50 (adjacent to the Turlington building) where the entire top floor was almost empty, and Garage C (South of the Fletcher building) which was 80% empty on the bottom floor.



Potential Recommendation

Perform the parking utilization analysis again during the Legislative session to review the impact of additional staff and visitors in Tallahassee on the parking condition in downtown Tallahassee. Depending on the outcome of this analysis, major reconfiguration of parking spaces downtown maybe warranted. This could include providing additional garage space to state employees who are currently parking in scramble surface lots. Additionally, DMS should work with agencies to further reduce the number of reserved spots downtown. Typically, for every 5 reserved spaces, 6 non-reserved vehicles can be accommodated (roughly a 20% increase in capacity).

Considering the high cost to build new parking garages, we recommend converting all reserved parking areas to general employee parking and only designating a select number of reserved spaces for employees who need to come and go throughout the day.

Subsidized Employee Parking Rates Impact

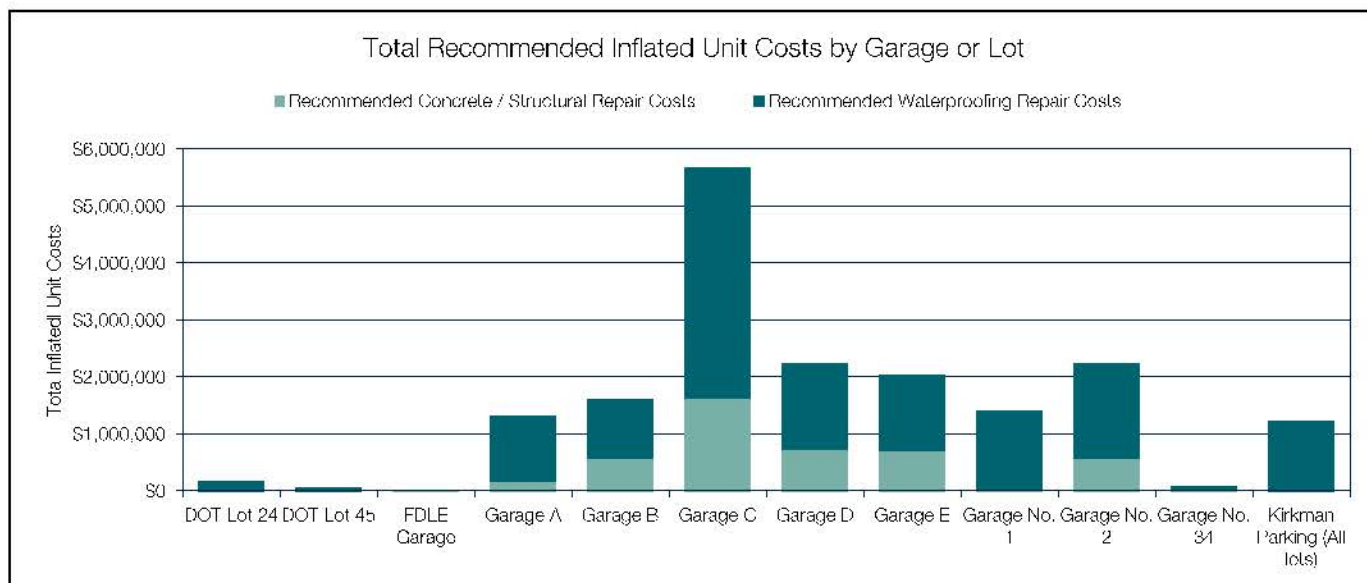
The average state employee pays about \$6.00 per month to park their vehicle in downtown Tallahassee parking garages, a rate that has not changed since 1972. While the current low parking rate benefits the state employee, it has a negative impact on the maintenance and repair of existing parking garages. Currently DMS only collects approximately \$326,000 a year in revenue to repair the downtown parking garages. With an existing backlog of \$18,071,460, it would take over 55 years to repair all the existing deficiencies with current funding. Below is a cost estimate table of parking garage needs by major cost category⁴³

	Recommended Concrete / Structural Repair Costs	Recommended Waterproofing Repair Costs	Total Recommended Costs
FDOT Lot 24	\$0	\$172,205	\$172,205
FDOT Lot 45	\$0	\$52,142	\$52,142
FDLE Garage	\$13,586	\$0	\$13,586
Garage A	\$161,537	\$1,153,681	\$1,315,219
Garage B	\$569,466	\$1,033,362	\$1,602,828
Garage C	\$1,640,849	\$4,033,031	\$5,673,880
Garage D	\$736,045	\$1,503,210	\$2,239,254
Garage E	\$701,520	\$1,343,493	\$2,045,013
Garage No. 1	\$19,508	\$1,389,852	\$1,409,360
Garage No. 2	\$576,772	\$1,667,241	\$2,244,013
Garage No. 34	\$45,632	\$24,786	\$70,418
Kirkman Parking (All lots)	\$0	\$1,233,543	\$1,233,543
Total	\$4,464,915	\$13,606,546	\$18,071,460

⁴³ Estimated costs are unit costs only. This cost does not include all project costs such as design, general conditions and contingency, which may in some cases increase individual cost estimates by 53%)



Provided below is a chart of the estimated parking garage repair needs.



While the state parking permit subsidy impacts revenue, it also negatively impacts the effectiveness of Transportation Demand Management (TDM) practices. Organizations are able to reduce the number of parking spaces needed for their operation by encouraging their users to carpool, utilize mass transit services, bike and walk. Due to the size of the current parking subsidy, it would cost more for an employee to take the bus to work than drive. In addition, the employee would also have a longer commute due to the bus schedule and transfers. Likewise, an employee may not find the additional time or effort to bike to work beneficial given the low parking fees. Until the subsidy is eliminated or significantly reduced, the state is providing a disincentive for utilizing alternate modes of transportation and reducing the demand on parking. Without increasing the current charge per employee per month substantially, DMS is relegated to continue subsidizing their parking garages through other revenue means.

Savills Studley recommends increasing the monthly employee parking rate to an average of \$25.00 per month per space in downtown Tallahassee to adequately maintain a maintenance reserve fund. These funds should be dedicated to the repairs of existing downtown parking garages, the parking management staff, and a trust fund for the eventual replacement of the current parking garages. At \$25.00 per month per space, the State would receive \$1,948,200 in revenue per year for space for parking expenses. These funds could pay off the existing \$18,071,460 in known deficiencies in 9.3 years, then could be used for future repairs and the eventual replacement of aging garages.



General Parking Observations and Recommendations

The information below summarizes our field observations, meetings, and recommendations to implement best practices for the management of the downtown Tallahassee parking assets. For specific recommendations for each parking garage, please review the next section in the report titled, "Parking Garage Facility Condition Assessment".

1. Parking garages are significantly underutilized. Even with an estimated 200 spaces closed in the Senate Parking Garage due to ongoing renovations, there was still plenty of available parking spaces observed in all State parking garages. For example, Garage 50, adjacent to the Turlington building, had almost an entire floor of empty spaces. We recommend regularly monitoring all parking garages, especially during the Legislative session to determine if the excess capacity is normal throughout the year.
2. A majority of the parking facilities are also in need of pressure washing and restriping the parking stalls. A well maintained facility is perceived as safer and more user friendly. In addition, TimHaahs has found that regular cleaning encourages employees to use trash receptacles. Lot 44 is a great example of a clean and user friendly surface lot.
3. Signage and wayfinding is not always clear and easy to understand. It was noted that all three people on the parking garage tour were confused as to the meaning of the sign and that there were multiple interpretations. Signage should be clear, concise, and only installed when appropriate. In addition, we recommend evaluating the placement of the signage to ensure sightlines are not being obscured from oncoming traffic and that motorists (specifically visitors) can easily see signs to navigate to the appropriate parking facility. During our tour, we noted the Garage C signage for the lower "Visitor Only" level is confusing as there are spaces marked as reserved on that level.
4. Several parking areas were improperly painted (i.e. "Visitor Parking" on the pavement and "Reserved" on the wall). Again, we recommend a comprehensive survey of all painted areas to ensure they are all consistent with the desired assignments. We specifically noted the "Visitor Parking" areas in Garage 3 were incorrect.
5. Non-FDOT employees were observed parking in Lot 45. While access equipment would certainly eliminate abuse, we would recommend utilizing other methods to encourage compliance as we believe the behavior could be changed relatively easily. We recommend installing new signage (including some temporary signs) with a clear message that the lot is for permit holders only M-F; 8a-5p and that unauthorized vehicles will be ticketed and/or towed, a public outreach message via social media to alert visitors to Cascades Park about which areas they can legally use when visiting the park during the weekday, daytime hours, on-site enforcement officer present daily during the peak hours of abuse to educate violators on where to park for the first two weeks and then issue citations/tow during the third and fourth week of the transition. A part-time or temporary employee could be used for this assignment. We would then recommend patrolling that facility at least once per week (on varying days and times) to maintain compliance and ticket/tow violators.
6. There are opportunities to increase the efficiency of the parking assets by further reducing the number of reserved parking permits. Typically, for every 5 reserved spaces, 6 non-reserved vehicles can be accommodated (roughly a 20% increase in capacity). Considering the high cost to build new parking garages



and the very low/subsidized existing parking rates, we recommend converting all reserved parking areas to general employee parking and only designating a select number of reserved spaces for employees who need to come and go throughout the day.

7. Regular evaluation of all parking garages in order to maximize the oversell factor for permits. It may be possible to increase the number of assigned users to some garages based on our field observations. This may be particularly important if a facility is closed for repairs.
8. Eliminating or significantly reducing the state parking permit subsidy. While the state parking permit subsidy impacts revenue (most employees only pay about \$6.00 per month), it also negatively impacts the effectiveness of transportation demand management (TDM) practices. Organizations are able to reduce the number of parking spaces needed for their operation by encouraging their users to carpool, utilize mass transit services, bike, and walk. Due to the size of the current parking subsidy, it would cost more for an employee to take the bus to work than drive. In addition, the employee would also have a longer commute due to the bus schedule and transfers. Likewise, an employee may not find the additional time or effort to bike to work beneficial given the low parking fees. Until the subsidy is eliminated or significantly reduced, the state is providing a disincentive for utilizing alternate modes of transportation and reducing the demand on parking.
9. Installation of parking access and revenue equipment. Given the dramatic changes in technology over the past five years, and the user mix in Tallahassee (with both older as well as younger visitors to state building), we recommend a hybrid system for the collection of parking revenue, if and when that should occur. We do suggest utilizing license plate information as a vehicle identifier (versus parking space number or displaying a receipt) as that has proven to be the most efficient and cost-effective way of managing users, revenue, and time limits.

For Visitor Space in DMS parking garages, below is a list of recommendations to collect revenue and monitor access of parking facilities:

- A. **Pay Stations and Kiosks:** Pay stations and Kiosks provide the benefit of collecting revenue both on- and off-street (For DMS facilities, that is primarily on-street). A single pay station may be sufficient for most small surface lots and/or a series of adjacent on-street parking spaces. While the per space installation cost may be higher than installing single space meters, the amount of sidewalk clutter and the ease of maintaining and collecting revenue from a few kiosks versus many more single space meters would likely provide a better long-term return on investment. In addition, many of the newer pay stations can also serve as information sources for visitors to provide interactive maps. Time restrictions can be included in the software to restrict patrons from trying to pay for more time than is permitted. Because the City of Tallahassee maintains the on-street parking, a shared solution with the City of Tallahassee may be a more cost effective solution. Below are some vendors to consider that provide these services:
 - i. T2/Digital
 - ii. Amano McGann
 - iii. Cale
 - iv. MacKay Meters
 - v. Parkeon
 - vi. SKIDATA
- B. **Pay-by-Cell:** Pay-by-Cell services allow motorists to pay for parking by utilizing their cellular



telephone or smartphone. Many vendors have free apps where the user can pre-enter in all of their vehicle and payment information to allow for simple payment without needing to fumble for change or their credit card. Implementation of a pay-by-cell service is typically free for the municipality or government entity as the vendors collect a service fee from the users who wish to utilize the service. The only expense to implement a pay-by-cell program is the cost to install signage which states the availability to pay using the selected vendor (and the corresponding phone number and zone information). As with the pay station, time restrictions can be implemented to restrict patrons from purchasing time in excess of the time limit for their location. Below are some vendors to consider who provide these services:

- i. MobileNOW
- ii. Parkmobile
- iii. PayByPhone

C. **License Plate Recognition:** The use of license plate recognition has grown substantially over the past five years and has proven to be a highly efficient method of identifying users using their license plate information. These systems allow a parking department to easily determine whether users exceed time limits by the use of auto-chalking, comparing their license plate information against the data from pay stations and pay-by-cell systems, and locate users with outstanding tickets or fines. Typically the system includes both hardware (cameras) and software (decoding the images into data which can be compared against a real-time database of valid users). Long-term, this solution could replace the physical tag system the State currently uses. Below are some hardware and software vendors to consider, with a note that not all hardware and software vendors may be compatible:

- i. Genetec
- ii. ParkMobile
- iii. T2 Systems
- iv. Gtechna
- v. Eltag
- vi. Paylock

10. Other comments based on 9/21/16 observations:

- The FDOT is leasing spaces on the other side of the Cascades Park train tracks but we observed vacant spaces throughout the day and Lot 47 was completely empty. We suggest revisiting the site during other days of the weeks and times throughout the day to observe overflow conditions.
- Vehicles parking in lots 11, 12, 13, 15 may be displaced in the future if changes are made by the City of Tallahassee for the Bloxham Annexes, but can be easily absorbed in nearby parking facilities based on 9/21 observations (~150 vehicles)

The table on the following page summarizes the user assignments by building as well as department. In general, the assignment by building is rather efficient with only a few facilities accommodating more than two buildings. However, the assignment by department illustrates the mixture of multiple departments within each building. This indicates a possibility to consolidate department locations which, in turn, would also further consolidate the parking assignments.



The table below shows the parking garages that were assessed in the study and the buildings that are associated with that parking garage.

BUILDING	PARKING FACILITY																		COUNT																	
	A	B	C	D	E	1	2	29	30	31	34	50	3	4	5	6	7	8		9	20	21	22	24	27	28	32	35	36	42	44	45	47	18		
Burns	X																						X									X	X		4	
Bryant	X	X																		X	X															4
Coleman																																	X		1	
Carlton	X	X	X																X	X															5	
Holland	X	X				X						X																							4	
Larson					X	X																													2	
Fletcher			X																																1	
Collins			X									X															X	X							4	
Turlington											X																			X					2	
Pepper											X																								1	
Elliott														X								X													2	
Knott				X	X																														2	
Gray				X	X																														2	
Senate				X			X																												2	
Capitol				X							X																								2	
House				X				X																											2	
Supreme Court					X																							X							2	
Caldwell			X			X						X														X									4	
Mayo	X													X	X	X					X														5	
COUNT	5	3	4	5	3	1	3	1	1	1	1	2	2	0	2	1	1	1	1	1	1	1	1	1	1	1	0	1	2	0	1	1	1	1		



Appendix F: Parking Garage Facility Condition Assessment

Savills Studley and its partner TimHaahs (a leading engineering and architectural design firm, which focuses on parking garage solutions) provided a facility condition assessment for 9 parking garages and 2 surface lots. The purpose of this assessment was to develop a list of needed repairs for each structure or lot, and provide a timeframe of when the repairs should be completed. Additionally, TimHaahs developed an order of magnitude repair budget for each location. See Appendix K for more important information regarding the Parking Garage Facility Condition Assessments.

Provided below is a general overview of each parking garage or lot, identified deficiencies and an order of magnitude repair estimate table for each location.

SURFACE PARKING LOTS 24 & 45



INTRODUCTION

Lot 24 is located at the intersection of Suwanee Street and East Gaines Street and Lot 45 is located at the intersection of Suwanee Street and East Lafayette Street in Tallahassee, FL. Both of these lots currently serve the Burns Building (Department of Transportation).

Lot 24 has a total of 472 spaces, with 74 of these spaces marked as “Reserved”. There are three access points, two located off of Suwanee Street and one located off of East Gaines Street. All of the traffic flow is two-way with 90 degree parking stalls.

Lot 45 consists of 120 spaces with one access point located off of Suwanee Street. All of the traffic flow is two-way with 90 degree parking stalls.

In general, Lots 24 and 45 appear to be in good condition with no immediate asphalt repairs recommended at this time. It is suggested that pavement markings in Lot 45 be replaced at this time due to deterioration of paint. Since the



parking lots are exposed to harsh weather and heavy vehicular traffic, it is likely that asphalt repairs/maintenance and restriping will be required in the future. These maintenance recommendations are reflected in the cost estimate.

FINDINGS AND RECOMMENDATIONS

1. ASPHALT REPAIRS AND MAINTENANCE:

No asphalt cracking or potholes were observed in either of the two surface lots. However, it is likely that future preventative asphalt maintenance will be required in order to help extend life of parking lot and avoid costly repairs due to neglect. Typical asphalt maintenance includes crack repair/sealing, patching and sealcoating.

There are many different conditions that can lead to asphalt cracking, including but not limited to repetitive vehicle stress, temperature cycling and settlement. Once a crack has formed, water is then able to intrude the asphalt and sub-base which leads to deterioration. It is our recommendation to address any asphalt cracks as they arise in a timely manner in order to slow any deterioration and to avoid more costly patching repairs.

Once the water intrudes the asphalt surface through unsealed cracks, the asphalt can then freeze and thaw causing further deterioration and expansion of the existing crack. This in turn creates potholes that will require asphalt patching repair.

In addition to crack and patching repairs, it is important to maintain asphalt protection by means of sealcoat material. Sealcoating provides a protective layer against water/oil intrusion and oxidation due to exposure by filling surface voids. Sealcoats also enhance the appearance of the pavement by providing a smooth, black surface. Typically, it is recommended to apply asphalt sealcoat every 3-5 years. Prior to application of sealcoat, pavement must be cleaned and all cracks/potholes must be repaired. Sealcoats also enhance the appearance of the pavement by providing a smooth, black surface.

2. PAVEMENT MARKINGS:

Pavement markings provide clear guidance and information to vehicles navigating the parking lots. It is important to restripe any paint that has deteriorated and is no longer serving its purpose. It will also be necessary to restripe all pavement markings for both lots after each sealcoat. The associated cost has been included in the cost estimate.

The pavement markings in Lot 24 are in good condition and it is not recommended to re-stripe at this time. However, the striping paint at Lot 45 exhibits signs of deterioration and is in need of new pavement markings.

3. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically to enhance the aesthetic and durability aspects of the surface parking lot.

- Investigation/follow-up repairs of asphalt cracking/potholes and any previously repaired items
- Investigation/follow-up repairs of sealcoating
- Cleaning up of asphalt surfaces periodically
- Re-striping of parking stalls and directional markings as necessary
- Periodic maintenance of MEP and drainage items (light fixtures, storm drains debris, etc.)

CONCLUSION

Based on the preceding evaluations of Lot 24 and Lot 45, TimHaahs believes that the surface lots are in excellent condition. Excellent is defined as “the element is sound with only routine maintenance required; like new condition”



Both parking lots will require future asphalt repairs and maintenance to help extend the life span of the structure in addition to restriping.

Please see the Order of Magnitude Cost Estimate of Repairs for both Lot 24 and 45 provided below. Given the service life of the sealcoat system, a second and third cost is included at 5 and 10 years which represent the future replacement of this system and restriping. The estimates were developed based solely on our visual observations. Should material prices or other factors change at the time that repairs are performed, cost escalations may impact the estimate.

ORDER OF MAGNITUDE REPAIR ESTIMATE

Lot 24				Recommended Repair Program - Lot 24				
Order of Magnitude Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 5 Costs, \$	Year 10 Costs, \$	
Parking Lot Repair Items								
1	Asphalt Sealcoating	17,500	SY	3.00	105,000		52,500	52,500
2	New Pavement Markings	472	EA	8.00	7,552		3,776	3,776
Sub-Total					112,552	0	56,276	56,276
							+3%	+30%
Sub-Total (With Cost Increases Due to Deferred Work)						0	57,964	73,159
Total Hard Cost					\$131,123	\$0	\$57,964	\$73,159
				Recommended Repair Program - Lot 45				
Order of Magnitude Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 5 Costs, \$	Year 10 Costs, \$	
Parking Lot Repair Items								
1	Asphalt Sealcoating	5,200	SY	3.00	31,200		15,600	15,600
2	New Pavement Markings	120	EA	8.00	2,880	960	960	960
Sub-Total					34,080	960	16,560	16,560
							+3%	+30%
Sub-Total (With Cost Increases Due to Deferred Work)						960	17,057	21,528
Total Hard Cost					\$39,545	\$960	\$17,057	\$21,528

Notes:

- The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repairs



FDLE PARKING GARAGE

INTRODUCTION

The FDLE parking garage is located at 2331 Phillips Road in Tallahassee, Florida. The parking garage only serves the FDLE.

The parking garage consists of a continuous, flat slab-on-grade parking area located beneath the offices of the FDLE Office Building. Parking is positioned into six short bay segments conforming to the ninety degree, saw-tooth facadé footprint of overhead office building. The six bays of parking measure approximately 65 feet by 160 feet with a cumulative total of approximately 62,400 SF. The traffic flow is two-way and the angle of parking is ninety degrees. Two (2) vehicular access points serve the garage, an entry and exit lane to the north end and an entry and exit lane at the south end of the garage.

As a part of the overall structure, the parking garage consists of a combination of construction materials initially incorporated as part of the overall building design. The overhead structure is steel framing and concrete slab with spray-on fireproofing supported by steel columns. All columns are encased within concrete for fire protection and resistance to vehicular damage. Interior walls are cast-in-place concrete. Exterior walls are precast concrete with openings for vehicle drives, pedestrian passage and simulated windows. Multiple enclosed stairways access the office areas above which are referred to as Building(s) A, B, C and D. Observations of the stairwells serving the parking deck were not included within the scope of this assessment.

OBSERVATIONS

Overall, we found the FDLE Parking Garage to be in good condition. Based upon visual observations, the garage does appear to be well kept but still in need of maintenance and repairs. The FDLE Parking Garage occupies an enclosed space beneath the footprint of a larger office building. As such, there is less exposure of the interior floor surfaces to the full range of exterior elements and weathering. While the floor surfaces are in a semi-protected environment and less prone to direct weather damage, they are still vulnerable to blow-in rain, water and motor fluids dripping from cars, thermal expansion and contraction, internal stress and structural constraints. The parking areas were generally in good order and clean of trash and debris. The FDLE Parking Garage does appear to be functioning satisfactorily for employee parking.

FINDINGS AND RECOMMENDATIONS

1. FLOOR SLAB and WALL CRACKING:

In general, the cast-in-place concrete floors and walls are in good condition. Localized areas of cracking were observed primarily at columns and around pedestrian passageways. The cracks observed in the slab did not appear to be dynamic, meaning they are no longer growing. Precast wall panels contained multiple cracks primarily located at and near the corners of window openings and pedestrian passageways.

It is recommended to repair (horizontal) floor cracks using the "rout and seal" method. This will require all medium to wide cracks (0.01 inch or wider) to be routed and sealed with joint sealant. Wall cracks (vertical) within the precast panels and concrete walls should be repaired using the "epoxy injection method" which requires injecting epoxy resin into the crack. If not repaired moisture may infiltrate the cracks of exterior walls and eventually reach the embedded reinforcing causing corrosion of the reinforcing and delamination of the concrete surface.



2. CONCRETE REPAIRS:

Spalling was observed at wall penetrations for the pedestrian passageways. These openings appear to have been cut in the field as the side surfaces have previously been parged. In some locations reinforcing steel is visible where the field finish has failed. Concrete overlay materials previously placed at the base of many columns has failed and is spalling. The overlay material was placed in a manner covering the expansion strips at the base of the columns causing it to fail as the building naturally moved during periods of thermal expansion and contraction.

Localized spalling was also observed at multiple base connections to the interior face of the precast wall panels. Previous concrete overlay material may have been installed in response to a ponding situation. Spalling at the top of a small number of columns was observed.

It is recommended to address spalling conditions with the shallow depth removal of deteriorated and unsound materials, restoring exposed reinforcing material where present and rebuilding the location with an approved concrete mix. Spalling observed at the base of columns appears to be a superficial skim coat and does not pose a structural concern. It should be addressed as a tripping hazard and source for future deterioration. Concrete overlays applied in areas of structural stress concentration, such as the movement of columns at floor level, should be provided with a tooled joint atop the expansion strip and a sealant material applied therein.

3. GARAGE WATERPROOFING SYSTEMS:

Sealants have only been applied to exterior locations such as the joints between wall panels, around window frames and where different materials meet within the facadé treatment. These joints appeared to be in good condition. Sealants were not in used at interior wall connections, cove joints or columns at floor penetrations. Primary waterproofing systems for parking garages include joint and cove sealants typically having a service life in the range of 7 to 10 years. Without these measures in place moisture can infiltrate the concrete structure potentially leading to the deterioration (rusting and spalling) of the reinforcement and structural connections in an ongoing cycle of deterioration.

The need for replacement of existing joint sealant materials does not appear to be a significant consideration at this time. Replacement of all joint sealant materials should be a consideration within the schedule of regular periodic maintenance.

4. STRUCTURAL STEEL PAINTING:

Steel brackets and connections for the perimeter precast panels show signs of rusting and corrosion in several locations of the main garage at both the top and bottom installations.

It is recommended that all miscellaneous brackets at the precast walls be addressed promptly to minimize ongoing rusting and deterioration. Connection materials for precast panels should be cleaned of rust, primed (cold galvanize paint application) and finish coat painted. Paint products must be verified for compatibility.

5. MISCELLANEOUS REPAIRS:

The steel beams and girders framing the garage ceiling have been coated with a spray-on application fireproofing system. In small localized areas, the fireproofing material has become loose or has been damaged by impact and has spalled off exposing bare steel beneath. It is recommended to address areas of damaged fireproofing coverage by a professional service to repair and maintain the integrity of the system in case of a fire emergency.

Vertical hairline cracks were noted in the concrete covering at some column. In addition to impact protection of the column, this concrete coating primarily serves to provide fire protection for the encased steel. The cracking observed at these columns appears to be superficial and does not pose a structural concern. However, these locations should be periodically inspected to verify if the cracking has worsened leading to potential spalling and deterioration. It is recommended to address these areas using the "epoxy injection method" as previously noted in item No. 1 if these cracks increase in size.



5. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically per the parking garage restoration specialty engineer's recommendations to enhance the aesthetic and durability aspects of the parking facility.

- Investigation/follow-up repairs of parking garage structural members and restored items
- Investigation/follow-up repairs of waterproofing components (sealants,)
- Cleaning up of wall/deck surfaces periodically
- Re-striping of parking stalls and traffic arrows
- Cleaning of floor drains
- Periodic maintenance of MEP items (light fixtures, fire-protection system, etc.)

CONCLUSION

Based on the preceding visual evaluation of the FDLE Parking Garage, Tim Haahs believes that the facility is in good condition. Good is defined as structurally sound with minimal preventive maintenance / repairs required beyond routine maintenance to extend the life cycle of the structure. Portions of the parking facility will require repairs, and a well-planned and properly funded preventive maintenance program will help to extend the life span of the structure.

The estimated cost of the repairs and replacement is \$8,880 for the sum of all costs recommended. An estimated sum for annual maintenance/replacement reserve funding is \$16,200 (with the unit cost of \$0.26/SF based on the parking garage industry's maintenance data). Provided below is the order of magnitude repair estimate table. The estimates were developed based solely on our visual observations. Should material prices or other factors change at the time that repairs are performed, cost escalations may impact the estimate.

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ORDER OF MAGNITUDE REPAIR ESTIMATE

FDLE				Recommended Repair Program				
Order of Magnitude Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 2 Costs, \$	Year 10 Costs, \$	
Concrete / Structural Repair Items								
1	Floor Slab Crack Repair	40	LF	4.50	180	180		
2	Floor Slab Spall Repair	15	SF	60.00	900	900		
3	Vertical Surface Crack Repair	30	LF	80.00	2,400	2,400		
4	Vertical Surface Spall Repair	30	SF	80.00	2,400	2,400		
5	Concrete Overlay	40	SF	60.00	2,400		2,400	
6	Misc. Paint (Steel Precast Wall Conn)	1	LS	600.00	600		600	
Waterproofing Repair Items								
Sub-Total					8,880	5,880	3,000	0
							+3%	+30%
Sub-Total (With Cost Increases Due to Deferred Work)						5,880	3,090	0
Total Hard Cost					\$8,970	\$5,880	\$3,090	\$0

Notes:

- The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repairs



PARKING GARAGE A



INTRODUCTION

The parking garage is located at South Gadsden Street and East St Augustine Street in Tallahassee, Florida. The parking garage serves the Bryant, Carlton, Elliot and Mayo Buildings.

The parking garage consists of two bays of flat parking with no internal or external ramping system. All of the traffic flow is one-way with angled parking down the aisles and 90 degree stalls at the end bays. The parking garage consists of three (3) tiers of parking with out-to-out dimensions of 112'-0" x 323'-0". The parking garage contains approximately 320 parking spaces over approximately 99,200 square feet. There are two (2) separate vehicular access points off of East St Augustine Street, providing means of entry and exit to both the first and second tiers. Vehicular access for the top level is located off of South Gadsden Street. There is one (1) stair tower for pedestrian circulation located in the southeast corner of the garage.

The parking garage consists of structural steel I-beam columns, beams and girders with a cast-in-place, mildly reinforced concrete slab. The columns are spaced approximately 20'-0" on center along three (3) rows in the long direction of the garage with beams spaced at 10'-0" on center in the short direction. The façade of the garage includes precast spandrel panels attached to a cast-in-place barrier wall with slotted angle connections. The stair structures are constructed of cast-in-place walls and metal pan stairs with precast treads.

In general, the structural steel framing appears to be in good condition and does not require re-painting at this time. The cast-in-place concrete floor slabs show cracking on every level. Several of these cracks are full depth meaning they appear on the top side of the slab at the underside.



The plumbing system consists of area floor drains provided throughout the structure. The risers are located next to columns.

Most of the waterproofing systems, such as expansion joints, traffic deck coating, cove and joint sealants have deteriorated and are no longer serving their purpose. These systems are designed to protect the structure from moisture intrusion due to weather.

Since the parking garage is exposed to harsh weather, the floor deck cracking/spalling and waterproofing issues are critical items to be addressed in order to minimize the repair/maintenance costs.

FINDINGS AND RECOMMENDATIONS

1. FLOOR SLAB CRACKING:

There were many cracks that have been previously repaired and were observed to be in good condition. Miscellaneous cracking in the floor slab was observed throughout the garage. Typically a crack will form due to shrinkage or temperature fluctuation.

The cracks found in the slab did not appear to be dynamic, meaning they are no longer growing. Therefore it is recommended to repair all cracks using the "rout and seal" method. This will require all medium to wide cracks (0.01 inch or wider) to be routed and sealed with joint sealant. It is recommended to repair all overhead cracks with "epoxy injection method" which requires injecting epoxy resin into the crack. If not repaired moisture will infiltrate the cracks and eventually reach the embedded reinforcing causing corrosion of the reinforcing and delamination of the slabs.

2. FLOOR SLAB DELAMINATION AND SPALLING:

Some delamination, or horizontal fractures/cracks, were observed throughout the garage. These are typically the result of corrosion-induced deterioration and are worsened by free-thaw cycles. Delamination can lead to larger concrete section spalling, accelerated corrosion of embedded steel, and potentially wheel punch-through. It is recommended to remove the deteriorated concrete utilizing either partial or full- depth concrete repair procedures as required. Where reinforcement is exposed and/or corroded, the reinforcement should be cleaned and re-painted with cold-galvanizing paints or replaced as required.

Previously repaired floor spalls appear to be in good condition.

3. STRUCTURAL STEEL PAINTING:

In general, the paint on structural steel beams, girders, columns and metal pan stairs/handrails appears to be in good condition. Although it is not necessary at this time, re-painting of these items will likely be required in the future (Year 10) and is reflected in the order of magnitude cost estimate.

However, signs of corrosion and deterioration of paint were observed at spandrel angle connections. It is recommended to remove paint at all spandrel connections, remove rust and re-paint connections.

4. GARAGE WATERPROOFING SYSTEMS:

The garage waterproofing systems which consist of the traffic deck coating, joint and cove sealants have a typical life of 7 to 10 years. All waterproofing systems have begun to deteriorate and are no longer effective. Without these measures in place, moisture can infiltrate the concrete structure which can lead to deterioration.

The cove sealant at the top of the perimeter cast-in-place barrier walls were observed to be in good condition at each level and do not need to be replaced at this time. However, given the typical life span, these will need to be replaced in Year 10 and are reflected in the cost estimate. It is recommended that all other joint and cove sealants be replaced throughout the garage at this time.

A traffic deck coating was placed at the end bay of the second tier and across entire top tier but has since deteriorated. It is recommended to remove and replace all of the traffic deck coating in the garage.



5. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically per the parking garage restoration specialty engineer's recommendations to enhance the aesthetic and durability aspects of the parking facility.

- Investigation/follow-up repairs of parking garage structural members and restored items
- Investigation/follow-up repairs of waterproofing components (sealants, traffic deck coating)
- Cleaning up of wall/deck surfaces periodically
- Re-striping of parking stalls and traffic arrows
- Cleaning of floor drains and risers
- Periodic maintenance of MEP items (light fixtures, fire-protection system, etc.)

CONCLUSION

Based on the preceding visual evaluation of Garage A, Tim Haahs believes that the facility is in fair condition. Fair is defined as "the facility is structurally sound with preventive maintenance/repairs required beyond routine maintenance to enhance the major durability items such as floor deck cracking, steel painting and drainage issues necessary to extend the life span of the parking facility." Portions of the parking facility require repairs, and a well-planned and properly funded preventive maintenance program will help to extend the life span of the structure.

The estimated cost of the repairs and replacement is \$859,620 for the sum of all costs recommended and the estimated annual maintenance/replacement reserve fund is \$25,800 (with the unit cost of \$0.26/SF based on the parking garage industry's maintenance data). The restoration program could be performed in two (2) phases such as structural/concrete repairs as the first phase and traffic deck coating application, sealants, expansion joints and painting as the second phase. Given the service life of the waterproofing systems and steel paint, a second cost is included at 10 years which represents the future replacement of this system. Refer to the order of magnitude cost estimate at the end of this paragraph. The estimates were developed based solely on our visual observations. Should material prices or other factors change at the time that repairs are performed, cost escalations may impact the estimate.

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ORDER OF MAGNITUDE REPAIR ESTIMATE

Garage A				Recommended Repair Program				
Order of Magnitude Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 2 Costs, \$	Year 10 Costs, \$	
Concrete / Structural Repair Items								
1	Floor Slab Crack Repair	440	LF	4.50	1,980	1,980		
2	Overhead Ceiling Crack Repair	30	LF	50.00	1,500	1,500		
3	Floor Slab Spall Repair	55	SF	60.00	3,300	3,300		
4	Paint Steel Framing (all levels)	1	LS	94,300.00	94,300		94,300	
5	Misc. Paint (Stairs/handrails)	1	LS	1,500.00	1,500		1,500	
6	Misc. Paint (Spandrel Connections)	1	LS	1,500.00	3,000		1,500	
Waterproofing Repair Items								
7	Traffic Deck Coating - Top Tier (Remove and Replace)	40,700	SF	8.00	651,200		325,600	
8	Cove and Joint Sealants (year 2)	2,000	LF	3.00	12,000		6,000	
9	Cove and Joint Sealants (year 10)	3,400	LF	3.00	10,200		10,200	
10	Expansion Joint	224	LF	180.00	80,640		40,320	
Sub-Total					859,620	6,780	373,420	
						+3%	+30%	
Sub-Total (With Cost Increases Due to Deferred Work)						6,780	623,246	
Total Hard Cost					\$1,014,649	\$6,780	\$623,246	

Notes:

- The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repairs



PARKING GARAGE B



INTRODUCTION

The parking garage is located at South Meridian Street and East Madison Street in Tallahassee, Florida. The parking garage serves the Bryant and Holland Buildings (State of Florida).

The parking garage consists of three-bays of flat parking with no internal or external ramping system. All of the traffic flow at drive aisles is one-way with angled parking and two-way at end bays with 90 degree parking stalls. The parking garage consists of four (4) tiers of parking with out-to-out dimensions of 146'-0" x 243'-0". The parking structure contains approximately 430 parking spaces over approximately 130,240 square feet. The ground level has one (1) vehicular access point located off of South Meridian Street. There are two (2) separate vehicular access points off of East Madison Street, providing means of entry and exit to both the second and third levels. Vehicular access for the fourth tier is located off of South Gadsden Street. There are a total of two (2) stair towers for pedestrian circulation, which are located in the southeast and northeast corners of the garage.

The parking garage consists of structural steel I-beam columns, beams and girders with a cast-in-place, mildly reinforced concrete slab. The columns are spaced approximately 20'-0" on center along four (4) rows in the long direction of the garage with beams spaced at 10'-0" on center in the short direction. The façade of the garage includes precast spandrel panels attached to a cast-in-place barrier wall with slotted angle connections. The stair structures are constructed of cast-in-place walls and metal pan stars with precast treads.



In general, the structural steel framing appears to be in good condition despite significant amounts of peeling paint observed. The cast-in-place concrete floor slabs show cracking on every level. Several of these cracks are full depth meaning they appear on the top side of the slab at the underside.

The plumbing system consists of area floor drains provided throughout the structure. The risers are located next to columns.

Most of the waterproofing systems such as traffic deck coating, cove and joint sealants have deteriorated and are no longer serving their purpose. These systems are designed to protect the structure from moisture intrusion due to weather.

Since the parking garage is exposed to harsh weather, the steel paint, concrete cracking/spalling and joint sealing issues are critical items to be addressed in order to minimize the repair/maintenance costs.

FINDINGS AND RECOMMENDATIONS

1. FLOOR SLAB CRACKING:

The garage structure has been constructed on two different materials (steel and concrete) which react to temperature stress in different ways. These differences typically result in additional stresses in the concrete slab, and can lead to full and partial depth cracking. Also, during the initial construction, as the concrete began to harden and shrink – shrinkage stresses are induced into the slab. In some cases these shrinkage stresses can cause the slab to crack as well.

The cracks found in the slab did not appear to be dynamic, meaning they are no longer growing. Therefore it is recommended to repair all cracks using the “rout and seal” method. This will require all medium to wide cracks (0.01 inch or wider) to be routed and sealed with joint sealant. It is recommended to repair all overhead cracks with “epoxy injection method” which requires injecting epoxy resin into the crack. If not repaired moisture will infiltrate the cracks and eventually reach the embedded reinforcing causing corrosion of the reinforcing and delamination of the slabs.

2. FLOOR SLAB DELAMINATION AND SPALLING:

Some delamination, or horizontal fractures/cracks, were observed throughout the garage. These are typically the result of corrosion-induced deterioration and are worsened by free-thaw cycles. Delamination can lead to larger concrete section spalling, accelerated corrosion of embedded steel, and potentially wheel punch-through. It is recommended to remove the deteriorated concrete utilizing either partial or full- depth concrete repair procedures as required. Where reinforcement is exposed and/or corroded, the reinforcement should be cleaned and re-painted with cold-galvanizing paints or replaced as required.

3. VERTICAL SURFACE CRACKING:

Some cracking was observed on vertical concrete surfaces throughout the garage. It is recommended to repair fine cracks on vertical surfaces by applying a high-performance corrosion inhibiting coating over cracked surfaces. Visible medium-to-wide cracks in vertical members should be repaired using epoxy injection methods.

4. VERTICAL SURFACE SPALLING:

Vertical surface spalling was occasionally observed at vertical concrete surfaces throughout the garage. It is recommended to remove the unsound concrete beyond the spalled area. Where reinforcement is exposed and/or corroded, the reinforcement should be cleaned and re-painted with cold-galvanizing paint or replaced as required. Repair cavities with new cementitious repair mortar as required.

5. STRUCTURAL STEEL PAINTING:

Due to moisture infiltration through the existing joint sealants and floor cracks, as well as deterioration/peeling of steel paint, several of the steel beams, girders and columns have encountered some level of corrosion. The majority of corrosion was observed at the third and top tiers. Without more in-depth destructive testing, the full extent of the corrosion is not known. From a visual inspection, it appears that the top beam flanges were most affected. Corrosion and deterioration of paint was also observed at spandrel angle connections and throughout the metal pan stairs/handrails.



The amount of steel section loss must be determined in order to develop repair details if necessary. All repair details must be done under the direction of a licensed structural engineer. The existing paint is in fair to poor condition and it is recommended that all existing paint be removed from all structural steel members at each tier. Once areas of rust are removed and necessary repairs are complete, all steel surfaces shall be re-painted. Applying new paint to all surfaces will help protect steel from future corrosion.

6. GARAGE WATERPROOFING SYSTEMS:

The garage waterproofing systems which consist of the traffic deck coating, joint and cove sealants have a typical life of 7 to 10 years. All waterproofing systems have begun to deteriorate and are no longer effective. Without these measures in place, moisture can infiltrate the concrete structure which can lead to deterioration.

At the second and fourth tiers, the cove sealant at the top of the perimeter cast-in-place barrier wall was observed to be in good condition and does not need to be replaced at this time. However, given the typical life span, these will need to be replaced in Year 10 and are reflected in the cost estimate. It is recommended that all other joint and cove sealants be replaced throughout the garage at this time.

A traffic deck coating was placed at the top tier but has since deteriorated. It is recommended to remove and replace all of the traffic deck coating in the garage as well.

7. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically per the parking garage restoration specialty engineer's recommendations to enhance the aesthetic and durability aspects of the parking facility.

- Investigation/follow-up repairs of parking garage structural members and restored items
- Investigation/follow-up repairs of waterproofing components (sealants, traffic deck coating)
- Cleaning up of wall/deck surfaces periodically
- Re-striping of parking stalls and traffic arrows
- Cleaning of floor drains and risers
- Periodic maintenance of MEP items (light fixtures, fire-protection system, etc.)

CONCLUSION

Based on the preceding visual evaluation of Garage B, Tim Haahs believes that the facility is in fair condition. Fair is defined as "the facility is structurally sound with preventive maintenance/repairs required beyond routine maintenance to enhance the major durability items such as floor deck cracking, steel painting and drainage issues necessary to extend the life span of the parking facility." Portions of the parking facility require repairs, and a well-planned and properly funded preventive maintenance program will help to extend the life span of the structure.

The estimated cost of the repairs and replacement is \$1,047,600 the sum of all costs recommended and the estimated annual maintenance/replacement reserve fund is \$33,862 (with the unit cost of \$0.26/SF based on the parking garage industry's maintenance data). The restoration program could be performed in two (2) phases such as structural/concrete repairs as the first phase and traffic deck coating application, sealants and painting as the second phase. Given the service life of the waterproofing systems and steel paint, a second cost is included at 10 years which represents the future replacement of this system. Refer to the attached order of magnitude cost estimate at the end of this paragraph. The estimates were developed based solely on our visual observations. Should material prices or other factors change at the time that repairs are performed, cost escalations may impact the estimate.

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ORDER OF MAGNITUDE REPAIR ESTIMATE

Garage B				Recommended Repair Program				
Order of Magnitude Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 2 Costs, \$	Year 10 Costs, \$	
Concrete / Structural Repair Items								
1	Floor Slab Crack Repair	3,400	LF	4.50	15,300	15,300		
2	Overhead Ceiling Crack Repair	250	LF	50.00	12,500	12,500		
3	Floor Slab Spall Repair	80	SF	60.00	4,800	4,800		
4	Vertical Surface Crack Repair	365	LF	80.00	29,200	29,200		
5	Vertical Surface Spall Repair	30	SF	80.00	2,400	2,400		
6	Paint Steel Framing (all tiers)	1	LS	150,000	300,000		150,000	150,000
7	Misc. Paint (Steel Stairs/Spandrel Conn.)	1	LS	4,000.	8,000		4,000	4,000
Waterproofing Repair Items								
8	Traffic Deck Coating - Top Tier (Remove and Replace)	40,000	SF	8.00	640,000		320,000	320,000
9	Cove and Joint Sealants (year 2)	3,500	LF	3.00	21,000		10,500	10,500
10	Cove and Joint Sealants (year 10)	4,800	LF	3.00	14,400			14,400
Sub-Total					1,047,600	64,200	484,500	498,900
							+3%	+30%
Sub-Total (With Cost Increases Due to Deferred Work)						64,200	499,035	648,570
Total Hard Cost					\$1,211,805	\$64,200	\$499,035	\$648,570

1. The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repairs



PARKING GARAGE C



INTRODUCTION

The parking garage is located at South Monroe Street in Tallahassee, Florida. The parking garage primarily serves the Fletcher Building.

The parking garage consists of five-bays of flat parking. No vehicular vertical circulation is provided; all levels are accessed from the adjacent streets. All of the traffic flow is one-way with angled parking. The parking garage consists of 4 tiers of parking with out-to-out dimensions of 276'-0" x 443'-0". The parking structure contains approximately 1,400 parking spaces over approximately 409,000 square feet. Vehicular access points are located off of East Bloxham Street, South Adams Street, and South Monroe Street. A vehicular/pedestrian bridge is located at the north end of the garage that allows access to the top tier. There are six (6) stair towers – four (4) are located in each corner and two (2) in the center of the garage at the perimeter. At the south end of the garage an electrical shop has been constructed adjacent to the garage. This appears to be a separate structure from the garage and has its own framing system. The structure consisted of cast-in-place concrete columns, beams and slabs.



The parking garage consists of structural steel I-beam columns, beams and girders with a cast-in-place, mildly reinforced concrete slab. The columns are spaced approximately 30'-0" on centers. The stair structures are constructed of precast concrete and steel pan treads and risers. The façade consists of precast concrete panels supported by the structure.

In general, the structural steel framing appears to be in good condition despite significant amounts of peeling paint observed.

Large amounts of cracks have formed in the concrete slab, mainly on the top level. These cracks appear to be older no longer propagating. It is more than likely these cracks are due to temperature and shrinkage stresses.

Most of the waterproofing systems such as traffic deck coating, cove and joint sealants have deteriorated and are no longer serving their purpose. These systems are designed to protect the structure from moisture intrusion due to weather.

Since the parking structure is exposed to harsh weather floor deck cracking, drainage slopes and floor joint sealing issues are major items to be addressed in order to minimize the repair/maintenance costs.

FINDINGS AND RECOMMENDATIONS

1. FLOOR SLAB CRACKING:

The garage structure has been constructed on two different materials (steel and concrete) which react to temperature stress in different ways. These differences typically result in additional stresses in the concrete slab, and can lead to full and partial depth cracking. Also, during the initial construction, as the concrete began to harden and shrink – shrinkage stresses are induced into the slab. In some cases these shrinkage stresses can cause the slab to crack as well.

The cracks found in the slab did not appear to be dynamic, meaning they are no longer growing. Therefore it is recommended to repair all cracks using the "rout and seal" method. This will require all medium to wide cracks (0.01 inch or wider) to be routed and sealed with joint sealant. It is recommended to repair all overhead cracks with "epoxy injection method" which requires injecting epoxy resin into the crack. If not repaired moisture will infiltrate the cracks and eventually reach the embedded reinforcing causing corrosion of the reinforcing and delamination of the slabs.

2. STRUCTURAL STEEL PAINTING:

Due to moisture infiltration through the existing joint sealants and floor cracks, as well as deterioration/peeling of steel paint, several of the steel beams, girders and columns have encountered some level of corrosion. Without more in-depth destructive testing, the full extent of the corrosion is not known. From a visual inspection, it appears the top beam flanges were most affected. The amount of steel section loss must be determined in order to develop repair details as necessary. All repair details must be done under the direction of a licensed structural engineer. The existing paint is in fair to poor condition and it is recommended that all existing paint be removed from all structural steel members at each tier. Once areas of rust are removed and necessary repairs are complete, all steel surfaces shall be re-painted. Applying new paint to all surfaces will help protect steel from future corrosion.

As with the structural steel, the steel precast spandrel connections have rust in various locations. Any issues regarding these connections should be addressed promptly. All rust must be removed and painted with rust inhibiting primer and top coat. It is recommended to follow this procedure on all precast spandrel connections.

The steel pan stairs are also showing signs of rust. It is recommended to remove all rust and repaint each of the stairs.

3. GARAGE WATERPROOFING SYSTEMS:

The primary waterproofing systems for the parking garage are the traffic deck coating, joint and cove sealants; typically having a service life in the range of 7 to 10 years. Without these measures in place moisture can infiltrate the structure potentially leading to deterioration (rusting and spalling) of the reinforcement and structural connections.



The traffic deck coating in place over tiers 3 and 4 has deteriorated and is recommended to be removed and replaced. The joint and cove sealants have also deteriorated and are failing which is allowing moisture to access the steel connections. It is recommended to remove and replace all sealants throughout the garage.

4. EXPANSION JOINTS:

Due to the length of the garage an expansion joint was placed transversely in the middle of the structure on each tier. The joint material is worn and has become detached from the concrete slab in many places. Expansion joints are also located at the vehicular/pedestrian bridges. These joints are covered with a metal plate since they are located in a pedestrian area. In some cases this plate is no longer connected creating a tripping hazard. It is recommended to replace all expansion joints with current product design joint systems readily available from multiple sources. The installation of new expansion joints will need to address the installation of a new block out to seat the expansion joints to the floor slabs.

5. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically per the parking garage restoration specialty engineer's recommendations to enhance the aesthetic and durability aspects of the parking facility.

- Investigation/follow-up repairs of parking garage structural members and restored items
- Investigation/follow-up repairs of waterproofing components (sealants, traffic deck coating)
- Cleaning up of wall/deck surfaces periodically
- Re-stripping of parking stalls and traffic arrows
- Cleaning of floor drains and risers
- Periodic maintenance of MEP items (light fixtures, fire-protection system, etc.)

CONCLUSION

Based on the preceding visual evaluation of Garage C, Tim Haahs believes that the facility is in fair condition. Fair is defined as "the facility is structurally sound with preventive maintenance/repairs required beyond routine maintenance to enhance the major durability items such as floor deck cracking, steel painting and drainage issues necessary to extend the life span of the parking facility." Portions of the parking facility require repairs, and a well-planned and properly funded preventive maintenance program will help to extend the life span of the structure.

The estimated cost of the repairs and replacement is \$3,708,418 for the sum of all costs recommended and the estimated annual maintenance/replacement reserve fund is \$106,340 (with the unit cost of \$0.26/SF based on the parking garage industry's maintenance data). The restoration program could be performed in two (2) phases such as structural/crack sealing repairs as the first phase and traffic deck coating application, sealants and painting as the second phase. Given the service life of the waterproofing systems a second cost is included at 10 years which represents the future replacement of this system. Refer to the attached order of magnitude cost estimate at the end of this report. The estimates were developed based solely on our visual observations. Should material prices or other factors change at the time that repairs are performed, cost escalations may impact the estimate.

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ORDER OF MAGNITUDE REPAIR ESTIMATE

Garage C				Recommended Repair Program				
Order of Magnitude Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 2 Costs, \$	Year 10 Costs, \$	
Concrete / Structural Repair Items								
1	Floor Slab Crack Repair	31,100	LF	4.50	139,950	139,950		
2	Vertical Crack Repairs	310	LF	50.00	15,500	15,500		
3	Paint Steel Framing (all tiers)	1	LS	450,000.00	900,000		450,000	
4	Misc. Paint (steel stairs/spandrel conn.)	1	LS	8,500.00	17,000		8,500	
Waterproofing Repair Items								
5	Traffic Deck Coating - Top Tier (Remove and Replace)	136,608	SF	8.00	2,185,728		1,092,864	
6	Traffic Deck Coating - Tier 3 (Remove and Replace)	11,100	SF	8.00	177,600		88,800	
7	Cove and Joint Sealants	10,040	LF	3.00	60,240		30,120	
8	Expansion Joint Replacement	590	LF	180.00	212,400		106,200	
Sub-Total					3,708,418	155,450	1,776,484	
						+3%	+30%	
Sub-Total (With Cost Increases Due to Deferred Work)						155,450	2,309,429	
Total Hard Cost					\$4,294,658	\$155,450	\$2,309,429	

Notes:

- The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repairs

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PARKING GARAGE D



INTRODUCTION

Parking Garage D is located at the intersection of Duval Street and West Madison Street in Tallahassee, Florida. This parking garage serves the employees of the Florida Supreme Court Building and adjacent government office buildings. Parking Garage D is located directly east of Parking Garage E with a connecting bridge crossing above Bronough Street providing for two-way movements of both vehicular and pedestrian traffic between the two garages.

The parking garage consists of four tiers of flat parking with entry-exit drives consisting at matching street elevations allowing for direct entry and exiting at tiers 1, 2, 3 and 4. Tier 1 is accessed with entry and exiting on Bronough Street. Tier 2 is accessed with entry and exiting on West Madison Street. Tiers 3 and 4 are individually accessed with entry and exit drives on St. Augustine Street. Tiers 2, 3 and 4 are structurally framed, elevated tiers each measuring



approximately 224 feet by 224. Tier 1 is three bays wide, slab-on-grade, extending east from South Bronough Street, measuring approximately 224 feet by 170 feet.

The initial parking capacity of Garage D has been expanded with the more recent construction of a three tier, precast addition (5th bay) attached to the southeast quadrant of the main garage structure. The newer addition measures approximately 143'-0" by 58'-0" out-to-out with parking matching tiers 2, 3 and 4 of the original garage. Modifications were made to Parking Garage D to create separate one-way entry and exit lanes to bridge between the two structures at each of the connected level.

Parking Garage D accommodates approximately 661 parking spaces within the two structures with a combined floor space of approximately 213,000 SF. (main garage @ 188,600 SF., addition @ 24,400 SF.). All tiers are primarily striped for angled parking and one-way traffic patterns. Ninety degree parking is used for perimeter spaces at the north and south walls. There are no internal ramps.

The structural system of the main garage is steel beam, girder and column framing with mild reinforced, cast-in-place concrete floor slabs. Up-turned perimeter concrete beams support architectural precast facadé panels on all four sides at all elevated levels. Tier 1 is partially enclosed with a cast-in-place concrete retaining wall to the east and partial height retaining walls to the north and south perimeter. Tier 2 is enclosed with a retaining wall to the east. Enclosed stair towers are located at the northwest corner accessing tiers 1 thru 4, and the southeast corner accessing tiers 2 thru 4 of the main garage. No stairs are provided within the precast expansion structure. Floor drains are present on all levels.

The above grade structure of the new addition incorporates precast double tees, columns and spandrels supporting matching architectural panels. The bottom level of the addition (matching tier 2 of the main garage) is below grade level with partial height retaining walls on three sides. The transition space between structures is an open areaway.

OBSERVATIONS

Parking Garage D is free-standing and therefore exposed to a full range of weathering. The floor surfaces are the most exposed structural members to these weather elements, therein floor deck cracking, drainage slopes and floor joint sealing issues are major items to be addressed in order to minimize the repair/maintenance costs and extend the life-span of the parking structure. Routine cleaning of the parking garage is a key measure to adding to the service life of the structure.

Overall, we found Garage D to be in fair condition with indications that routine maintenance measures have not been carried out recently. The top tier was observed to have debris from recent storm conditions creating the potential for clogging floor drains. Lower tiers 1, 2 and 3 are in fair condition showing signs of aging, wear and needed maintenance. Garage D does appear to be functioning adequately for employee parking but is in need maintenance and housekeeping.

FINDINGS AND RECOMMENDATIONS

1. FLOOR SLAB and WALL CRACKING:

Multiple (vertical) cracks were observed grouped in numerous locations in the vertical face and top of the low concrete barrier wall at the perimeter of tier 4. This cracking often included locations associated with the connection brackets supporting the architectural precast panels. Multiple vertical cracks are also present in the retaining wall on tier 2.

Horizontal floor cracks were observed on all tiers throughout the main garage. Cracking has also occurs in the concrete floor of multiple landings in both the northwest and southeast stair towers. These conditions may potentially lead to internal rusting of slab reinforcing steel and corrosion of the steel floor pans at stair towers.

It is recommended to repair all slab (horizontal) cracking using the "rout and seal" method. Cracks of medium to wide opening (0.01 inch or wider) should be routed and sealed with a joint sealant suitable for traffic conditions. Wall (vertical) cracks should be repaired using epoxy injection methods.



2. CONCRETE REPAIRS:

Several areas of concrete spalling (horizontal) on the main garage were observed with accompanying exposed rebar on all levels. Tier 4 was observed to have several spalls occurring in the slab at the area of the entry-exit ramp. Additional spalling was observed at the northwest stair tower and the wall adjacent to the entry-exit drives of tier 3 possibly due to localized stress and restraint issues within the structure.

Concrete spalling (vertical) was observed at tier 4 connections to architectural precast facadé panels of Garage D.

Significant (horizontal) spalling on the precast addition is occurring at patched holes of the erection connections on multiple levels. This is evident atop three perimeter walls of the precast garage. Vertical spalls were observed at the base of spandrels on the west and south facadés and retaining wall of tier 2.

It is recommended to address spalling conditions with the shallow depth removal of deteriorated and unsound materials, restoring exposed reinforcing material where present and rebuilding the location with an approved concrete mix. Areas of structural stress concentration should be reviewed and corrected on a case-by-case basis to provide the preferred repairs to minimize future repeat spalling.

3. STRUCTURAL STEEL PAINTING:

The steel beams and girders framing the garage appear to be in good condition with localized rusting. Rusting of the major structural framing does not appear to be a significant consideration at this time. Localized areas of peeling paint on the structural steel can be addressed through normal maintenance. The structure is in need of cleaning to better observe exact surface condition.

Steel brackets and connections for the perimeter precast panels show signs of rusting and corrosion in several locations of the main garage predominantly at tiers 3 and 4 and the east perimeter of tier 2. Exposed precast connections along the tops and bottoms of the spandrel panels are rusting and leading to spalling in many locations. Steel brackets and underside connections for precast panels in the precast addition on tiers 2 and 3 are also showing signs of rusting with some spalling at multiple locations.

The northwest stair tower appears to be recently painted. The southeast stair tower is displaying peeling paint and rusting.

All cover plates intended to protect the bolted connection at the top tier columns of the precast addition are missing and significant corrosion is evident on the exposed thru-bolts themselves. Left unattended, this will only worsen and could potentially lead to significant damages.

It is recommended that protective maintenance of steel beams, girders and all miscellaneous steel be routinely scheduled for cleaning and repainting in the near future and may not warrant immediate attention. Localized areas of peeling paint on the structure can be addressed through normal maintenance. Connection materials for precast spandrel panels and column bolts should be addressed promptly, rust removed, primed (cold galvanize paint application) and finish coat painted. Paint products must be verified for compatibility. The southeast stair and railings should be cleaned, rust removed, primed and painted.

4. GARAGE WATERPROOFING SYSTEMS:

The primary waterproofing systems for parking garages are traffic deck coatings, joint and cove sealants, typically having a service life in the range of 7 to 10 years. Without these measures in place moisture can infiltrate the concrete



structure potentially leading to deterioration (rusting and spalling) of the reinforcement and structural connections in an ongoing cycle of deterioration.

The traffic deck coating in place on tier 4 of the main garage has deteriorated beyond repair and is failing to perform its' critical function. The top tier of the precast addition does not have a traffic deck coating.

The (horizontal) joint sealant at the precast double tee joints is failing at tiers 3 and 4 of the newer garage addition. Over an extended period of time, moisture could infiltrate into weld connections possibly leading to floor connection failure(s) between double tees.

The upper cove sealant installed at the precast architectural panels within the main garage at tiers 3, 4 and most of tier 2 appears to be in fair condition with only localized failures. No cove sealants have been installed on the entry-exit ramp leading to tier 4 of the main garage. The cove sealant at tier 4 of the precast addition is dry rotted and failing.

It is recommended that the existing deck coating of the main garage be replaced and a new traffic deck coating system. All precast double tee joints sealants should be replaced on tiers 3 and 4 of the precast garage addition. Thereafter, a new traffic deck coating system should also be installed on the top tier of the precast addition. The perimeter cove sealant at the floor line of the perimeter walls on tier 4 of both the main garage and the addition should also be replaced. Upper cove sealants are in need of localized repairs in both the main garage and precast addition. New cove sealant is required along the top and bottom joints of curbs on the entry-exit ramp leading to tier 4 of the main garage.

5. EXPANSION JOINTS:

Expansion joints have been installed at each of the entry and exit crossover drives between the main garage and the precast addition (bay 5). Signs of select failure and leakage are evident in the expansion joints on tiers 3 and 4.

The (expansion) joint sealant at the entry/exit drive to tier 4 to the main garage is deteriorated and failing.

It is recommended that the expansion joints at the crossover drives between the two garage structures be replaced. The failed sealant joint at the entry/exit drives to tier 4 should be replaced with a compression seal joint.

6. PAVEMENT-ON-GRADE:

The floor transition between the elevated structure and the slab-on-grade at tier 2, bays 3 and 4 of the main garage is uneven due to differential settlement of the slab on the subgrade. The slab-on-grade at the entry/exit drives to tier 1 is also uneven. These locations present tripping hazards and corrective actions should be addressed promptly.

It is recommended that a tapered concrete overlay be installed to provide a safe transition between the two slab heights. Where the overlay abuts the higher of the two slabs, a bond breaker is recommended and the top joint should be tooled and sealed to resist further cracking and spalling.

7. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically per the parking structure restoration specialty engineer's recommendations to enhance the aesthetic and durability aspects of the parking facility.

- Investigation/follow-up repairs of parking deck structural members and restored items
- Investigation/follow-up repairs of waterproofing components (sealants, traffic deck coating)
- Cleaning up of wall/deck surfaces periodically
- Re-stripping of parking stalls and traffic arrows



- Cleaning of floor drains and risers
- Periodic maintenance of MEP items (light fixtures, floor drains, etc.)

CONCLUSION

Based on the preceding visual evaluation of Parking Garage D, TimHaahs believes that the facility is in fair condition. Fair is defined as "the facility is structurally sound with preventive maintenance/repairs required beyond routine maintenance to enhance the major durability items such as floor deck cracking and drainage issues necessary to extend the life span of the parking facility." Portions of the parking facility require repairs, and a well-planned and properly funded preventive maintenance program will help to extend the life span of the structure.

The estimated cost of the repairs and replacement is \$1,463,565 for the sum of all costs recommended. An estimated sum for annual maintenance/replacement reserve funding is \$55,380 (with the unit cost of \$0.26/SF based on the parking garage industry's maintenance data). The restoration program could be performed in two (2) phases such as structural/crack sealing and concrete repairs as the first phase and deck coating application as the second phase. Given the service life of the waterproofing systems, a second coat is included at 10 years which represents the future replacement of this system. Refer to the order of magnitude cost estimate at the end of this paragraph. The estimates were developed based solely on our visual observations. Should material prices or other factors change at the time that repairs are performed, cost escalations may impact the estimate.

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ORDER OF MAGNITUDE REPAIR ESTIMATE

Garage D				Recommended Repair Program				
Order of Magnitude	Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 2 Costs, \$	Year 10 Costs, \$
Concrete / Structural Repair Items								
1	Floor Slab Crack Repair	2,650	LF	4.50	11,925	11,925		
2	Overhead Ceiling Crack Repair	25	LF	50.00	1,250	1,250		
3	Floor Slab Spall Repair	400	SF	60.00	24,000	24,000		
4	Vertical Surface Crack Repair	180	LF	80.00	14,400	14,400		
5	Vertical Surface Spall Repair	40	SF	80.00	3,200	3,200		
6	Concrete Overlay	450	SF	60.00	27,000	27,000		
7	Paint Steel Framing (all tiers)	1	LS	195,400.00	390,800		195,400	195,400
8	Misc. Paint (Steel Stairs/Spandrel Conn.)	1	LS	4,250.00	8,500		4,250	4,250
Waterproofing Repair Items								
9	Traffic Deck Coating - Top Tier (Remove and Replace)	50,200	SF	8.00	803,200		401,600	401,600
10	Traffic Deck Coating - Addition Top Tier (New)	8,300	SF	4.00	66,400		33,200	33,200
11	Cove and Joint Sealants (year 2)	3,800	LF	3.00	22,800		11,400	11,400
12	Cove and Joint Sealants (year 10)	12,030	LF	3.00	36,090			36,090
13	Expansion Joint	150	LF	180.00	54,000		27,000	27,000
Sub-Total					1,463,565	81,775	672,850	708,940
							+3%	+30%
Sub-Total (With Cost Increases Due to Deferred Work)						81,775	693,036	921,622
Total Hard Cost					\$1,696,433	\$81,775	\$693,036	\$921,622

Notes:

- The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repairs



PARKING GARAGE E



INTRODUCTION

Parking Garage - E which is located at the intersection of Bronough Street and West Madison Street in Tallahassee Florida. This parking garage serves the employees of the adjacent Florida Supreme Court Building and the R. A. Gray Building (Museum of Florida History), and pay visitor parking. Provisions for paid parking of visitors to the Museum of Florida History are available on tier 3. Approximately 60 spaces are separated from the employee parking by a temporary barrier with gated entry and pay-on-exit controls

The parking garage consists of four tiers of flat parking with entry-exit drives at matching street elevations allowing for direct entry and exiting at tiers 1, 2 and 3. Tier 1 and tier 2 are individually accessed by entry and exit drives on West Madison Street. Tier 3 is accessed via an entry and exit express ramp connecting to South Bronough Street. Tier 4 has limited access via a two-way vehicular and pedestrian bridge over South Bronough St., connecting Garage E and Garage D. Tiers 3 and 4 are elevated above street level, each measuring approximately 224 feet by 224 feet. Tier 2 is partially elevated on three bays and slab-on-grade at the east bay. Tier 2 also measures approximately 224 feet by 224 feet. Tier 1 is three bays wide, slab-on-grade, measuring approximately 224 feet by 170 feet. Parking Garage E



accommodates approximately 600 parking spaces (employee and visitor parking) over a floor space of approximately 188,600 SF. All tiers are primarily striped for angled parking and one-way traffic patterns. Ninety degree parking is used for perimeter spaces at the north and south walls. There are no internal ramps. Enclosed stair towers are located at the southwest corner accessing tiers 1 thru 4, and northeast corner accessing tiers 2 thru 4 of the garage. Floor drains are present on all tiers.

The main structural system of the parking deck is steel beam, girder and column framing with mild reinforced, cast-in-place concrete slab floors. Up-turned perimeter concrete beams support architectural precast facadé panels on all four sides at all elevated tiers. Tier 1 is partially enclosed with cast-in-place concrete retaining walls on the north and east perimeter.

The elevated bridge connecting Garage E on tier 4 with Garage D at tier 3, spanning over Bronough Street, is a free-standing structure (without permanent connection) and supported on two concrete columns at each end of the structure. The bridge is steel beam and girder structure supporting a concrete cast-in-place floor. It is concrete floor is cast with turned up walls on both sides running the length of the bridge, and a concrete planter box in place to separate pedestrian and vehicular traffic. A traffic deck coating has been applied to the driving and walking surfaces. Expansion joints are in place at both ends of the bridge to complete the transition between structures.

OBSERVATIONS

Overall, we found Garage E to be in good condition. Based upon visual observations, Garage E appears to have been subject to recent maintenance given by the condition of multiple painted surfaces and the condition of the deck traffic coating. The garage appears to be maintained, clean and functioning well for both employees and visitors. The connector bridge structure is in need of maintenance and minor repairs.

Parking Garage E and the connector bridge are free-standing and therefore exposed to a full range of weathering. The floor surfaces of these type structures are the most exposed members to these weather elements, therein floor deck cracking, drainage slopes and floor joint sealing issues are major items to be addressed in order to minimize the repair/maintenance costs and extend the life-span of the parking structure. Routine cleaning of the parking garage is a key measure to adding to the service life of the structure.

FINDINGS AND RECOMMENDATIONS

1. FLOOR SLAB and WALL CRACKING:

Vertical cracking has occurred in several locations along the perimeter concrete wall(s) supporting the precast facadé panels on tier 4 and lower tiers. Cracking has occurred in the concrete floor of multiple landings of both the southwest and northeast stair towers. Floor slab cracking (horizontal) was observed in multiple locations throughout the garage.

It is recommended to repair all slab (horizontal) cracking using the "rout and seal" method. Cracks occurring at joints between the flanges of precast tees and general floor cracking of medium to wide cracks (0.01 inch or wider) to be routed and sealed with a joint sealant suitable for traffic conditions. Wall (vertical) cracks should be repaired using epoxy injection methods.

2. CONCRETE REPAIRS

Concrete spalling (horizontal) was observed in multiple locations for the facadé precast panels on tier 4 and lower tiers. This condition at precast connections occurs primarily on the north, west and south perimeters. Previous patching at the erection lifting eyes (atop the panels) has also spalled in several locations. Floor spalls have been observed in multiple locations throughout the garage exposing rebar allowing rusting to take place.



Significant spalling was observed at each stair tower. This is likely due to the lack of an expansion joint between the floor slab and the stair tower wall structure.

Concrete spalling (vertical and overhead) was observed at multiple bottom connections of the precast spandrel panels on tier 4 and lower tiers. The extents of spalling/delamination which has taken place at various precast spandrel may have compromised those connection(s) and supplemental connections may need to be considered.

Previous concrete coring work was done at the northwest corner of tier 3. Four cores were taken, however only three of the cored holes have been repaired. Three smaller holes are also noted in the northwest corner of tier 2.

It is recommended to address spalling conditions with the shallow depth removal of deteriorated and unsound materials, restoring exposed reinforcement material (if present) and rebuilding the location with an approved concrete mix. Holes should be blocked and filled with non-shrink grout material.

3. STRUCTURAL STEEL PAINTING:

The steel beams and girders framing the garage have been repainted. Light signs of new rusting were noted primarily within the first twenty feet of the perimeter wall openings. Rusting of the major steel structural framing does not appear to be a significant concern at this time and likely does not warrant immediate attention. Localized areas of peeling paint on the structural steel can be addressed through normal maintenance. The steel stair framing appears to have been recently painted and remains in good condition.

Upper steel connections for the perimeter precast panels have been recently painted but are also showing slight signs of new rusting. Attention is required for exposed precast connections along the bottom of the spandrel panels that are rusting (and leading to spalling) in many locations, in particular along south side of the garage.

The existing paint coating of the steel structure supporting the connector bridge is peeling and rusting, most predominantly in the end locations beneath the expansion joints.

It is recommended that the steel beams and girders supporting the connector bridge be cleaned and painted for the full length of the bridge. Connection materials for the precast spandrel panels should be addressed promptly, rust well cleaned, primed (cold galvanize paint application) and finish coat painted. Paint products must be verified for compatibility. The maintenance of steel beams, girders and all miscellaneous steel should be routinely scheduled for cleaning and repainting in the future, estimated at 2 to 5 years (+/-), on an as needed basis.

4. GARAGE WATERPROOFING SYSTEMS:

The primary waterproofing systems for parking garages are traffic deck coatings, joint and cove sealants, typically having a service life in the range of 7 to 10 years. Without these measures in place moisture can infiltrate the concrete structure potentially leading to the deterioration (rusting and spalling) of the reinforcement and structural connections in an ongoing cycle of deterioration.

The traffic deck coating (membrane) on tier 4 of the garage appears to be in good condition with only localized signs of wear deemed typical to the presumed age of the traffic coating application. From observation, the traffic deck coating system is performing well. The traffic deck coating on the connector bridge is failing from heavy wear, down to exposed concrete. Evidence of ponding water is apparent at the midpoint of the bridge length.

The perimeter cove sealant at the floor line of the upturned concrete beam on tier 4 of the garage appears to be in good condition, as it is covered by the deck coating. Observation of the cove sealant at the top of the barrier, backing up the precast spandrel panels, is also in good condition. Similarly, the condition of the cove



sealants on tiers 2 and tier 3 also appear to be in good condition. The cove sealant on the connector bridge is aged and failing at most locations along the curb length of the bridge, top and bottom of spandrels and the perimeters of the planterboxes.

It is recommended to address localized areas of the deck coating system on tier 4 of the garage to prolong the service life of the existing overall deck coating system. The deck coating system on the connector bridge should be replaced along the entire surface area of both the traffic and pedestrian passageways.

Provisions for proper drainage, such as a floor drain, should be installed on the connector bridge to eliminate ponding conditions.

5. EXPANSION JOINTS:

The speed ramp leading up to tier 3 is constructed independent of the deck framing and would typically be equipped with an expansion joint where the two structures abut. In this location, a joint sealant has been used in place of an expansion joint; however, it does appear to be holding up to traffic and thermal movements.

The two expansion joints at the west and east ends of the connector bridge are likely leaking. This is evident given the amount of rusting taking place on the steel beams directly underneath.

The pedestrian bridge leading to the Museum of Florida History, adjacent to the entry-exit speed ramp, is fitted with a metal plate to cover the expansion joint between the walkway and the deck framing. This is a very common approach to providing a suitable pedestrian walkway over an open expansion joint but, over time, this design may be prone to attachment hardware becoming loose, "lifting" of the plate edges or slippage out of place.

It is recommended that the expansion joint at both ends of the connector bridge be replaced. The expansion plate cover at the pedestrian walkway should be periodically inspected for tripping hazards such as loose and/or missing attachments, "lifting" of the plate edges and/or shifting out of place.

6. PAVEMENT-ON-GRADE:

The floor transition between the elevated structure and the slab-on-grade at tier 2 is uneven due to differential settlement of the slab on the subgrade. The condition appears to worsen in the end bays. This offset presents a tripping hazard and should be addressed promptly.

It is recommended that a tapered concrete overlay be installed to provide a safe transition between the two slab heights. Where the overlay abuts the higher of the two slabs, a bond breaker is recommended and the top joint should be tooled and sealed to resist further cracking and spalling.

Soil erosion of the finish grading at the exterior sidewalk located in the southwest corner of the garage should be addressed and corrected promptly. Continued erosion may undermine the concrete walk, lead to settlement and uneven surfaces and potentially pose a falling hazard.

7. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically per the parking structure restoration specialty engineer's recommendations to enhance the aesthetic and durability aspects of the parking facility.

- Investigation/follow-up repairs of parking garage structural members and restored items
- Investigation/follow-up repairs of waterproofing components (sealants, traffic deck coating)
- Cleaning up of wall/deck surfaces periodically
- Re-stripping of parking stalls and traffic arrows
- Cleaning of floor drains and risers
- Periodic maintenance of MEP items (light fixtures, floor drains, etc.)



CONCLUSION

Based on the preceding evaluation of Parking Garage E, TimHaahs believes that the facility is in good condition. Good is defined as structurally sound with minimal preventive maintenance / repairs required beyond routine maintenance to extend the life cycle of the structure. Portions of the parking facility will require repairs, and a well-planned and properly funded preventive maintenance program will help to extend the life span of the structure.

The estimated cost of the repairs and replacement is \$1,336,610 for the sum of all costs recommended. An estimated sum for annual maintenance/replacement reserve funding is \$49,000 (with the unit cost of \$0.26/SF based on the parking garage industry's maintenance data). The restoration program could be performed in two (2) phases such as structural/crack sealing and concrete repairs as the first phase and deck coating application as the second phase. Given the service life of the waterproofing systems, a second coat is included at 10 years which represents the future replacement of this system. Refer to the attached order of magnitude cost estimate at the end of this report. The estimates were developed based solely on our visual observations. Should material prices or other factors change at the time that repairs are performed, cost escalations may impact the estimate.

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ORDER OF MAGNITUDE REPAIR ESTIMATE

Garage E				Recommended Repair Program				
Order of Magnitude Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 2 Costs, \$	Year 10 Costs, \$	
Concrete / Structural Repair Items								
1	Floor Slab Crack Repair	2,700	LF	4.50	12,150	12,150		
2	Overhead Ceiling Spall Repair	45	SF	80.00	3,600	3,600		
3	Floor Slab Spall Repair	190	SF	60.00	11,400	11,400		
4	Vertical Surface Crack Repair	90	LF	80.00	7,200	7,200		
5	Vertical Surface Spall Repair	110	SF	80.00	8,800	8,800		
6	Concrete Overlay	1	LS	60.00	60	60		
7	Paint Steel Framing (all tiers)	1	LS	195,300.00	390,600		195,300	195,300
8	Paint Steel Bridge Framing	1	LS	8,100.00	16,200		8,100	8,100
9	Misc. Paint (Steel Stairs/Spandrel Conn.)	1	LS	4,250.00	8,500		4,250	4,250
Waterproofing Repair Items								
10	Traffic Deck Coating - Top Tier (Remove and Replace)	50,200	SF	8.00	803,200		401,600	401,600
11	Traffic Deck Coating - Bridge (Remove and Replace)	2,900	SF	8.00	46,400		23,200	23,200
12	Cove and Joint Sealants (year 2)	650	LF	3.00	3,900		1,950	1,950
13	Cove and Joint Sealants (year 10)	8,200	LF	3.00	24,600			24,600
Sub-Total					1,336,610	43,210	634,400	659,000
							+3%	+30%
Sub-Total (With Cost Increases Due to Deferred Work)						43,210	653,432	856,700
Total Hard Cost					\$1,553,342	\$43,210	\$653,432	\$856,700

Notes:

- The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repairs



PARKING GARAGE NO. 1



INTRODUCTION

The parking garage is located at East Bloxham Street in Tallahassee, Florida. The parking garage primarily serves the Larson Building (State of Florida).

The parking garage consists of three-bays of flat parking and two speed ramps for vertical circulation. All of the traffic flow is two-way and the angle of parking is ninety degrees. The parking garage consists of 4 levels of parking with out-to-out dimensions of 126'-0" x 236'-0". The parking garage contains approximately 320 parking spaces over approximately 120,000 SF. Two (2) vehicular access points are located at the ground level off of South Calhoun Street and South Monroe Street. Two (2) stair towers for pedestrian circulation are located in the center of the garage.

The parking garage consists of cast-in-place concrete joists, a cast-in-place mildly reinforced concrete slab, and cast-in-place concrete columns. The columns are spaced approximately 30'-0" on centers. The façade of the garage includes precast spandrel panels attached to the cast-in-place barrier wall with angle connections. The stair structures are constructed of masonry walls and cast-in-place stair risers and treads.

In general, the cast-in-place concrete joists and the cast-in-place concrete columns appear to be in fair condition. The cast-in-place concrete floor slabs show cracking on every level. Several of these cracks are full depth meaning they appear on the top side of the slab at the underside. Some leaching stains were noticeable at the underside. Typically,



the cracking runs the full width of the bay. These cracks appear to be the result of temperature movement of the structure or shrinkage stresses at the time of construction.

Drains were provided at the perimeter of the structure along with a small curb that appeared to act as a wash. Trench drains were located at the bottom of the speed ramps.

Most of the waterproofing systems such as traffic deck coating, cove and joint sealants have deteriorated and are no longer serving their purpose. These systems are designed to protect the structure from moisture intrusion due to weather.

Since the parking structure is exposed to harsh weather floor deck cracking, drainage slopes and floor joint sealing issues are major items to be addressed in order to minimize the repair/maintenance costs.

FINDINGS AND RECOMMENDATIONS

1. FLOOR SLAB CRACKING:

Since the cast-in-place concrete structure (joists, beams and girders) is monolithic there leaves little room for expansion and contraction due to temperature differences. These temperature differences can cause additional stress in the concrete member – mainly the slab, and can lead to full and partial depth cracking. Also, during the initial construction, as the concrete began to harden and shrink – shrinkage stresses are induced into the slab. In some cases these shrinkage stresses can cause the slab to crack as well.

The cracks found in the slab did not appear to be dynamic, meaning they are no longer growing. Therefore it is recommended to repair all cracks using the “rout and seal” method. This will require all medium to wide cracks (0.01 inch or wider) to be routed and sealed with joint sealant. It is recommended to repair all overhead cracks with “epoxy injection method” which requires injecting epoxy resin into the crack. If not repaired moisture will infiltrate the cracks and eventually reach the embedded reinforcing causing corrosion of the reinforcing and delamination of the slabs.

2. GARAGE WATERPROOFING SYSTEMS:

The garage waterproofing systems which consist of the traffic deck coating, joint and cove sealants have a typical life of 7 to 10 years. All of the waterproofing systems have begun to deteriorate and are no longer effective. Without these measures in place moisture can infiltrate the concrete structure which can lead to deterioration.

It is recommended that all joint and cove sealants be replaced throughout the garage. A traffic deck coating was placed at the top tier but has since deteriorated. It appears that a traffic deck membrane was placed in the parking areas on tier three as well. This material has also begun deteriorate and detached from the concrete. It is recommended to remove and replace all of the traffic deck coating in the garage.

3. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically per the parking garage restoration specialty engineer’s recommendations to enhance the aesthetic and durability aspects of the parking facility.

- Investigation/follow-up repairs of parking garage structural members and restored items
- Investigation/follow-up repairs of waterproofing components (sealants, traffic deck coating)
- Cleaning up of wall/deck surfaces periodically
- Re-striping of parking stalls and traffic arrows
- Cleaning of floor drains and risers
- Periodic maintenance of MEP items (light fixtures, fire-protection system, etc.)



CONCLUSION

Based on the preceding visual evaluation of Garage No. 1, TimHaahs believes that the facility is in fair condition. Fair is defined as "the facility is structurally sound with preventive maintenance/repairs required beyond routine maintenance to enhance the major durability items such as floor deck cracking and drainage issues necessary to extend the life span of the parking facility." Portions of the parking facility require repairs, and a well-planned and properly funded preventive maintenance program will help to extend the life span of the structure. No deficiencies were noted that need to be addressed in the next 60 to 90 days.

The estimated cost of the repairs and replacement is \$921,150 for the sum of all costs recommended and the estimated annual maintenance/replacement reserve fund is \$31,200 (with the unit cost of \$0.26/SF based on the parking garage industry's maintenance data). The restoration program could be performed in two (2) phases such as structural/crack sealing repairs as the first phase and traffic deck coating application and sealants as the second phase. Given the service life of the waterproofing systems a second cost is included at 10 years which represents the future replacement of this system. Refer to the order of magnitude cost estimate at the end of this paragraph. The estimates were developed based solely on our visual observations. Should material prices or other factors change at the time that repairs are performed, cost escalations may impact the estimate.

ORDER OF MAGNITUDE REPAIR ESTIMATE

Garage 1				Recommended Repair Program				
Order of Magnitude Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 2 Costs, \$	Year 10 Costs, \$	
Concrete / Structural Repair Items								
1	Floor Slab Crack Repair	1,500	LF	4.50	6,750	6,750		
2	Overhead Ceiling Crack Repairs	120	LF	50.00	6,000	6,000		
Waterproofing Repair Items								
3	Traffic Deck Coating - Top Tier (Remove and Replace)	31,000	SF	8.00	496,000		248,000	
4	Traffic Deck Coating - Tier 3 (Remove and Replace)	23,000	SF	8.00	368,000		184,000	
5	Cove and Joint Sealants	7,400	LF	3.00	44,400		22,200	
Sub-Total					921,150	12,750	454,200	454,200
							+3%	+30%
Sub-Total (With Cost Increases Due to Deferred Work)						12,750	467,826	590,460
Total Hard Cost					\$1,071,036	\$12,750	\$467,826	\$590,460

Notes:

- The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repairs



PARKING GARAGE NO. 2



INTRODUCTION

Parking Garage No. 2 is located at the intersection of Gaines Street and Calhoun Street in Tallahassee, Florida. The parking garage serves the employees of the adjacent state office buildings located in the Caldwell, Larson, Holland.

The parking garage consists of four tiers of flat parking with no internal ramping. Entry-exit drives at matching street elevations allowing for direct entry and exiting at each level. Access to tier 4 is attained by a cast-in-place speed ramp sharing a common curb cut at street level with the drives to tier 3 on the north side of the garage. Tier 2 has an entry and an exit drives on South Calhoun Street and South Monroe Street respectively. Tier 1 entry and exiting drive are located on Gaines Street. Each tier consists of four bays of similar width but varying depth as measured northward from Gaines Street, conforming to restrictions of the existing site grades. Tiers 3 and 4 each measure approximately 165 feet by 237 feet. Tier 2 measures approximately 140 feet by 237 feet and tier 1 approximately 109 feet by 237 feet. The cumulative floor space is approximately 137,300 SF. All tiers are striped for ninety degree parking and one-way traffic patterns between entry and exiting lanes. Free-standing stairs provide pedestrian circulation for tier 4 at the



northwest and northeast corners of the garage. Tiers 1 through 3 are served by a single enclosed stair tower centrally located at the middle of the deck.

Upon observation of the existing conditions, there is evidence that the provisions for parking on this site were designed and constructed in multiple phases. The drive surface of tier 1 is asphalt on grade, typical of an original surface parking lot. Tiers 2 and 3 are an elevated precast system with single stem, field topped double tees and shear walls. Above the floor line of tier 3, tier 4 is a framed, structural steel beams/girders with a mild reinforced, cast-in-place concrete slab supported on concrete columns. Cast-in-place retaining walls frame the north limits below tier 3 and portions of the east and west facade as finish those grades slope down to the south. Floor drains are present on all levels.

OBSERVATIONS

Overall Parking Garage No. 2 is in fair condition with the top tier being in the best state resulting from the most recent construction phase. Lower tiers 2 and 3 are in fair condition showing signs of aging, wear and needed maintenance. The asphalt paving on tier 1 is in fair condition showing significant signs of surface wear and deterioration due to traffic usage and automotive fluids leaked within the parking stalls.

Parking Garage No. 2 is free-standing and therefore exposed to a full range of weathering. The floor surfaces of parking garages are the most exposed structural members to these weather elements, therein floor deck cracking, drainage slopes and floor joint sealing issues are major items to be addressed in order to minimize the repair/maintenance costs and extend the life-span of the parking structure. It was observed that debris resulting from recent storm conditions had collected at floor drains resulting in large areas of ponding. Routine cleaning of the parking garage is a key measure to adding to the service life of the structure.

FINDINGS AND RECOMMENDATIONS

1. FLOOR SLAB and WALL CRACKING:

The inclusion of mixed construction methods may contribute to floor and wall cracking resulting from the effects of differential expansion and contraction unique to these materials during changing temperature conditions. Precast material, when used in floor structures, is typically subject to more flexing and movement and commonly cracks at joints. Floor slab cracking (horizontal) was predominantly observed on tier 2 coinciding with the precast tee flange joints. These joints were not tooled at the time of original construction and reflective surface floor cracking is now evident. The floor conditions observed on tier 3 revealed fewer cracks and likely benefited from a previously applied surface coating (membrane) which has since deteriorated and apparently abandoned. The speed ramp leading up to tier 4 is constructed partially as slab-on-grade and in part elevated above grade. A significant amount of cracking was observed in the surface and curb areas of this ramp.

Vertical cracking has occurred along the perimeter of the top tier spandrels and the spandrel walls of the connecting speed ramp. Cracks were also observed in the retaining walls of the north facade of the garage below ground level, coinciding with the vertical joints in these walls. Several locations were noted to be leaking at ground level of the garage.

It is recommended to repair all slab (horizontal) cracking using the "rout and seal" method. Cracks occurring at joints between the flanges of precast tees and general floor cracking of medium to wide cracks (0.01 inch or wider) to be routed and sealed with a joint sealant suitable for traffic conditions. Wall (vertical) cracks should be repaired using epoxy injection method.



2. CONCRETE REPAIRS:

Concrete spalls (partial depth concrete repairs - horizontal) were observed throughout the garage in localized floor areas predominantly on each side of columns along the west façade at tier 2. Concrete spalling (partial depth concrete repairs - vertical) was observed at spandrel panel connections on Level Four. Overhead spalling/delamination has occurred at several precast spandrel connections on tiers 1 and 2 along the south façade. This condition at the spandrel panels may compromise the structural connection(s) and therefore supplemental connections may need to be considered.

It is recommended to address spalling conditions with the shallow depth removal of deteriorated and unsound materials, restoring exposed reinforcement material (if present) and rebuilding the location with an approved concrete mix.

Concrete scaling, the wearing away of the hardened finish surface exposing porous cement and aggregate, has occurred in the southeast corner of tier 2. This condition allows for the direct absorption of water potentially leading to internal corrosion and spalling around the reinforcement.

It is recommended to address the scaling conditions with the shallow surface removal of deteriorated and unsound materials, thereafter applying a localized deck coating (membrane).

3. STRUCTURAL STEEL PAINTING:

The steel beams and girders framing the top tier at tier 4 are mildly rusting and paint is peeling in various locations. Rusting is not significant at this time and likely does not appear to warrant immediate attention. Attention is required for exposed precast connections along the bottom of the spandrel panels that are rusting in many locations, in particular along south side of the garage.

It is recommended that protective maintenance of steel beams, girders and all miscellaneous steel be scheduled for cleaning and repainting in the near future, estimated at 2 to 5 years (+/-). Connection materials for the precast spandrel panels should be addressed promptly, well cleaned, primed (cold galvanize paint application) and finish coat painted. Paint products must be verified for compatibility.

Existing striping is acceptable but will require restriping "as-needed" in areas scheduled for application of a deck coating.

4. GARAGE WATERPROOFING SYSTEMS:

The primary waterproofing systems for parking garages are traffic deck coatings, joint and cove sealants, typically having a service life in the range of 7 to 10 years. Without these measures in place moisture can infiltrate the concrete structure potentially leading to the deterioration (rusting and spalling) of the reinforcement and structural connections in an ongoing cycle of deterioration.

The traffic deck coating in place over the tier 4 is in good condition with only localized areas of failure. Overall signs of wear were observed but deemed typical to the presumed age of the traffic coating application. The traffic coating on tier 3 is significantly deteriorated and worn off in large areas at multiple locations indicating failure. It is presumed that this coating system has been "abandoned" and is no longer maintained since the addition of the top tier was added to the overall structure.

It is recommended to address localized areas of the coating system on tier 4 to prolong the service life of the current deck coating system. Further repairs to the existing coating system on tier 3 are not deemed necessary in keeping with the current state of the material. Further on-site maintenance should continue on



this level to avert any specific situation where worn and/or loose deck coating material may cause injury or accident from a potential trip hazard.

We observed clogged floor drains on tier 4. Ongoing attention should be given to debris removal at the Level Four floor drains and all floor drain locations within the garage.

Joint and cove sealants at the top tier spandrels walls and are dry rotted and failing. Cove sealant at the base of columns is also failing.

It is recommended that all joint and cove sealants be replaced throughout the garage.

5. EXPANSION JOINTS:

At the north facadé of tier 3, two steel plate expansion joints coincide with the abutment of elevated structured slabs and matching retaining walls below for the full width of the garage. These expansion joints are failing and not seating properly creating a potential trip hazard. At the north facadé of tier 2, the expansion joint at the abutment of the elevated structured slab and matching tier 1 retaining wall below, is very outdated and the steel plate poses a trip hazard in several locations. On tier 2, a fabricated metal gutter system has been installed to collect the water leaking through the expansion joint above (tier 3). This expansion joint is failing and not seating properly creating a potential trip hazard. These three "fabricated steel" expansion devices are very dated and are likely not cost effective to repair. Left in their current condition, they may continue to pose a tripping hazard and/or source of damage to tires.

Three aging premolded type expansion joints between the parking bays (extending north to south) of both tiers 2 and 3 have failed in multiple locations as evident by water infiltration to the level(s) below.

It is recommended that the existing steel expansion joints be replaced with more efficient and reliable expansion joint systems currently available from multiple sources. The installation of new expansion joints will need to address the field fitting of a new block out required to seat the expansion joint(s) to the floor slabs.

6. PAVEMENT-ON-GRADE:

Tier 1 is asphalt paving on grade. Asphalt surface deterioration (potholes) was observed primarily in the turning areas of the drive lanes. In some areas, the holes are open to the subsurface level. These need to be addressed promptly as they will continue to expand and pose ongoing tripping hazards and a driving nuisance. Due to the very high quantity of parked vehicles at the time of our observations, it was not possible to examine all areas of the asphalt floor materials. Further attention should be given to locations specific to where motor fluids and other liquids from parked vehicles occurs, as these fluids often have a detrimental effect upon asphalt materials.

It is recommended that the repair area(s) be cut-in with power saws, primed for adhesion, repaved with new asphalt material and fully compacted to finish grade. Warm mix asphalt is the preferred material if application within an enclosed area is possible.

7. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically per the parking structure restoration specialty engineer's recommendations to enhance the aesthetic and durability aspects of the parking facility.

- Investigation/follow-up repairs of parking deck structural members and restored items
- Investigation/follow-up repairs of waterproofing components (sealants, traffic deck coating)



- Cleaning up of wall/deck surfaces periodically
- Re-stripping of parking stalls and traffic arrows
- Cleaning of floor drains and risers
- Periodic maintenance of MEP items (light fixtures, parking controls, exhaust fans, etc.)

CONCLUSION

Based on the preceding visual evaluation of Parking Garage No. 2, Tim Haahs believes that the facility is in fair condition. Fair is defined as "the facility is structurally sound with preventive maintenance/repairs required beyond routine maintenance to enhance the major durability items such as floor deck cracking and drainage issues necessary to extend the life span of the parking facility." Portions of the parking facility require repairs, and a well-planned and properly funded preventive maintenance program will help to extend the life span of the structure.

The estimated cost of the repairs and replacement is \$1,365,825 for the sum of all costs recommended. An estimated sum for annual maintenance/replacement reserve funding is \$35,700 (with the unit cost of \$0.26/SF based on the parking garage industry's maintenance data). The restoration program could be performed in two (2) phases such as structural/crack sealing and concrete repairs as the first phase and deck coating application as the second phase. Given the service life of the waterproofing systems, a second coat is included at 10 years which represents the future replacement of this system. Refer to the attached order of magnitude cost estimate at the end of this report. The estimates were developed based solely on our visual observations. Should material prices or other factors change at the time that repairs are performed, cost escalations may impact the estimate.

ORDER OF MAGNITUDE REPAIR ESTIMATE

Garage 2				Recommended Repair Program				
Order of Magnitude Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 2 Costs, \$	Year 10 Costs, \$	
Concrete / Structural Repair Items								
1	Floor Slab Crack Repair	1,950	LF	4.50	8,775	8,775		
2	Overhead Ceiling Spall Repair	85	SF	80.00	6,800	6,800		
3	Floor Slab Spall Repair	75	SF	60.00	4,500	4,500		
4	Vertical Surface Crack Repair	1,750	LF	80.00	140,000	140,000		
5	Vertical Surface Spall Repair	40	SF	80.00	3,200	3,200		
6	Concrete Overlay	200	SF	60.00	12,000	12,000		
7	Paint Steel Framing (all tiers)	1	LS	98,100.00	98,100		98,100	
8	Misc. Paint (Steel Stairs/Spandrel Conn.)	1	LS	2,750.00	2,750		2,750	
Waterproofing Repair Items								
9	Traffic Deck Coating - Top Tier (Remove and Replace)	39,100	SF	8.00	625,600		312,800	
10	Cove and Joint Sealants (year 2)	2,100	LF	3.00	12,600		6,300	



11	Cove and Joint Sealants (year 10)	6,500	LF	3.00	19,500			19,500
12	Expansion Joint	1,200	LF	180.00	432,000		216,000	216,000
Sub-Total					1,365,825	175,275	635,950	655,450
							+3%	+30%
Sub-Total (With Cost Increases Due to Deferred Work)						175,275	655,029	852,085
Total Hard Cost					\$1,682,329	\$175,275	\$655,029	\$852,085

Notes: The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repairs



PARKING GARAGE NO. 34



INTRODUCTION

Parking Garage No.34 is located within the structural footprint of the Pepper Building at the intersection of West Madison Street and Adams Street in Tallahassee, Florida. This parking garage serves the employees of the Pepper Building.

Parking Garage No. 34 is constructed with three levels of flat parking occupying the south half of the Pepper Building footprint. Two floors of office building extend southward, atop the parking garage, fully enclosing the parking area beneath. The top tier of the garage (signed as Level 1) is accessed by two separate entry and exit drives, one accessing from South Adams Street to the east and the second drive providing access from Duval Street to the west. These two drives are connected within the structure to provide both a traffic route to the interior parking areas and a service drive for truck deliveries to the service docks. The mid-tier (signed as Level 2) is accessed from entry and exit drives on Duval Street. The ground level tier (signed Level 3) is accessed from entry and exit drives on West Gaines Street. There are no internal ramps.

A single stair tower centrally located at the south wall serves all three tiers. Two additional stairways accessible from tiers 1 and 2 are located at the northeast corner and northwest corner of tiers 2 and 3,



beneath the main building. The elevator serving the parking garage was not included in the scope of this assessment.

The garage is constructed as a short span, cast-in-place concrete column and joist structure with multiple columns defining the parking arrangements on each tier. The top tier, Level 1, measures approximately 242 feet by 185 feet (including the service drive), is three bays wide with east-west drive aisles. The mid-tier and lowest tier, Levels 2 and 1 respectively, each measure approximately 240 feet by 302 feet with three bays per tier and north-south drive aisles. Tiers 2 and 3 extend partially beneath the main building structure. The combined floor space of all three tiers is approximately 190,940 SF. All the exterior walls of the garage structure are open with turned up beams supporting precast architectural facadé panels on the south perimeter. Lowest tiers 1 and 2 are partially enclosed on the east and west walls conforming to exterior grades and become totally enclosed by retaining walls to the north. Floor drains are present on all tiers.

OBSERVATIONS

Overall, we found Garage No. 34 to be in good condition. Based upon visual observations, the garage does appear to be maintained but is still in need of maintenance and repairs. Parking Garage No. 34 occupies an enclosed space within and beneath the footprint of a larger office building. As such, there is less exposure of the interior floor surfaces to the full range of exterior elements and weathering. While the floor surfaces are in a semi-protected environment and less prone to direct weather damage, they are still vulnerable to blow-in rain, water and motor fluids dripping from cars, thermal expansion and contraction, internal stress and structural constraints. The parking areas were generally in good order and clean of trash and debris from recent storms. Garage No. 34 does appear to be functioning satisfactorily for employee parking and delivery services.

FINDINGS AND RECOMMENDATIONS

1. FLOOR SLAB and WALL CRACKING

Floor cracks (horizontal) were observed on all tiers but conditions were not critical. Direct exposure to exterior elements and direct sunlight appears to have helped reduce the instances of observable floor cracking.

It is recommended to repair all slab (horizontal) cracking using the "rout and seal" method. Cracks of medium to wide opening (0.01 inch or wider) should be routed and sealed with a joint sealant suitable for traffic conditions. Wall (vertical) cracks should be repaired using epoxy injection methods.

2. CONCRETE REPAIRS:

Significant (partial depth concrete repairs - horizontal) spalling has occurred with the patching materials used to fill holes provided for the erection (lifting connections) of the architectural precast spandrels on multiple tiers, particularly to the east and south walls. Additional areas of concrete spalling, some with accompanying exposed rebar, were observed at the southwest corner of tier 2 and the south stair tower landing at tier 2.

Surface scaling (partial depth concrete repair - overhead) has occurred to upon the underside of a concrete girder on tier 1 (Level 3).

It is recommended to address spalling and scaling conditions with the shallow depth removal of deteriorated and unsound materials, restoring exposed reinforcing material (if present) and rebuilding the location with an approved concrete mix.



3. GARAGE WATERPROOFING SYSTEMS:

The primary waterproofing systems used within Parking Garage #34 are joint and cove sealants. These systems typically have a service life in the range of 7 to 10 years. Without these measures in place moisture can infiltrate the concrete structure potentially leading to deterioration (rusting and spalling) of the reinforcement and structural connections in an ongoing cycle of deterioration.

A traffic deck coating system was not observed in Parking Garage #34 and is not deemed to be warranted.

The upper cove sealant installed at the precast architectural panels within the main garage at tiers 1, 2 and 3 appear to be in fair condition with only localized failures.

Ponding water covering both the drive lane and parking area (40 SF+/-) was observed at the southeast corner of tier 3 (Level 1) without a proper means to drain. A second area of ponding has occurred between two existing floor drains in the northwest corner of tier 3 (Level 1). A third area of ponding was observed at the southwest corner of tier 3 (Level 1).

4. EXPANSION JOINTS:

The expansion joint along the north end of tier 3 (Level 1) is separating along the deck and building attachments.

The expansion joint on tier 2 (Level 2) appears to be dated but still functioning properly. It is recommended that the expansion joint at the north end of Tier 3 be replaced

5. PAINTING:

Exposed precast connections along the bottoms of the spandrel panels are rusting, leading to spalling in many locations predominantly at tiers 3 and 2.

Protective steel angles embedded in the corners of columns should be cleaned of existing rust, primed and painted.

Stucco finishes have been applied in multiple areas. In the south stair tower the corner finish of the stucco system is deteriorated and rusting at the stair edges and door openings. This may eventually provide a means for moisture to enter behind the system and initiate rusting from within. Damaged stucco lath also presents sharp edges that may cause harm if one were to come in contact with them. The damaged faux stucco finish system at the column adjacent to the east entry/exit drives at Level 1 is an example of this.

Steel bracing added to the top of columns at two locations on tier 2 (Level 2) are rusting and require painting.

It is recommended to provide protective maintenance and for all miscellaneous steel and thereafter routinely scheduled for cleaning and repainting. Connection materials for precast spandrel panels should be addressed promptly, rust removed, primed (cold galvanize paint application) and finish coat painted. Paint products must be verified for compatibility.

Clean, repair and repaint stucco finishes as required as part of the regular maintenance process throughout the parking garage.

6. PAVEMENT and DRIVING SURFACES:

Delamination atop the floor slab at the west entry/exit drives has been observed. While this does not appear to be a structural concern, it should be addressed as it may present a trip hazard and a means of future deterioration.



It is recommended that a tapered concrete overlay be installed to provide a positive floor slope for ponding water to flow to adjacent drain(s) where possible. The installation of an auxiliary floor drain properly located to expedite drainage of the area is also acceptable where existing floor drains are not present. Where drainage is not an issue, provide a concrete overlay to restore surface to original elevation and finish.

7. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically per the parking structure restoration specialty engineer's recommendations to enhance the aesthetic and durability aspects of the parking facility.

- Investigation/follow-up repairs of parking deck structural members and restored items
- Investigation/follow-up repairs of waterproofing components (sealants, traffic deck coating)
- Cleaning up of wall/deck surfaces periodically
- Re-stripping of parking stalls and traffic arrows
- Cleaning of floor drains and risers
- Periodic maintenance of MEP items (light fixtures, floor drains, parking controls, etc.)

CONCLUSION

Based on the preceding visual evaluation of Parking Garage No. 34, TimHaahs believes that the facility is in good condition. Good is defined as structurally sound with minimal preventive maintenance / repairs required beyond routine maintenance to extend the life cycle of the structure. Portions of the parking facility will require repairs, and a well-planned and properly funded preventive maintenance program will help to extend the life span of the structure.

The estimated cost of the repairs and replacement is \$46,025 for the sum of all costs recommended. An estimated sum for annual maintenance/replacement reserve funding is \$49,650 (with the unit cost of \$0.26/SF based on the parking garage industry's maintenance data). The restoration program could be performed in two (2) phases such as structural/crack sealing as the first phase and concrete repairs as the second phase. Refer to the attached order of magnitude cost estimate at the end of this report. The estimates were developed based solely on our visual observations. Should material prices or other factors change at the time that repairs are performed, cost escalations may impact the estimate.



ORDER OF MAGNITUDE REPAIR ESTIMATE

Garage 34				Recommended Repair Program				
Order of Magnitude	Cost for Repairs	Quantity	Unit	Unit Price	Total Cost,	Year 1 Costs, \$	Year 2 Costs, \$	Year 10 Costs, \$
Concrete / Structural Repair Items								
1	Floor Slab Crack Repair	250	LF	4.50	1,125	1,125		
2	Overhead Ceiling Spall Repair	40	SF	80.00	3,200	3,200		
3	Floor Slab Spall Repair	60	SF	60.00	3,600	3,600		
4	Vertical Surface Crack Repair	30	LF	80.00	2,400	2,400		
5	Vertical Surface Spall Repair	25	SF	80.00	2,000	2,000		
6	Concrete Overlay	180	SF	60.00	10,800	10,800		
7	New Floor Drain	1	LS	1,500.00	1,500		1,500	
8	Misc. Paint (Stairs/Spandrel Conn.)	1	LS	2,600.00	5,200		2,600	2,600
Waterproofing Repair Items								
9	Cove and Joint Sealants (year 2)	200	LF	3.00	1,200		600	600
10	Cove and Joint Sealants (year 10)	2,500	LF	3.00	15,000		7,500	7,500
Sub-Total					46,025	23,125	12,200	10,700
							+3%	+30%
Sub-Total (With Cost Increases Due to Deferred Work)						23,125	12,566	13,910
Total Hard Cost					\$49,601	\$23,125	\$12,566	\$13,910

Notes:

- The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repairs

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KIRKMAN PARKING SURFACE LOTS



Photo # 10 Florida DPS Birds Eye View – Site Map

INTRODUCTION

The surface parking at the site of the Neil Kirkman Building is located at 2900 Apalachee Parkway, which sits at the intersection of Apalachee Parkway and Richview Road in Tallahassee, FL. Alternate access to site is provided via Dick Wilson Blvd., a secondary roadway which connects with Capital Circle SE. to the east.



Multiple buildings are also associated with this location including the offices of the Driver's License Division, the mail center, a Florida State Patrol office and the Crosby Amy Building formerly serving as an employee credit union. Seven (7) separate surface parking lots and smaller special purpose parking areas provide the needed parking for the multiple buildings and services at the 2900 Apalachee Parkway location.

For clarification, we refer to each surface lot as follows: (See site photo for additional information)

- Lot No. 1 – Main visitor parking lot(s) located to the south of the Neil Kirkland Building
- Lot No. 2 – Service and staff parking lot located to the north of Neil Kirkland Building
- Lot No. 3 – Visitor parking lot located to the west of the Driver's License Division Office
- Lot No's 4A, 4B and 4C– Visitors, staff and IRP vehicles (apportioned and exempt) parking lots located east and northeast of the Driver's License Division Office
- Lot No. 5 – Visitor and staff parking lot for the Credit Union Building

Lot No. 1 is the main visitor parking lot accessed directly from the two primary entrance drives on Apalachee Parkway. A third access point is located on Richview Road. This parking lot which serves the Neil Kirkland Building, is divided into two, two bay parking areas providing a combined total of approximately 124 parking spaces for both standard and ADA accessible parking. The traffic flow is two-way with 90 degree parking stalls in the east lot and one-way with angled parking in the west lot.

Lot No. 2 is a combination parking and service lot for the Neil Kirkland Building. Two gated, fenced access drives are provided on Richview Road. This lot is also the location for the service drives to the delivery docks and the site of the main cooling towers. This parking lot is divided into three parking bays providing a total of approximately 58 parking spaces. All of the traffic flow is two-way with 90 degree parking stalls.

Lot No. 3 provides parking for the Drivers License Division Office. Multiple access points are available to this parking area, with the most direct route being Dick Wilson Blvd. entering the lot from the north. This parking lot is divided into six parking bays providing a combined total of approximately 176 parking spaces. All of the traffic flow is two-way with 90 degree parking stalls.

Lot No. 4 consists of three separate, stand-alone parking areas (Noted as A, B, and C for this report). Lot 4A, the largest of the three parking lots, is divided into four parking bays providing a combined total of approximately 341 parking spaces. All of the traffic flow is two-way with 90 degree parking stalls. Lot 4B, set directly east of Lot 4A, is divided into two parking bays providing a combined total of approximately 156 parking spaces. All of the traffic flow is two-way with 90 degree parking stalls. Lot 4C, set directly north of Lot 4A, is divided into four parking bays providing a combined total of approximately 119 parking spaces. The traffic flow varies between the bays allowing for both 90 degree and angled parking stalls. Multiple access points are available to these three parking lots with the most direct route being Dick Wilson Blvd. entering from the north. Alternate access to these lots is via Apalachee Parkway.

Lot No. 5 is a stand-alone parking lot serving the Credit Union. Multiple access points are available to this parking area, with the most direct route being Dick Wilson Blvd. entering the lot from the north. This parking lot is divided into three parking bays providing a combined total of approximately 60 parking spaces. All of the traffic flow is two-way with 90 degree parking stalls.

In general, the overall conditions of the asphalt driving surfaces vary from lot to lot. Upgrades and maintenance activities have recently been completed in some areas while others remain in need work. Since all the parking lots are exposed to harsh weather and heavy vehicular traffic, it is likely that asphalt repairs and restriping will be required in the future. These maintenance items are reflected in the cost estimate.

The smaller set-aside parking areas for vans, accessible ADA parking (not part of the main parking lots), the Florida State Patrol Office, the secured carpool parking, etc., all appeared to be in good condition with no immediate asphalt repairs or restriping recommended.



OBSERVATIONS

There are many different conditions that can lead to asphalt surface cracking and failure, including, but not limited to repetitive vehicle stress, temperature cycling and subsurface settlement. Once a crack has formed, water is then able to penetrate through the asphalt layer and infuse with the base material which leads to deterioration. Once water has entered into the base material, multiple results could occur. Water absorption (expansion) and de-compaction (softening) of the sub-materials can destroy the bearing values of base material supporting the asphalt surface. This may result in resulting in crazing (cracking), alligatoring (splitting) and surface depressions. These conditions in turn lead to absorbing and retaining of more water, repeating the cycle. Freeze and thaw cycles can also act upon the contained water further deteriorating the asphalt. Ultimately, if these conditions are left unattended, they may lead to the failure of the driving surface, result in potholes and require large scale asphalt patching and repairs.

In addition to crack and patching repairs, it is important to maintain asphalt protection by means of a sealcoat material. Sealcoating provides a protective surface layer against water/oil intrusion and oxidation due to exposure by sealing over small surface voids and cracks (< 1/8 inch) before they become large cracks. Prior to the application of the sealcoat, pavement must be cleaned and all cracks/potholes must be repaired. If larger cracks are present (approaching 1/4 inch or larger), a crack fill process should be instituted in which the individual large cracks are filled with asphalt before applying a seal coat. Sealcoating will enhance the service life of the pavement while providing a smooth black, uniform surface. Typically it is recommended to apply asphalt sealcoat every 3-5 years.

Pavement markings provide clear guidance and information to drivers navigating the parking lots. It is important to restripe any paint that has deteriorated and is no longer serving its purpose. It will be necessary to restripe all pavement markings after each sealcoat application. The associated cost has been included in the cost of the estimate.

FINDINGS AND RECOMMENDATIONS

1. ASPHALT REPAIRS AND MAINTENANCE:

Lot No. 1: This lot appeared to be in good condition with recent maintenance including sealcoating and restriping having recently been completed. No immediate asphalt repairs or restriping appear to be required or recommended at this time.

Lot No. 2: The asphalt paving is worn as would be expected with age, exposure and service conditions present on a daily basis. The driving surface is showing signs of bare aggregate ("chipping") and some cracking is present. No significant surface deformation was noticed as a result of heavier truck traffic traversing the pavement. Some surface deterioration is present in the form of spalling asphalt. The striping is in fair condition, faded and the paint is chipping.

It is recommended to address the issue of cracking with a thorough cleaning and crack fill process. Staining and contaminants should be thoroughly removed and remaining residue sealed over. The application of a new sealcoat system should be applied. Restriping will be required when the sealcoat has cured. Application of an asphalt topcoat is an option for future repairs if the current surface lot is repaired and maintained properly.

Lot No. 3: The asphalt paving is worn as would be expected with age, exposure and heavier volume traffic conditions present on a daily basis. The driving surface is showing signs of bare aggregate ("chipping") and significant quantities of mixed cracking (small and large) is present. Some surface deformation was observed in the center portion of the drive aisles where surface deterioration is present in the form of spalling asphalt,



alligatoring cracks and small potholes. The striping is in fair condition, faded and the paint is chipping. A large number of the parking stalls are significantly stained with automotive fluids.

It is recommended to address the issue of asphalt failure(s) with the removal of damaged materials, subsurface preparations and the installation of new asphalt materials. Cracking should be addressed with a thorough cleaning and crack fill process. Staining and contaminants should be thoroughly removed and remaining residue sealed over. The application of a new sealcoat system should be applied. Restriping will be required when the sealcoat has cured. Application of an asphalt topcoat is an option for future repairs if the current surface lot is repaired and maintained properly.

Lot No. 4A: The surface binder of the asphalt paving is worn as would be expected with age and exposure on a daily basis. It was noted that this lot had been previously maintained employing crackfill and sealcoating systems. Since that work was done, the driving surface is again beginning to show light signs of bare aggregate and some small cracking is present. No significant surface deformation was noticed as a result of daily traffic traversing the pavement. The striping is in fair to good condition with paint chipping noted. A large number of the parking stalls are stained with automotive fluids.

It is recommended to address the issue of small scale spalling with localized preparations and the application of asphalt patch fill. New cracking should be addressed with crackfill materials to supplemental work previously completed. A thorough cleaning and treatment of surface contaminants should be considered as a means to prolong the condition of the existing asphalt. The application of a localized sealcoat system should be applied where asphalt cleaning has taken place. Localized restriping may be required when the sealcoat has cured. Complete sealcoating is advisable as a near-term maintenance item.

Lot No. 4B: This lot appeared to be in good condition. No immediate asphalt repairs or restriping appear to be required or recommended at this time.

Lot No. 4C: The surface binder fill of the asphalt paving is worn as would be expected with age and exposure on a daily basis. The driving surface shows bare aggregate ("chipping") and some cracking is present. No significant surface deformation was noticed but this is an area to maintain a watch for future issues relating to heavier vehicles using the IRP parking lanes. The striping is in fair to good condition with paint chipping noted.

Lot No. 5: This lot provides for traffic on a limited volume specifically for those visiting the Credit Union. It too is wearing as would be expected with age and exposure. The striping is in good condition with paint chipping noted. Overall, this lot appears to be in a condition similar to that of Lot No. 3. Asphalt repairs and restriping will be required.

Paving conditions at the connector and crossover drives have been considered as a part of the adjacent parking area they serve. It was noted that a number of the intersections of the main drives, predominantly where they feed into multiple parking areas or are subject to cross traffic from different lots, are alligatoring with larger cracks and larger asphalt pieces forming. This may be asphalt stress cracking relating to traffic volume more so than base failure. Potholes were not observed in the intersections.

It is recommended to address the issues of cracking pavement at intersections with a thorough cleaning and crack fill process. The application of a new sealcoat system should be applied.

Spalling was also observed at two speed bumps. These too should also be repaired.

The asphalt conditions on Dick Wilson Blvd. (or portions thereof) do not appear to be excessively worn and no immediate asphalt repairs appear to be required or recommended at this time. It is our understanding that Dick Wilson Blvd. has recently been ceded to this DMV office by the County. The responsibility for future maintenance issues was not made clear but is presumed to be that of the DMV.



2. CONCRETE REPAIRS:

It was noted that cracking and spalling of concrete sidewalks has occurred at various locations on the site. There is a need for concrete repairs primarily in those areas where it was observed to be a potential for a tripping hazard. We recommend the full removal and replacement of sidewalk and curbs where cracking, spalling and settlement of walking surfaces has occurred. Where differential settlement has occurred between segments of sidewalk, grinding down the higher vertical offset may be an acceptable solution to removing the tripping hazard. The sum of this limited work does not include all miscellaneous cracking in the concrete sidewalks.

3. GENERAL MAINTENANCE RECOMMENDATIONS:

It is recommended to perform the following maintenance items periodically to maintain the durability and enhance the aesthetics of the surface parking lots.

- Investigation/follow-up repairs of asphalt cracking/potholes and previous repaired items.
- Investigation/follow-up repairs of sealcoating.
- Cleaning up of asphalt surfaces periodically.
- Restriping of parking stalls and surface directional markings as necessary.
- Periodic maintenance of drainage and MEP items (storm drains and curb inlets, light fixtures, etc.)

CONCLUSIONS

Based upon the preceding evaluations of the parking lots on the Florida HSMV site, Tim Haahs believes that the surface Lot No. 1 and Lot No. 4B are in excellent condition. Excellent condition is defined as, "The element is sound with only routine maintenance required; like new condition". Surface Lots No. 4A, 4C and 5 are in good condition. Good condition is defined as, "The element is sound with minimal preventative maintenance /repairs requires beyond routine maintenance to extend the life cycle." Surface Lots No. 2 and 3 are in fair condition. Fair condition is defined as, "The element is sound with preventative maintenance /repairs required beyond routine maintenance to extend the life cycle." All asphalt parking lots require ongoing maintenance, future asphalt repairs and additions to restriping to help extend their life span.

Please see the order of magnitude cost estimate of repairs for the noted surface parking lots. Given the average service life of the sealcoat system, a second and third coat is included at 5 and 10 years which represent the future replacement of the system and restriping (to match existing conditions). The estimates were developed solely upon our visual observations. Should material prices or other factors change at the time repairs are performed, cost escalations may impact the estimate.

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ORDER OF MAGNITUDE REPAIR ESTIMATE

Kirkman Lots				Recommended Repair Program			
Order of Magnitude Cost for Repairs	Quantity	Unit	Unit Price	Total Cost, \$	Year 1 Costs, \$	Year 2 Costs, \$	Year 10 Costs, \$
Concrete / Structural Repair Items							
1	Asphalt Crack Seal						
	Lot No. 2	600	LF	1.00	600	600	
	Lot No. 3	5,000	LF	1.00	5,000	5,000	
	Lot No. 4	3,500	LF	1.00	3,500	3,500	
	Lot No. 5	800	LF	1.00	800	800	
2	Asphalt Sealcoat						
	Lot No. 2	3,800	SY	3.00	22,800	11,400	11,400
	Lot No. 3	8,800	SY	3.00	52,800	26,400	26,400
	Lot No. 4	27,300	SY	3.00	163,800	81,900	81,900
	Lot No. 5	2,600	SY	3.00	15,600	7,800	7,800
3	Asphalt Repairs (potholes)						
	Lot No. 2	11	SY	27.00	297	297	
	Lot No. 3	100	SY	27.00	2,700	2,700	
	Lot No. 4	70	SY	27.00	1,890	1,890	
	Lot No. 5	10	SY	27.00	270	270	
4	Resurfacing (1" topcoat)						
	Lot No. 2	3,800	SY	12.00	45,600		45,600
	Lot No. 3	8,800	SY	12.00	105,600		105,600
	Lot No. 4	27,300	SY	12.00	327,600		327,600
	Lot No. 5	2,600	SY	12.00	31,200		31,200
5	Striping						
	Lot No. 2	60	EA	8.00	1,440	480	480
	Lot No. 3	180	EA	8.00	4,320	1,440	1,440
	Lot No. 4	640	EA	8.00	15,360	5,120	5,120
	Lot No. 5	65	EA	8.00	1,560	520	520
6	Concrete Repairs	1	LS	3,500.00	3,500	3,500	
Sub-Total					806,237	153,617	135,060
						+3%	+30%
Sub-Total (With Cost Increases Due to Deferred Work)						153,617	139,112
Total Hard Cost					\$965,557	\$153,617	\$139,112
							\$672,828

Notes: The General Conditions, Contingency, and Design Costs have not been included in this Order of Magnitude Cost for Repair



Appendix G: Operations & Maintenance Assessment

Operations & Maintenance Recommendations

Savills Studley provided a thorough review of operation expenditures in the 40 Select facilities. Overall, DMS and the other state agencies are doing a good job maintaining the owned facilities, as a large portion of the facilities are below the Building Owners and Managers Association (BOMA) office averages. The few buildings that were above BOMA averages, like the Capitol and FDLE buildings, have large special use space and labs that inflate the cost to maintain the facility.

After reviewing the recurring O&M expenditures and discussions with DMS facility staff, Savills Studley is providing two key O&M recommendations.

Increase funding for key skilled positions

DMS (and other state agencies) lack the existing funding to provide critical functions in house. For positions that require higher level technical skills, DMS cannot provide salaries at a high enough range to attract and retain qualified candidates. This requires DMS to outsource many of its key facility functions, which many times leads to higher costs. While outsourcing one-time projects or infrequent work makes economic sense in many cases, for functions that require a full-time FTE, it is typically cheaper to hire a resource in-house than pay fulltime contract rates. Additionally, a higher qualified worker can sometimes assist with projects outside of their core responsibilities when there is a slowdown in work.

Bundle similar FCO projects in Leon County

Savills Studley performed Facility Condition Assessments on 29 state-owned facilities. As a result of this assessment, there is an estimated \$48,165,115 in repairs in these facilities (unit costs only, does not include all project costs such as design, general conditions and contingency that may increase individual project costs by 53%).

In many cases, a similar deficiency was found in multiple facilities. Below is a table of the top ten identified deficiencies. As noted, many of the deficiencies appear multiple times throughout the Select facilities.

Deficiency	Sum of Estimated Total Cost	Number of Deficiencies
Roofs-Built-Up/Membrane 4 floors and up	\$3,672,032	14
Local HVAC-Air Handling Unit (greater than 25 tons)	\$3,224,253	12
Floors-Carpet	\$3,174,191	21
Plumbing-Sanitary Distribution – Cast Iron	\$3,056,336	15



Windows-Operable, single glazed 9 SF and up	\$2,786,225	5
Ceiling-Suspended Acoustical	\$2,680,990	25
Local HVAC-Air Handling Unit (up to 25 tons)	\$2,425,364	23
Elevators-Equipment	\$1,764,949	19
Elevators-Traction Elevators 5 stops and up	\$1,664,172	6
Roofs-Copper	\$1,516,858	4

Because so many deficiencies are similar in nature, the state may save money by bundling similar projects (e.g. Elevators-Equipment) into one large project. This could provide the benefit of volume pricing when purchasing the equipment and may reduce the project management costs as general overhead would be spread across multiple project line-items.

In some circumstances, it may benefit the State to bundle similar projects across agencies. Because DMS has trained facility project managers on staff, they are naturally positioned to coordinate this type of work. To implement this strategy, this may require the Legislature to transfer FCO funds to one agency to manage the bundled project.

Observations

Overall, most DMS and state agency facilities are well below BOMA peer averages (page 225). Some of the major outliers have legitimate reasons for being higher than BOMA averages. Some of the special use buildings include:

- **Capitol Building (Including Senate and House Office Buildings)** – This facility includes large chambers, committee rooms and public events that inflate operating expenses
- **FDLE Building** – Office building that includes considerable lab space. Lab space is typically more costly to maintain than traditional office space
- **OPCON Building** – Special use space that is used for the operations and control of all DMS facilities. Additionally, all the employees that work in the facility are captured in the O&M expenditures, so the total spend is higher than typical office buildings.

Of the Select facilities we reviewed, four office buildings were above BOMA averages. Those facilities included the Fletcher, Mayo, Pepper and Turlington. After reviewing the line-item expenses, there were a few expense categories that were above the BOMA line item averages. Some of the line item expenses include utilities, janitorial, repair and salary expenses.

- **Fletcher Building** – The only cost category that stood out of the 31 line items we reviewed was the transfer and depreciation category which was \$1.84 per RSF. The total for the depreciation category was \$286,216.10. Because BOMA does not capture depreciation in routine operating expenses, this expense is the main reason the facility is above BOMA averages
- **Mayo** – The biggest O&M outlier for the Mayo building is the utility expense, which averaged \$2.84 per RSF, compared to BOMA office averages of \$1.88 per RSF for office facilities. This higher than BOMA average expense is mainly due to the functional obsolescent of the facility due to its age. Savills Studley does not recommend implementing major energy improvements in this facility unless it is determined that DACS will make a long-term investment to stay in place in this facility.
- **Pepper** – Similar to the Fletcher analysis, all costs seems to be in line with BOMA averages including utilities, janitorial, wages and repairs. The only large category was the transfer of property and depreciation category, which was \$3.90 per GSF. This line item expense is the main reason for the buildings O&M average being over the BOMA office average.



- Turlington – Same analysis as the Pepper and Fletcher.

O&M Outlay Table

The following table compares each selected Leon County Facility's O&M Outlay (FY15-16) on a per RSF and Office RSF basis against the Florida, Georgia, North Carolina and Texas state averages, as well as the 4 state average⁴⁴. The difference between each Leon County Facility and each state average is shown in green if the Leon County Facility has less O&M Outlay (FY15-16) cost per RSF or Office RSF than the state to which it is being compared or red if the Leon County Facility has more O&M Outlay (FY15-16) cost per RSF or Office RSF than the state to which it is being compared. For example, on a per RSF basis Bob Martinez Center – Twin Towers Building has an O&M Outlay (FY15-16) per RSF of \$2.63 below the Florida state average whereas Capitol Building has an O&M Outlay (FY15-16) per RSF of \$3.31 above the Florida state average.

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⁴⁴RSF data from Solaris extract, June 30th 2016, calculated ratio (Bryant, FDOT HQ Haydon Burns and Mayo) or managing agency (Caldwell) and O&M data provided by DMS or managing agency (Mayo); Excludes sites without O&M Outlay (FY15-16) (Douglas Warehouse and Kirkman) and Historic Capitol (non-traditional RSF); Bob Martinez Center - Twin Towers Building and Twin Towers Lab O&M Outlay (15-16) split proportionally by GSF; CCOC 2540 - Gunter Building, CCOC 2555 Sadowski Building, and CCOC 2575 - Rudd Building - Emergency Operations Center O&M Outlay (FY15-16) split proportionally by GSF across CCOC campus; Mayo Building O&M Outlay is from FY(14-15); Electric (FY15-16) costs have been added to Bryant Building (10 months of data), Caldwell Building and Mayo Building; Electric (FY14-15) costs have been added to Burns building. State data from 2016 BOMA Experience Exchange Report.



Geography	Leon County	Per RSF					Per Office RSF						
		Florida	Georgia	North Carolina	Texas	4 State Average	Florida	Georgia	North Carolina	Texas	4 State Average		
		\$7.21	\$6.37	\$6.36	\$6.75	\$6.67		\$7.38	\$6.60	\$6.61	\$6.89	\$6.87	
Facility Name	O&M Outlay (FY15-16)	Per RSF	Amount below (green) or above (red) State Average					Per Office RSF	Amount below (green) or above (red) State Average				
BOB MARTINEZ CENTER – TWIN TOWERS BUILDING	\$752,881	\$4.58	\$2.63	\$1.79	\$1.78	\$2.17	\$2.09	\$4.65	\$2.73	\$1.95	\$1.96	\$2.24	\$2.22
BOB MARTINEZ CENTER – TWIN TOWERS LAB (DFP)	\$273,816	\$4.81	\$2.37	\$1.53	\$1.52	\$1.91	\$1.83	\$5.48	\$1.90	\$1.12	\$1.13	\$1.41	\$1.39
BRYANT BLDG	\$312,383	\$4.67	\$2.54	\$1.70	\$1.69	\$2.08	\$2.00	\$4.90	\$2.48	\$1.70	\$1.71	\$1.99	\$1.97
CALDWELL BLDG	\$563,308	\$5.49	\$1.72	\$0.88	\$0.87	\$1.26	\$1.18	\$5.49	\$1.89	\$1.11	\$1.12	\$1.40	\$1.38
CAPITOL BUILDING	\$3,489,812	\$10.52	(\$3.31)	(\$4.15)	(\$4.16)	(\$3.77)	(\$3.85)	\$11.38	(\$4.00)	(\$4.78)	(\$4.77)	(\$4.49)	(\$4.51)
CARLTON BUILDING	\$888,083	\$5.67	\$1.54	\$0.70	\$0.69	\$1.06	\$1.00	\$6.77	\$0.61	(\$0.17)	(\$0.16)	\$0.12	\$0.10
CARR BUILDING	\$570,244	\$5.93	\$1.26	\$0.44	\$0.43	\$0.62	\$0.74	\$5.98	\$1.40	\$0.62	\$0.63	\$0.91	\$0.89
COOC 2540 – GUNTER BUILDING	\$529,157	\$5.42	\$1.79	\$0.95	\$0.91	\$1.33	\$1.26	\$5.41	\$1.91	\$1.16	\$1.17	\$1.45	\$1.43
COOC 2555 – SADOWSKI BUILDING	\$529,157	\$6.00	\$1.21	\$0.37	\$0.36	\$0.75	\$0.67	\$6.09	\$1.29	\$0.51	\$0.52	\$0.80	\$0.78
COOC 2575 – RUDD BUILDING – FMFRGNCY OPERATIONS CENTER	\$99,514	\$5.27	\$1.94	\$1.10	\$1.09	\$1.48	\$1.40	\$5.35	\$2.03	\$1.25	\$1.26	\$1.54	\$1.52
COLLINS BUILDING	\$826,331	\$4.93	\$2.28	\$1.44	\$1.43	\$1.82	\$1.75	\$5.55	\$1.83	\$1.05	\$1.06	\$1.34	\$1.32
FDOT HQ Haydon Burns Building	\$504,867	\$2.78	\$4.43	\$3.59	\$3.58	\$3.97	\$3.89	\$2.92	\$4.46	\$3.68	\$3.69	\$3.97	\$3.95
DOUGLAS BUILDING	\$563,755	\$5.65	\$1.56	\$0.72	\$0.71	\$1.10	\$1.03	\$5.67	\$1.71	\$0.93	\$0.94	\$1.22	\$1.20
ELLIOT BUILDING	\$47,506	\$4.35	\$2.86	\$2.02	\$2.01	\$2.40	\$2.32	\$4.50	\$2.88	\$2.10	\$2.11	\$2.39	\$2.37
FDLE MAIN BUILDING TALLAHASSEE	\$2,194,313	\$8.24	(\$1.03)	(\$1.87)	(\$1.88)	(\$1.49)	(\$1.57)	\$6.70	(\$1.32)	(\$2.10)	(\$2.09)	(\$1.61)	(\$1.83)
FLEICHER BUILDING	\$1,175,899	\$7.56	(\$0.35)	(\$1.19)	(\$1.20)	(\$0.81)	(\$0.89)	\$7.82	(\$0.41)	(\$1.22)	(\$1.21)	(\$0.93)	(\$0.95)
GRAY BUILDING	\$1,373,560	\$6.90	\$0.41	(\$0.13)	(\$0.14)	(\$0.05)	(\$0.13)	\$7.22	\$0.16	(\$0.62)	(\$0.61)	(\$0.33)	(\$0.35)
HOLLAND BUILDING	\$259,974	\$4.88	\$2.33	\$1.49	\$1.48	\$1.87	\$1.80	\$5.55	\$1.83	\$1.05	\$1.06	\$1.34	\$1.32
HOUSE OFFICE BUILDING	\$487,452	\$7.05	\$0.16	(\$0.88)	(\$0.69)	(\$0.30)	(\$0.38)	\$7.05	\$0.33	(\$0.45)	(\$0.44)	(\$0.16)	(\$0.18)
KNOTT BUILDING	\$481,535	\$6.56	\$0.65	(\$0.19)	(\$0.20)	\$0.19	\$0.11	\$6.56	\$0.82	\$0.04	\$0.05	\$0.33	\$0.31
LARSON BUILDING	\$887,472	\$4.84	\$2.37	\$1.53	\$1.52	\$1.91	\$1.84	\$4.99	\$2.39	\$1.61	\$1.62	\$1.90	\$1.88
MAYO BUILDING	\$578,300	\$7.96	(\$0.75)	(\$1.59)	(\$1.60)	(\$1.21)	(\$1.28)	\$6.34	(\$0.96)	(\$1.74)	(\$1.73)	(\$1.45)	(\$1.47)
OPCON – BUILDING F	\$621,828	\$391.09	(\$383.86)	(\$384.72)	(\$384.73)	(\$384.34)	(\$384.41)	\$452.24	(\$444.86)	(\$445.64)	(\$445.63)	(\$445.35)	(\$445.37)
PETTER BUILDING	\$1,422,425	\$9.03	(\$1.82)	(\$2.66)	(\$2.67)	(\$2.28)	(\$2.36)	\$9.61	(\$2.26)	(\$3.01)	(\$3.03)	(\$2.75)	(\$2.77)
SENATE OFFICE BUILDING	\$484,951	\$7.38	(\$0.17)	(\$1.01)	(\$1.02)	(\$0.63)	(\$0.71)	\$7.38	\$0.00	(\$0.78)	(\$0.77)	(\$0.49)	(\$0.51)
TURLINGTON BUILDING	\$2,448,105	\$7.67	(\$0.46)	(\$1.30)	(\$1.31)	(\$0.92)	(\$1.00)	\$7.97	(\$0.59)	(\$1.37)	(\$1.36)	(\$1.08)	(\$1.10)



FCO Expense Review – DMS and Non-DMS Managed Facilities⁴⁵

The chart to the right demonstrates the last five year total spend on FCO projects in the Select facilities. The purpose of this chart is to show not only the total spend per building, but how much is being spent per GSF. This chart identifies outliers such as the Elliot building, which has a low total FCO spend, but based on the Cost/GSF ratio, its expenses are much higher than many peer facilities.

There are a few other notable facilities that stand out on a Cost/GSF average, including the Holland, Collins, Douglas, Historic Capital, and DEP Lab. These facilities have the largest impact on the DMS pool when considering the amount of funds that have been dedicated to repair these facilities on a Cost/GSF basis.

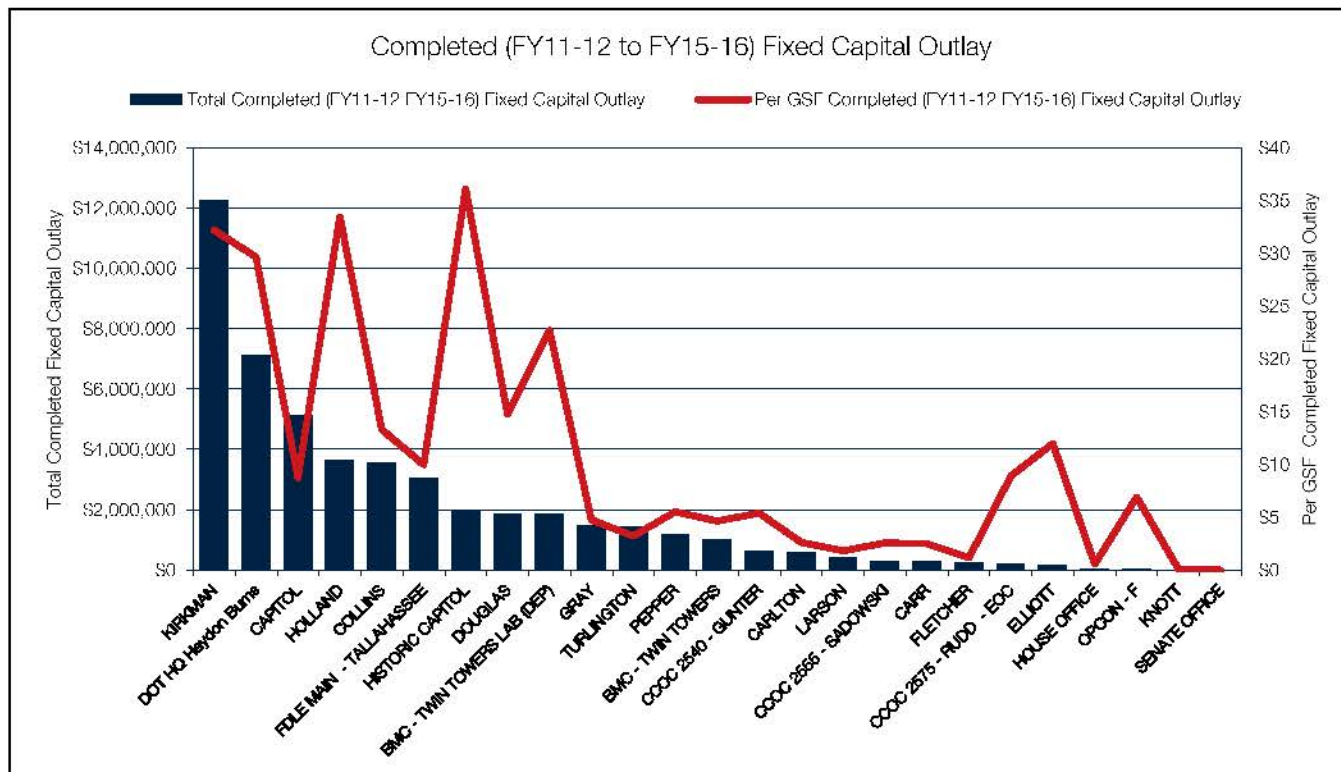
Facility Name	GSF	Total Completed (FY11-12 FY15-16) Fixed Capital Outlay	Per GSF Completed (FY11-12 FY15-16) Fixed Capital Outlay
Non-DMS Managed Facilities			
KIRKMAN	380,836	\$12,254,931	\$32.18
FDOT HQ Haydon Burns	239,811	\$7,112,858	\$29.66
DMS Managed Facilities			
CAPITOL	585,184	\$5,133,595	\$8.77
HOLLAND	108,881	\$3,643,332	\$33.46
COLLINS	266,383	\$3,542,257	\$13.30
FDLE MAIN - TALLAHASSEE	305,048	\$3,043,347	\$9.98
HISTORIC CAPITOL	55,279	\$1,995,952	\$36.11
DOUGLAS	126,878	\$1,869,569	\$14.74
BMC – TWIN TOWERS LAB (DEP)	81,265	\$1,848,101	\$22.74
GRAY	307,884	\$1,466,620	\$4.76
TURLINGTON	439,942	\$1,420,093	\$3.23
PEPPER	211,158	\$1,165,109	\$5.52
BMC – TWIN TOWERS	223,421	\$1,034,821	\$4.63
CCOC 2540 – GUNTER	119,084	\$644,325	\$5.41
CARLTON	231,616	\$602,825	\$2.60
LARSON	226,648	\$417,232	\$1.84
CCOC 2555 – SADOWSKI	119,084	\$306,372	\$2.57
CARR	122,487	\$305,282	\$2.49
FLETCHER	220,000	\$256,248	\$1.16
CCOC 2575 – RUDD - EOC	22,395	\$199,731	\$8.92
ELLIOT	13,888	\$166,296	\$11.97
HOUSE OFFICE	108,106	\$59,878	\$0.55
OPCON – F	6,070	\$41,936	\$7
KNOTT	111,212	\$7,174	\$0.06
SENATE OFFICE	107,552	NAV	NAV

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⁴⁵ Solaris extract 6/30/2016 and data provided by DMS; Kirkman FCO data provided by HSMV; Data not available for Bryant, Caldwell, Douglas Warehouse and Mayo



The chart below is another graphical representation of the funds that are being dedicated to the Select Facilities for FCO projects over the last five years, both in total funding (left axis) and the Cost/GSF (right axis).



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ADA Needs Cost Review – DMS Managed Facilities⁴⁶

The chart to the right demonstrates the estimated total cost required to bring DMS facilities into ADA compliance (See Appendix K for important information regarding ADA related matters). This cost is a combination of immediate and subsequent costs, as identified by Hammond Design Group, LLC. The purpose of this chart is to identify facilities with high total ADA cost estimates, or facilities with high total costs per GSF.

One outlier example is the Elliot building, where the overall projected ADA cost is less than \$1 million, but the cost per GSF is over \$60 per GSF, which is well above the average of all other DMS facilities.

Overall, DMS has a significant ADA repair need. Based on the Select Facilities we reviewed, there is over \$75 million in total ADA deficiencies, with an average of \$23.49 per GSF.

This considerable need must be balanced with normal FCO project needs, such as roof repairs and chiller replacements. Savills Studley recommends that DMS request additional funds from the Legislature to repair ADA deficiencies, in addition to its normal outlay budget, with prioritization of funds directed to facilities that are public facing, such as the Capitol.

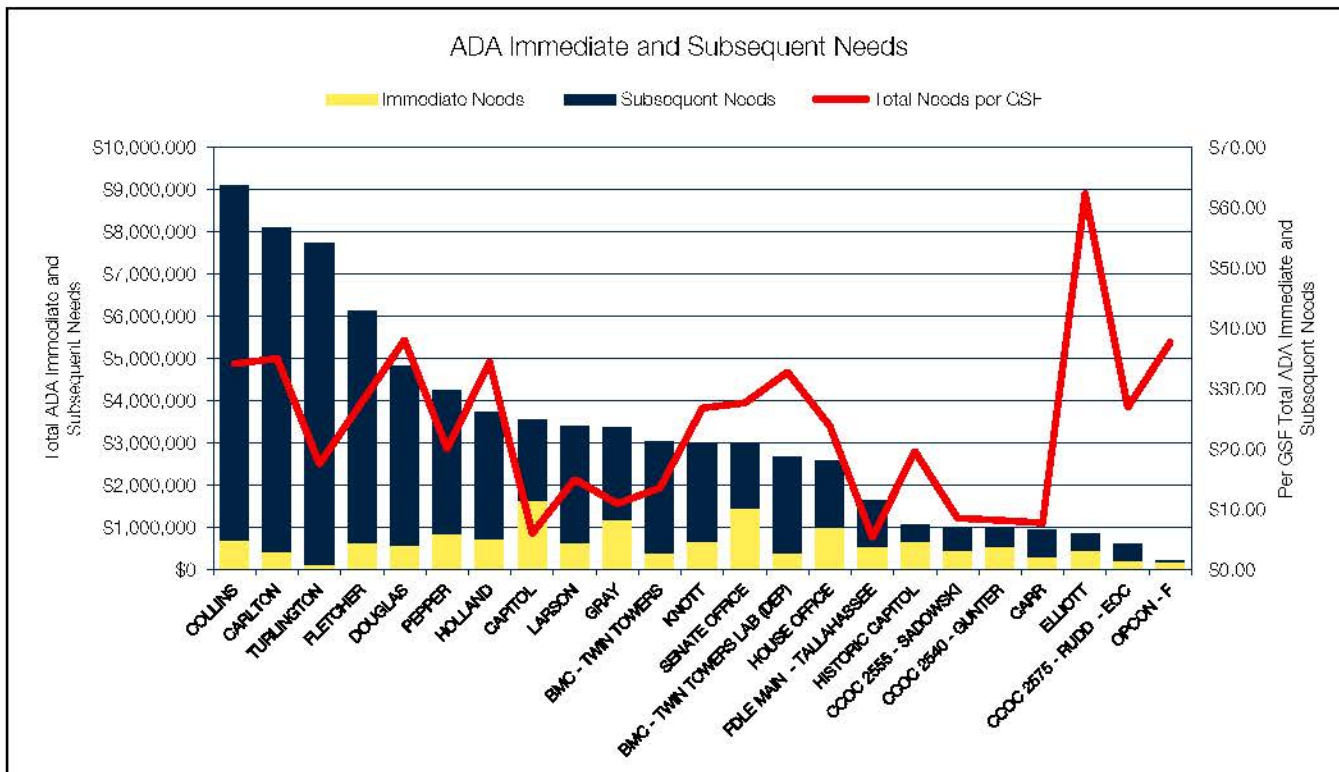
Facility Name	GSF	Immediate Needs	Subsequent Needs	Total Needs	Total Needs per CSF
COLLINS	266,383	\$701,972	\$8,388,377	\$9,090,349	\$31.11
CARLTON	231,616	\$441,022	\$7,674,429	\$8,115,452	\$35.04
TURLINGTON	439,942	\$126,715	\$7,597,324	\$7,724,039	\$17.56
FLETCHER	220,000	\$651,905	\$5,471,859	\$6,123,764	\$27.84
DOUGLAS	126,878	\$571,413	\$4,257,307	\$4,828,720	\$38.06
PEPPER	211,158	\$858,235	\$3,386,719	\$4,244,954	\$20.10
HOLLAND	108,881	\$748,177	\$2,999,720	\$3,747,896	\$34.42
CAPITOL	585,184	\$1,652,874	\$1,892,756	\$3,545,631	\$6.06
LARSON	226,818	\$631,981	\$2,767,010	\$3,398,992	\$15.00
GRAY	307,884	\$1,199,250	\$2,171,211	\$3,370,461	\$10.95
BMC - TWIN TOWERS	223,421	\$392,090	\$2,633,920	\$3,026,009	\$13.54
KNOLL	111,212	\$696,171	\$2,299,360	\$2,995,531	\$26.95
SENATE OFFICE	107,552	\$1,466,547	\$1,512,292	\$2,978,840	\$27.70
BMC - TWIN TOWERS LAB (DEP)	81,265	\$399,302	\$2,265,012	\$2,664,314	\$32.79
HOUSE OFFICE	108,106	\$1,000,969	\$1,575,411	\$2,576,380	\$23.83
FDOT MAIN - TALLAHASSEE	305,048	\$558,862	\$1,085,605	\$1,644,267	\$5.39
HISTORIC CAPITOL	55,279	\$666,559	\$118,239	\$1,084,798	\$19.62
OCOC 2555 - SADOWSKI	119,084	\$460,637	\$561,053	\$1,021,690	\$8.58
OCOC 2540 - GUNTER	119,084	\$565,835	\$414,414	\$980,249	\$8.23
GARR	122,487	\$318,292	\$632,842	\$951,134	\$7.77
ELLIOT	13,888	\$449,460	\$415,689	\$865,149	\$62.30
OCOC 2575 - RUDD - EOC	22,395	\$213,583	\$389,111	\$602,693	\$26.91
OPCON - F	6,070	\$185,291	\$43,513	\$228,804	\$37.69

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⁴⁶ Solaris extract 6/30/2016 and data provided by DMS; ADA not available for Bryant Building, Caldwell Building, FDOT HQ Haydon Burns Building, Douglas Warehouse, Kirkman Building and Mayo Building



Provided below is a graphical representation of the DMS ADA needs. The left axis is the Total ADA Need, which combines immediate and future needs, and the axis on the right side of the graph depicts the Total Estimated Cost per GSF



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O&M Outlay (FY15-16) – DMS Managed Facilities¹⁷

Provided to the right is a table of all DMS Select facilities and their Operations & Maintenance (O&M) expenditures for FY 15-16. Additionally, provided is the O&M Cost/GSF average¹⁸.

While overall the Cost/GSF is low for most DMS facilities, there are a few outliers like OPCON, the Historic Capitol and the FDLE facility in Tallahassee. As mentioned in a previous section, this high average is due to these facilities not being traditional office space.

The Holland and Collins facilities had surprisingly low O&M costs on a GSF basis, but this is most likely due to the large core loss factor that doesn't allow for as much of the building to be used as rentable space (Holland has a 49% Core Efficiency, compared to the Gunter building with an 82% Core Efficiency).

The Capitol has the largest total O&M expense of \$3,489,812 for FY 15-16, but when factoring in the total 585,184 GSF that needs to be maintained, the Cost/GSF is reasonable at \$5.96.

Facility Name	GSF	O&M Outlay (FY15-16)	O&M Outlay (FY15-16) Per GSF
CAPITOL	585,184	\$3,489,812	\$5.96
TURLINGTON	439,942	\$2,448,105	\$5.56
FDLE MAIN - TALLAHASSEE	305,048	\$2,194,313	\$7.19
PEPPER	211,158	\$1,422,425	\$6.74
GRAY	307,884	\$1,373,560	\$4.46
FLETCHER	220,000	\$1,175,699	\$5.34
CARLTON	231,616	\$668,083	\$3.83
LAHSON	226,648	\$887,172	\$3.92
COLLINS	266,383	\$826,331	\$3.10
BMC TWIN TOWERS	223,421	\$752,881	\$3.37
OPCON - F	6,070	\$621,828	\$102
CAHR	122,487	\$570,241	\$4.66
DOUGLAS	126,878	\$563,755	\$4.44
CCOC 2540 - GUNTER	119,084	\$529,157	\$4.44
CCOC 2555 - SADOWSKI	119,084	\$529,157	\$4.44
HOUSE OFFICE	108,106	\$487,452	\$4.51
SENATE OFFICE	107,552	\$484,954	\$4.51
KNOTT	111,212	\$481,535	\$4.33
HISTORIC CAPITOL	55,279	\$434,830	\$7.86
BMC - TWIN TOWERS LAB (DFP)	81,265	\$273,846	\$3.37
HOLLAND	108,881	\$259,971	\$2.39
CCOC 2575 - RUDD - EOC	22,395	\$99,514	\$4.44
ELLIOT	13,888	\$17,506	\$3.12

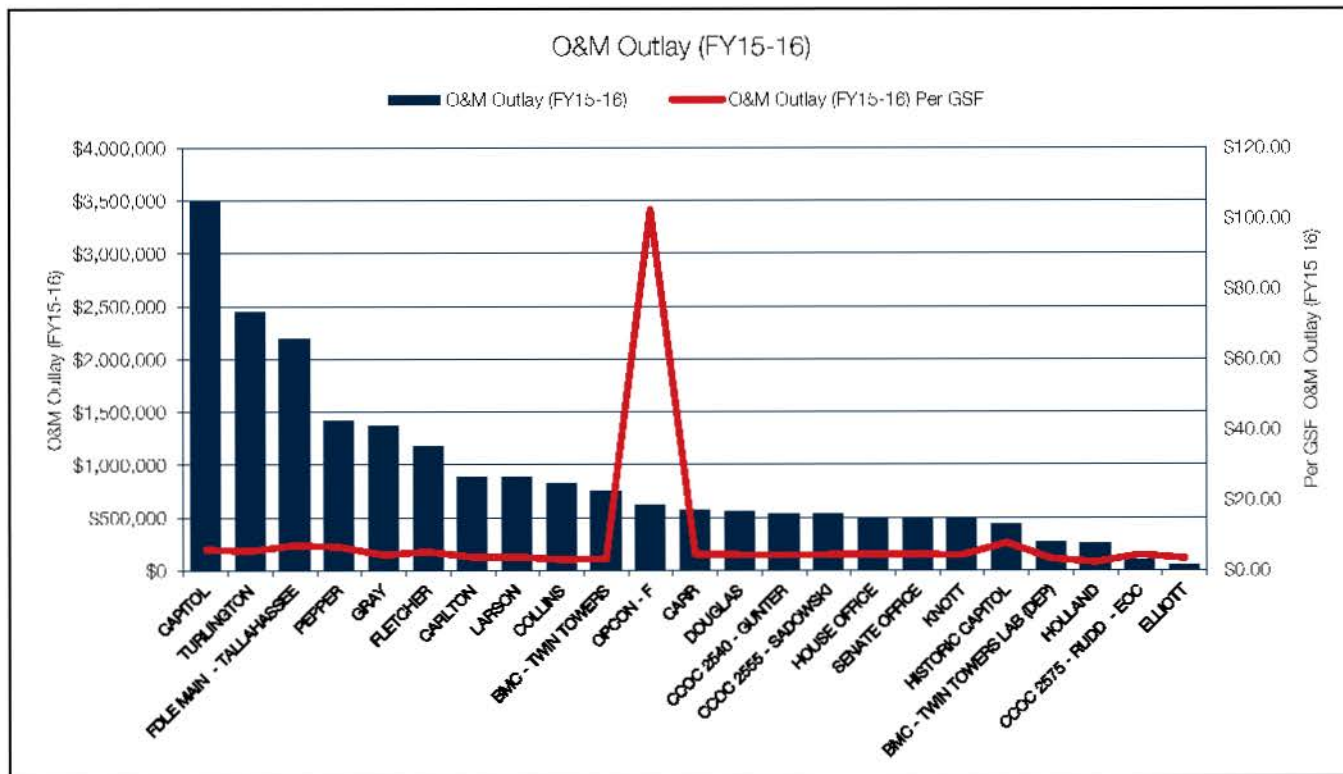
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¹⁷ Solaris extract 6/30/2016 and data provided by DMS; Bob Martinez Center - Twin Towers Building and Twin Towers Lab O&M Outlay (15-16) split proportionally by GSF; CCOC 2540 - Gunter Building, CCOC 2555 Sadowski Building, and CCOC 2575 - Rudd Building - Emergency Operations Center O&M Outlay (FY15-16) split proportionally by GSF across CCOC campus

¹⁸ While different than the Cost/RSF average used to compare DMS facilities with BOMA peers, this analysis helps identify outliers in facilities with no RSF or low RSF.



Provided below is a graph of the DMS O&M expenditures for FY 15-16. The left axis represents the total spend by building, and the axis to the right is the Cost/GSF average.



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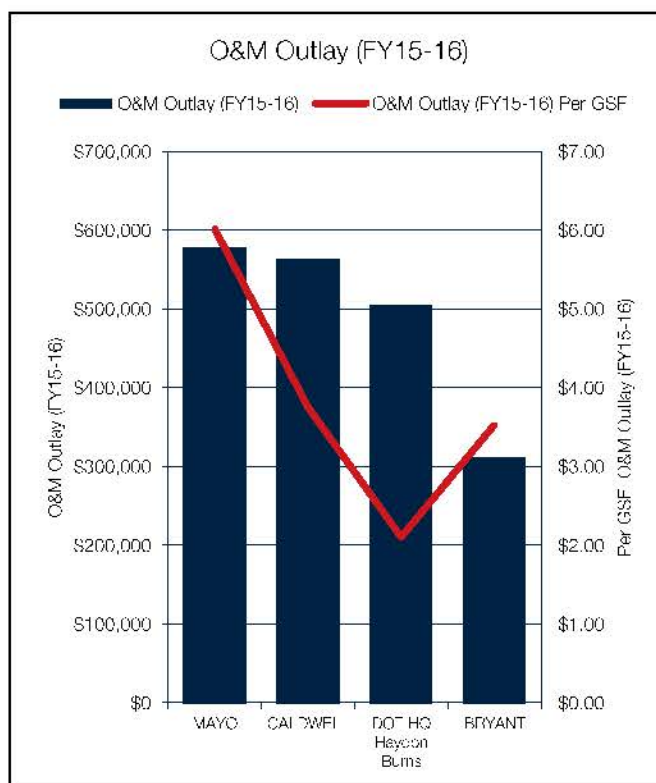


O&M Outlay (FY15-16) – Non-DMS Managed Facilities⁴⁹

Provided on the right is the Non-DMS Select facilities O&M expenditures (O&M expenditures were not provided for the Douglas Warehouse and the Kirkman building). Overall, all facility expenditures were relatively low, with Mayo being the highest. Savills Studley believes the higher than average O&M costs in the Mayo facility is due to the age and functional state of the facility.

Facility Name	GSF	O&M Outlay (FY15-16)	O&M Outlay (FY15-16) Per GSF
MAYO	96,131	\$578,300	\$6.02
CALDWELL	150,000	\$563,306	\$3.76
FDOT HQ Haydon Burns	239,811	\$504,867	\$2.11
BHYANI	98,500	\$312,383	\$3.53
DOUGLAS WAREHOUSE	34,800	NAV	NAV
KIRKMAN	380,836	NAV	NAV

Provided below is a graph of the Non-DMS Select Facility O&M expenditures by total spend (left axis) and by GSF (right axis).



⁴⁹ Solaris extract 6/30/2016 and data provided by DMS; Excludes sites without available O&M Information (Douglas Warehouse and Kirkman Building); Mayo Building O&M Outlay provided by DACS and is from FY(14-15); Electric (FY15-16) costs have been added to Bryant Building, Caldwell Building, FDOT HQ Haydon Burns Building, and Mayo Building



Electrical Cost (FY15-16) – DMS Managed Facilities⁵⁰

Below is a table of the electric utility costs for the DMS Select facilities. Included in the table is the total electric cost and energy consumption by facility, and the total cost and energy consumption broken down by GSF and RSF. According to BOMA, the average electric cost for office facilities in Florida is \$1.59 per RSF. Many of the DMS Select facilities are close to this average, but there are a few outliers. For example, the House, Senate and OPCON facilities are all above \$3.00 per RSF. This number is expected given their special use. Additionally, the Bob Martinez Center Office and DEP Lab facilities are both above \$2.00 per RSF. While it is normal for a lab space to be more energy intensive than office space, the Bob Martinez Center Office cost figure stands out. Savills Studley recommends that DMS review the facilities that are above the BOMA \$1.59 average to see if there are ways to reduce the energy consumption and spend, through monitoring temperature settings, after-hour air requests, and maintenance of equipment. Other long-term strategies such as lighting replacements or replacing older, energy intensive equipment such as chillers may be warranted.

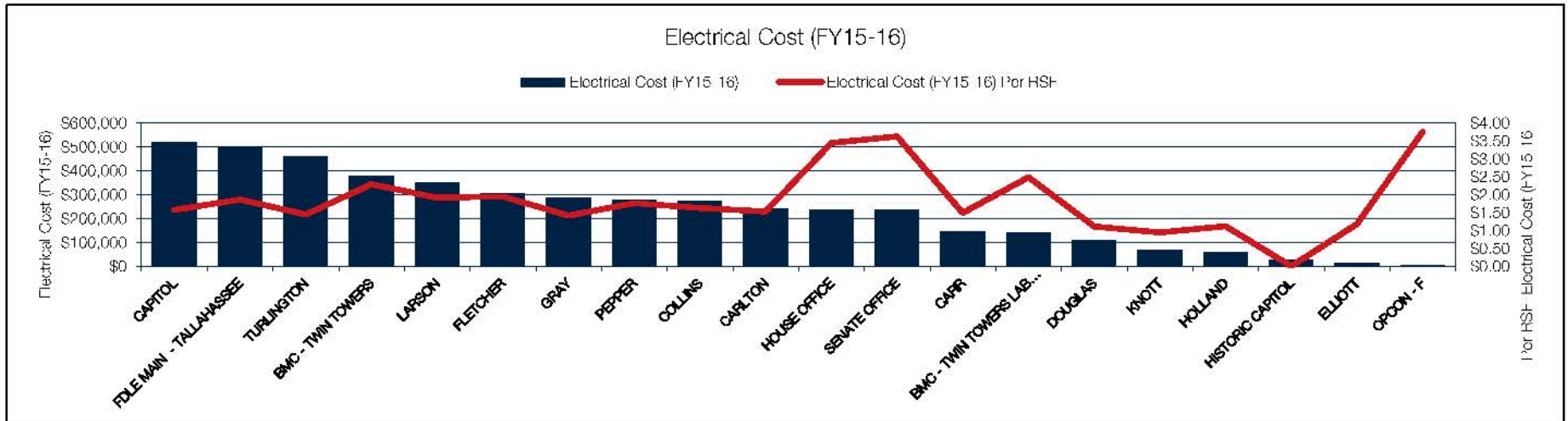
Facility Name	GSF	Rentable SF	Electrical Cost (FY15-16)	Electrical Cost (FY15-16) Per GSF	Electrical Cost (FY15-16) Per RSF	Energy Consumption (kWh)	Energy Consumption (kWh) Per GSF	Energy Consumption (kWh) Per RSF	Energy Consumption (kBtu)	Energy Consumption (kBtu) Per GSF	Energy Consumption (kBtu) Per RSF
CAPITOL	585,184	331,576	\$521,054	\$0.89	\$1.57	6,047,761	\$11.36	\$20.05	22,683,102	38.76	68.41
FDLE MAIN - TALLAHASSEE	305,048	266,197	\$495,644	\$1.62	\$1.86	6,259,200	\$20.52	\$23.51	21,357,277	70.01	80.23
TURINGTON	439,942	319,231	\$461,274	\$1.05	\$1.44	5,344,800	\$12.15	\$16.74	18,237,215	41.45	57.13
BMC - TWIN TOWERS	223,421	164,400	\$376,590	\$1.69	\$2.29	3,537,260	\$15.83	\$21.52	12,069,632	54.02	73.42
PARSON	226,648	183,647	\$351,897	\$1.55	\$1.92	4,503,113	\$19.87	\$24.53	15,365,259	67.79	83.71
PIFTCLIFR	220,000	155,535	\$302,969	\$1.38	\$1.95	3,903,163	\$17.74	\$25.10	13,318,145	60.54	85.63
GRAY	307,884	201,949	\$285,055	\$0.93	\$1.41	3,748,365	\$12.17	\$18.56	12,789,952	41.54	63.33
PEPPER	211,158	157,440	\$277,924	\$1.32	\$1.77	3,508,909	\$16.62	\$22.29	11,972,894	56.70	76.05
COLLINS	266,383	167,779	\$272,775	\$1.02	\$1.63	3,483,394	\$13.08	\$20.76	11,885,834	44.62	70.84
CARLTON	231,616	156,632	\$239,603	\$1.03	\$1.53	2,836,062	\$12.24	\$18.11	9,677,113	41.76	61.78
HOUSE OFFICE	108,106	69,157	\$236,425	\$2.21	\$3.45	3,072,048	\$28.42	\$44.42	10,482,261	96.96	151.57
SENATE OFFICE	107,552	65,734	\$236,425	\$2.22	\$3.63	3,072,048	\$28.56	\$46.73	10,482,261	97.46	159.46
CAH	122,487	96,091	\$143,650	\$1.17	\$1.49	1,410,000	\$11.76	\$14.99	4,913,481	40.11	51.13
BMC - TWIN TOWERS LAB (DEP)	81,265	56,539	\$140,793	\$1.73	\$2.49	1,826,640	\$22.48	\$32.31	6,232,754	76.70	110.24
DOUGLAS	126,878	99,831	\$111,229	\$0.88	\$1.11	1,047,644	\$8.26	\$10.49	3,574,710	28.17	35.81

⁵⁰ Solaris extract 6/30/2016 and data provided by DMS; Excludes sites without available Electric Information (CCOC 2540 - Gunter Building, CCOC 2555 - Sadowski Building, CCOC 2575 - Rudd Building - Emergency Operations Center); kWh converted to kBtu at 1:3.4121416331 ratio



Facility Name	GSF	Rentable SF	Electrical Cost (FY15-16)	Electrical Cost (FY15-16) Per GSF	Electrical Cost (FY15-16) Per RSF	Energy Consumption (kWh)	Energy Consumption (kWh) Per GSF	Energy Consumption (kWh) Per RSF	Energy Consumption (kBtu)	Energy Consumption (kBtu) Per GSF	Energy Consumption (kBtu) Per RSF
KNOTT	111,212	73,352	\$69,282	\$0.62	\$0.94	1,022,513	\$9.19	\$13.94	3,488,959	31.37	47.56
HOLLAND	108,881	53,318	\$59,754	\$0.55	\$1.12	585,115	\$5.37	\$10.97	1,996,495	18.34	37.45
HISTORIC CAPITOL	55,279	NAV	\$25,343	\$0.46	NAV	302,247	\$5.47	NAV	1,031,310	18.66	NAV
ELLIOTT	13,888	10,910	\$12,831	\$0.92	\$1.18	124,992	\$9.00	\$11.46	426,490	30.71	39.09
OPCON - F	6,070	1,590	\$6,972	\$0.98	\$3.76	55,501	\$9.14	\$34.91	189,377	31.20	119.11
CCOC 2540 - GUNTER	119,084	97,682	NAV	\$0.00	NAV	NAV	NAV	NAV	NAV	NAV	NAV
CCOC 2555 - SADOWSKI	119,084	88,228	NAV	\$0.00	NAV	NAV	NAV	NAV	NAV	NAV	NAV
CCOC 2575 - RUDD - GOC	22,395	18,875	NAV	\$0.00	NAV	NAV	NAV	NAV	NAV	NAV	NAV

Provided below is a bar chart of the electric costs in DMS Select facilities. The total building spend is listed in the left axis, and the Cost/RSF is listed in the right axis.





Electrical Cost (FY15-16) – Non-DMS Managed Facilities⁵¹

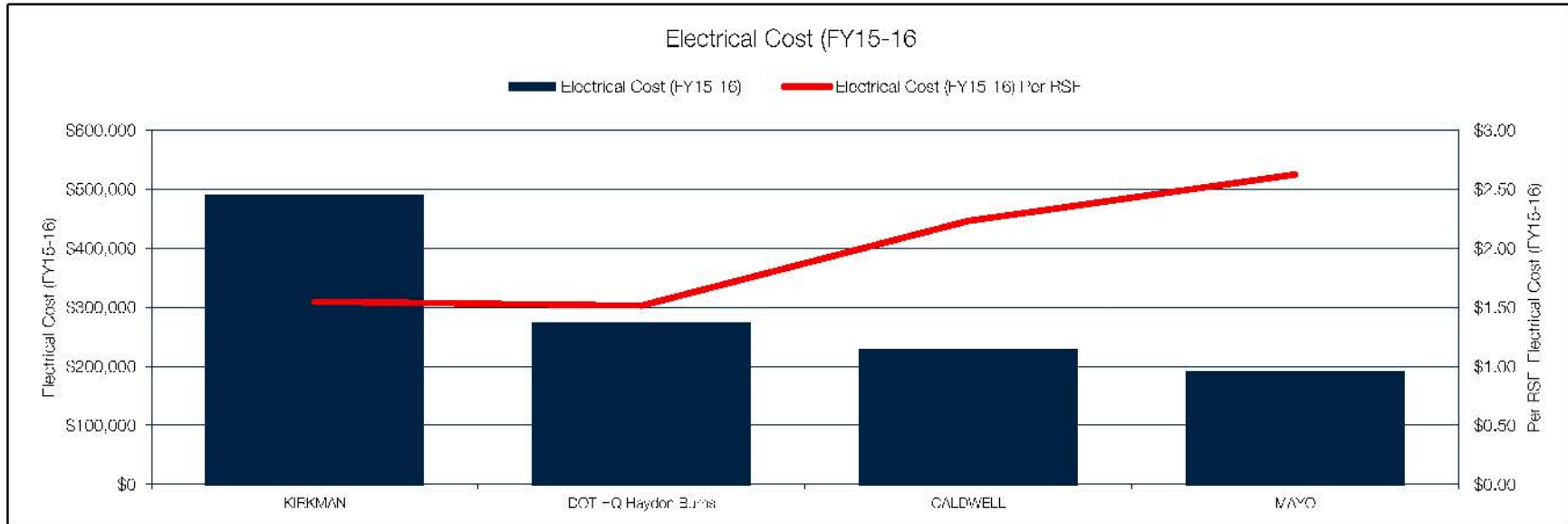
Provided below is a table of Non-DMS Select facility energy consumption and electric costs. The BOMA cost average for office buildings in Florida is \$1.59 per RSF, and three of the five buildings listed below are below that average (utility costs were not provided for the Douglas Warehouse). The Caldwell and Mayo facilities are higher than this average. The Caldwell facility is one of the densest facilities in Tallahassee and this explains part of the higher cost. Regarding the Mayo facility, the age and functional use of the facility explains part of the higher cost average. Savills Studley recommends that both DEO and DACS review their current energy management protocols to see if there are any low cost tactics that could reduce energy consumption, including limiting after-hour usage and monitoring temperature set points. Because DEO will be in the Caldwell for the foreseeable future, DEO may want to invest in an energy management strategy such as replacing older, inefficient equipment or upgrading building controls to reduce total consumption. For the Mayo facility, Savills Studley does not recommend a major energy improvement strategy unless it is determined that DACS plans to make a long-term investment in the facility.

Facility Name	GSF	Rentable SF	Electrical Cost (FY15-16)	Electrical Cost (FY15-16) Per GSF	Electrical Cost (FY15-16) Per RSF	Energy Consumption (kWh)	Energy Consumption (kWh) Per GSF	Energy Consumption (kWh) Per RSF	Energy Consumption (kBtu)	Energy Consumption (kBtu) Per GSF	Energy Consumption (kBtu) Per RSF
KIRKMAN	380,836	316,500	\$490,785	\$1.29	\$1.55	NAV	NAV	NAV	NAV	NAV	NAV
FDOT HQ Haydon Burns	239,811	181,330	\$274,971	\$1.15	\$1.52	3,064,000	12.78	16.90	10,454,802	43.60	57.66
CALDWELL	150,000	102,605	\$229,004	\$1.53	\$2.23	2,491,920	16.61	24.29	8,502,784	56.69	82.87
MAYO	96,131	72,668	\$190,855	\$1.99	\$2.63	2,248,740	23.39	30.94	7,673,019	79.82	105.56
BRYANT	88,500	68,918	\$96,945	\$1.12	\$1.48	1,116,254	12.61	16.68	3,808,817	43.04	56.92
DOUGLAS WAREHOUSE	34,800	NAV	NAV	NAV	NAV	NAV	NAV	NAV	NAV	NAV	NAV

⁵¹ Data from Solaris extract, June 30th 2016 and data provided by DMS; Excludes sites without available Electric Information (Douglas Warehouse); Bryant data is for 10 months; FDOT HQ Burns data based on FY(14-15); Mayo Building costs provided by DACS; kWh converted to kBtu at 1:3.4121416331 ratio



Provided below is a bar chart of the Total Electric Cost in Non-DMS Select facilities (shown on the left axis) and the Cost/RSF (shown on the right axis).



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Ten Year Unit Cost Reserve) – DMS Managed Select Facilities ⁵²

Provided to the right are the estimated deficiency costs per building for the DMS Select Facilities. The estimated deficiency costs are provided for year one (projects we recommend DMS initiate in the next budget year if funds are available based on the useful life of the building component) and the ten year cost estimate. It is important to note that the costs provided to the right are unit costs only, and do not capture all projects costs. Other project costs include but are not limited to; design, general conditions, contingency and other project management fees.

The buildings with the biggest total deficiency needs are the Capitol, Gray, Collins, Bob Martinez Center and the Carlton. While those buildings have the biggest total needs, other DMS facilities stand out when considering the total need by GSF. The Elliot, Rudd (Emergency Operations Center) and the Historic Capital have high relative deficiency costs when considering their smaller footprint.

As expected, the newer facilities at the CCOC have lower deficiency costs, except for the Rudd. While the Cost/GSF is relatively large at \$10.04, the total need is only \$224,903, which is minimal when compared to a facility like the Gray building with \$2,939,641 in estimated building deficiency needs.

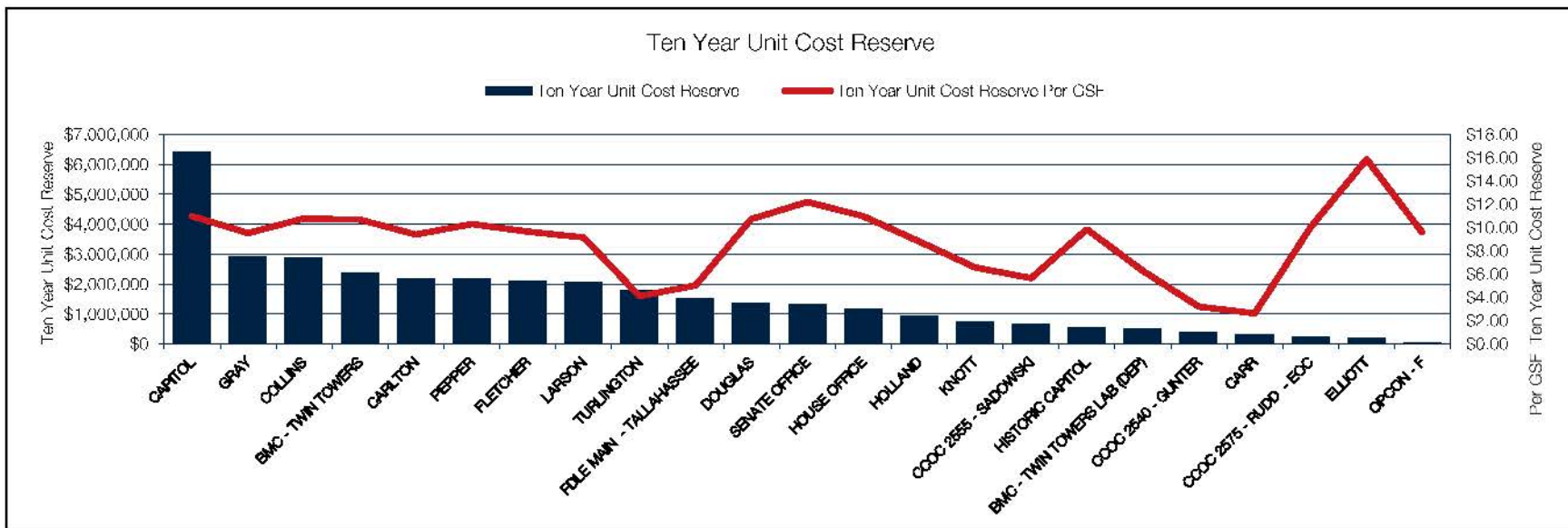
The Gray building has significant building deficiency needs. DMS has invested \$1,466,620 in FCO projects over the past five years, and is currently investing \$4,305,736 in this facility. Going forward, DMS needs to determine if continuing to invest such a large portion of its annual FCO budget into this facility is cost effective, or if other facilities could provide the services currently housed in this facility (museum, storage and large conference space).

Facility Name	GSF	Ten Year Unit Cost Reserve	Ten Year Unit Cost Reserve Per GSF	Year 1 Unit Cost Reserve	Year 1 Unit Cost Reserve Per GSF
CAPITOL	585,184	\$6,482,371	\$10.99	\$4,661,419	\$7.97
GRAY	307,881	\$2,939,641	\$9.55	\$1,708,205	\$5.55
COLLINS	266,383	\$2,873,317	\$10.79	\$937,925	\$3.52
BMC - TWIN TOWERS	223,121	\$2,381,871	\$10.67	\$1,315,910	\$5.89
CARLTON	231,616	\$2,181,113	\$9.42	\$2,180,170	\$9.41
PEPPER	211,158	\$2,174,802	\$10.30	\$1,321,425	\$6.26
FLEICHER	220,000	\$2,126,276	\$9.66	\$1,199,920	\$6.82
LARSON	226,648	\$2,078,391	\$9.17	\$1,450,295	\$6.40
TURLINGTON	439,942	\$1,803,667	\$4.10	\$724,970	\$1.65
HDL MAIN TALLAHASSEE	305,048	\$1,534,112	\$5.03	\$720,963	\$2.36
DOUGLAS	126,878	\$1,383,220	\$10.74	\$706,790	\$5.57
SENATE OFFICE	107,552	\$1,313,194	\$12.21	\$399,735	\$3.72
HOUSE OFFICE	108,106	\$1,187,121	\$10.96	\$403,290	\$3.73
HOLLAND	108,981	\$959,235	\$8.81	\$601,110	\$5.52
KNOTT	111,212	\$733,373	\$6.59	\$124,163	\$1.12
CCOC 2555 - SADOWSKI	119,084	\$874,547	\$5.66	\$28,450	\$0.24
HISTORIC CAPITAL	55,279	\$514,681	\$9.85	\$187,905	\$3.40
BMC - TWIN TOWERS LAB (DGP)	81,265	\$510,941	\$6.29	\$273,206	\$3.36
CCOC 2510 - GUNTHER	119,081	\$381,199	\$3.20	\$26,930	\$0.23
CARR	122,487	\$322,087	\$2.63	\$114,959	\$0.94
CCOC 2575 - RUDD - EOC	22,395	\$224,903	\$10.04	\$22,170	\$0.99
ELLIOT	13,888	\$220,691	\$15.89	\$179,189	\$12.90
OPCON - F	6,070	\$58,040	\$9.56	\$29,430	\$4.85

⁵² GSF data from Solaris extract, June 30th 2016 and Ten Year Unit Cost Reserve data from GLE FCA; Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs



Provided below is a graph of the ten year unit cost reserve table. On the left axis of the chart is the total estimated deficiency cost need, and on the right axis of the chart is the estimated deficiency cost per GSF.





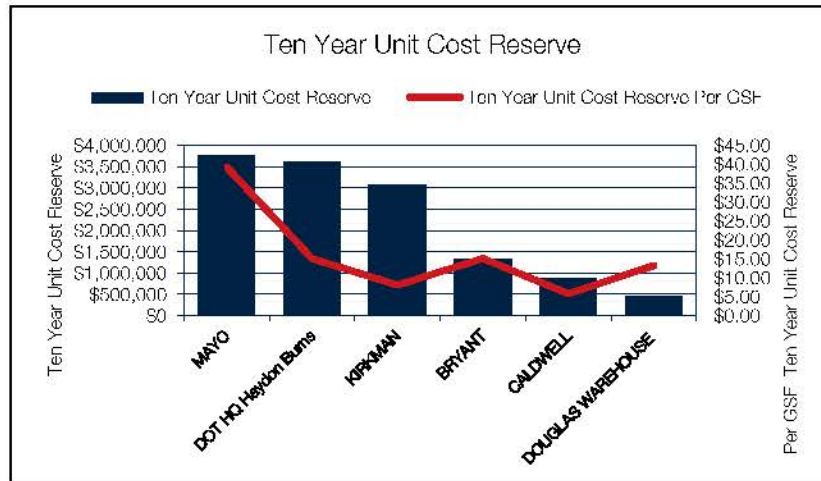
Ten Year Unit Cost Reserve) – Non-DMS Managed Facilities⁵³

Provided to the right are the estimated deficiency costs per building for the Non-DMS Select facilities. The Mayo building has the highest total deficiency need, with over \$3,533,360 in estimated deficiency costs in year one (this is unit costs only, and does not capture all project costs). Additionally, the Mayo facility has the highest estimated deficiency costs per GSF at \$36.76 in Year 1. This cost is significantly higher than the next highest facility, the Burns building, with \$12.43 per GSF in deficiency needs in Year 1. Due to the major outstanding building deficiencies, DACS needs to determine if the Mayo building is considered a long-term hold asset. If DACS has determined that the facility is beyond its useful and economic life, repairing all the known deficiencies may not be necessary, and should only focus on repairing the critical building components until another real property asset or lease is identified to replace the facility.

The Burns and Bryant buildings also have significant building deficiencies. While the Burns is considered a long-term hold by FDOT, it is unclear if FWCC plans to make a long-term investment in the Bryant building (Per the Repositioning Plan, they will vacate the facility on October 1, 2020). If the FWCC is planning to vacate the facility in the next four years, repairing all the known deficiencies may not be necessary, and should only focus on the critical building components.

Also provided to the right is a chart of the building deficiencies for the non-DMS Select facilities. The left side of the chart shows the total estimated deficiency costs, and the right side of the chart shows the total Cost/GSF.

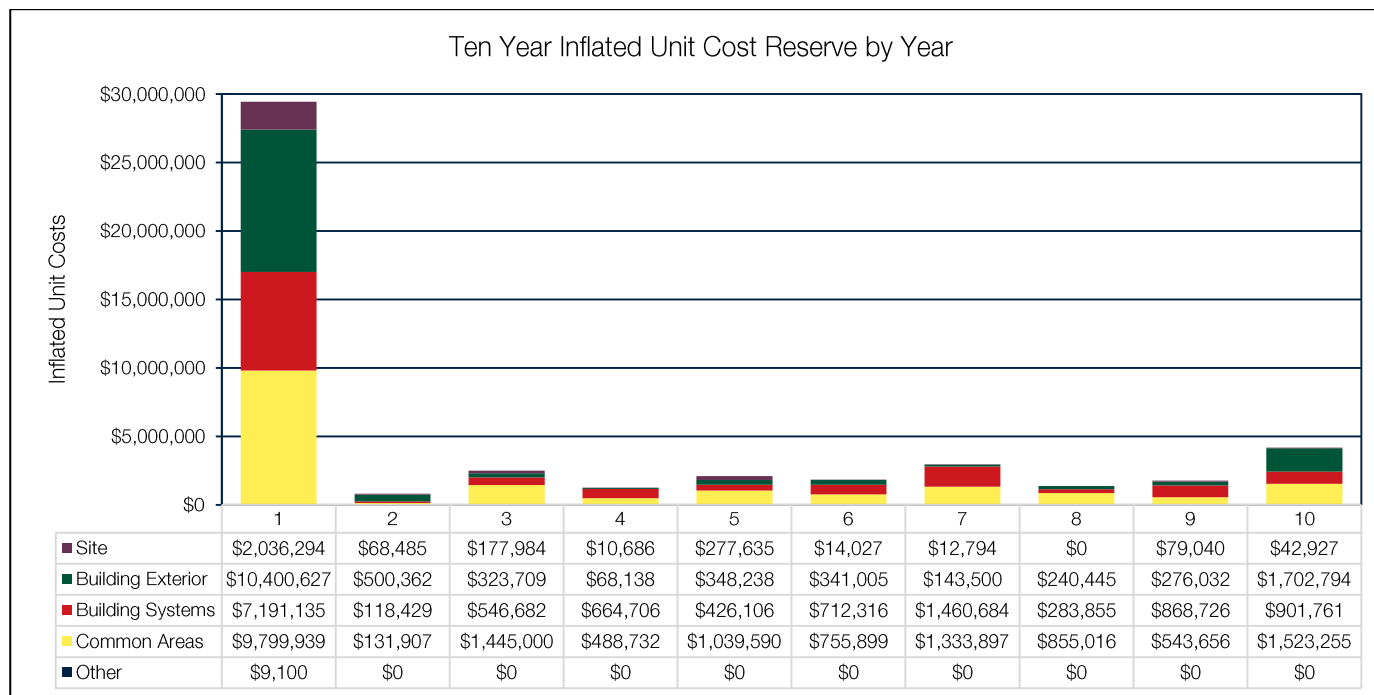
Facility Name	GSF	Ten Year Unit Cost Reserve	Ten Year Unit Cost Reserve Per GSF	Year 1 Unit Cost Reserve	Year 1 Unit Cost Reserve Per GSF
MAYO	96,131	\$3,780,968	\$39.33	\$3,533,360	\$36.76
FDOT HQ Haydon Burns	239,811	\$3,022,288	\$15.10	\$2,979,922	\$12.43
KIRKMAN	380,836	\$3,074,270	\$8.07	\$2,098,925	\$5.51
BRYANT	88,500	\$1,335,132	\$15.09	\$916,548	\$10.36
CALDWELL	150,000	\$869,103	\$5.79	\$67,483	\$0.58
DOUGLAS WAREHOUSE	34,800	\$461,241	\$13.25	\$202,428	\$5.82



⁵³ GSF data from Solaris extract, June 30th 2016 and Ten Year Unit Cost Reserve data from GLE FCA; Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs



Provided below is a high-level overview of building deficiencies by category for the Select facilities⁵⁴. The major cost categories include: Site, Building Exterior, Building Systems, Common Areas and Other. The chart also provides the timeline of repair needs based on the useful life of the building components.



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⁵⁴ Ten Year Unit Cost Reserve data from GLE FCA; Unit cost estimates calculated in agreed upon methodology and do not include implementation or other project costs



Potential Smart Building Monitoring Improvements

The Department of Management Services has developed a comprehensive **State Energy Management Plan (SEMP)** in accordance with Section 255.257, Florida Statutes. Government Buildings subject to the plan include:

- Agency-owned facilities of 5,000 net sq. ft. or greater, and
- Agency-leased facilities of 5,000 net sq. ft. or greater (...IF the agency is required to pay utilities based on the utility provider's monthly statement or by building owner's sub-meter)

Most facilities included in this study are therefore covered under the SEMP. Among other aspects, the SEMP outlines **data collection** and **sub-metering** requirements and guidelines for utilization of this information. At minimum, the following energy loads are to be sub-metered and trended:

- Building Electrical Consumption and Demand – Main Building Feed
- HVAC Cooling Consumption and Demand for Buildings with total Cooling System capacity greater of 50 tons (particularly chilled water plants) or greater
- HVAC Heating Consumption and demand for buildings with a total Heating System capacity of 500,000 BTUH or greater
- Domestic Water Heating Consumption for buildings with total water heating capacity of 300,000 BTUH or greater

Addendum 1 of the SEMP provides guidance and cost estimates to aid agency budgeting of sub-metering solutions. DMS has also established a contract vehicle and program with pre-qualified vendors known as the "Shared Savings Partners for Energy Efficiency Upgrades" that most relevantly allows:

"...agencies to purchase hardware, software and energy auditing services (i.e. Category 5 Services) directly and separately if desired for the purpose developing their energy conservation strategy".

The SEMP is aligned with the State's goal of developing and implementing a "smart-building transition plan" to reduce utility costs, energy consumption, and carbon footprint. The following sections outline the current situation and our recommendations.

Current Conditions/Circumstances

Leon County utilities are predominately provided by City of Tallahassee ("COT") and Talquin Electric Co-Op. COT and Talquin offer a form of near-real-time electricity tracking (with up to a 24-hour lag) for small demand customers (<500 kW) though water and gas consumption are primarily monthly only. These monitoring platforms are *not* interoperable and are decentralized (no data aggregation or comparison tools). Large demand customers such as the



State's Capital Center and Capital Circle Office Complex lack utility service-provided dashboards, though real-time data can be provided by request in similar daily batch requests with up to a 24-hour lag.

Each utility provider allows a relay connection from the utility meter to an owner-provided and installed relay that can be communicated to an Energy Management System (EMS) or Building Automation System (BAS) via data loggers.

DMS currently utilizes three *Building Automation System* platforms:

1. Siemens Apogee,
2. KMC Total Control, and
3. Tridium Niagara Ax

DMS currently uses two *Energy Management System* platforms:

1. Schneider System Manager software, and
2. StruxureWare Power Monitoring software

Other agencies utilize some of the above BAS platforms, alternate BAS platforms (such as Automated Logic, JCI, Alerton, etc.), and many locations have no BAS whatsoever.

Recommended Solutions

Energy Monitoring Solution

Due to the variety of utility providers and automation / energy management systems, we recommend for the State of Florida to select a centralized Energy Monitoring platform that includes the minimum following features:

- System Integration with a wide variety of communication methods and automation systems including at a minimum: Schneider, Siemens Apogee, Tridium, CSV file transfer, Green Button, and Obvius;
- Baselineing, including Weather Normalization and Time-of-Week;
- Comparisons based on FTE and Sq. Footage as well as current versus historic consumption;
- Analytical tools, including trend reports and load curves;
- Advanced Warning / Alarming for high demand, meter failure, and utility failure;
- Scalability and organization based on facility type and/or agency; and
- Capability to be integrated with existing and future automation system for Automated Demand Response

This software will aid in advanced warning of increasing energy costs, identification of opportunities to reduce costs, and verification of the efficacy of energy efficiency measures.



Further consideration of the intended usage of the energy monitoring software will be necessary. DMS established a State energy dashboard using the *Lucid Building_OS* platform that integrated the Capital Center and Capital Circle Office Complex electricity meters via integrations with Tridium, the Siemens Apogee system, and Schneider SPM system.

While this software meets the above criteria, the Dashboard subscription and service has lapsed due to lack of use and discontinued funding. Lack of utilization by agency's staff led to gradual decay of data collection and communications due to networking and hardware failures. This decay in turn diminished data quality and exacerbated the platform's lack of use. Because of this centralized energy monitoring effort by DMS, and to verify that the software will be used as intended by the SEMP, additional discussion with DMS and other participating agencies is required to confirm:

- their intended *use* of the software, and
- the available resources and means to *maintain* the network and data delivery of a new system

Smart Metering Solutions

The types of meters required to satisfy the SEMP have been provided above. In general, the Energy Monitoring software integration options will dictate the sub-metering product specifications and selection. Some standardization is recommended for meter quality and communication methods; such specifications may be developed upon consensus.

Existing meters and BAS/EMS platforms should be utilized as much as possible to reduce the costs to the State as long as these existing meters will be maintained and calibrated.

Further guidance based on meter type:

- *Electricity Sub-Metering* – We recommend the following in terms of priority: Use existing utility meter or separately installed revenue-grade meter communications where available, add communications to said meters, or install new sub-meters with communications direct to the Energy Monitoring software.
- *Cooling Energy Sub-Metering* – Depending on the energy source (i.e. electricity, chilled water, etc.), the utility service should be metered or sub-metered at the point of service in strict accordance with the manufacturer's installation requirements.
- *Heating Energy Sub-Metering* – Depending on the energy source (i.e. electricity, natural gas, steam, etc.), the utility service should be metered or sub-metered at the point of service in strict accordance with the manufacturer's installation requirements.



- *Domestic Water Heating Energy Sub-Metering* – There are unlikely to be many facilities that possess the water heating capacity required to be sub-metered by the SEMP. In cases where this exists, we recommend sub-metering natural gas (for gas water heaters) and electricity (for electric water heaters) at the source. Existing utility meters can be utilized where they primarily serve this purpose.
- *Network Infrastructure Upgrades* – Each agency should assume that a minimum five (5) static IP addresses will need to be designated for sub-metering of facilities that feature all four sub-metering types required by the SEMP. This number can be reduced based on integration means. Sub-metering typically requires 120V power and internet (via Ethernet connection) or direct communication to the BAS or EMS. For services that are isolated from power or communications, additional installation costs will apply (i.e. trenching, conduit, wiring, etc.).

Federal Funding

To our knowledge, federal funding for smart metering is currently unavailable. The 2009 Recovery Act: Smart Grid Investment Grant (SGIG) program has concluded. We do not anticipate that the Federal Government will be a dependable source of funding for the near future.

Next Steps

Given the scale of the portfolio, the cost per building to submeter and deliver resource data can vary significantly if it would be implemented for all facilities or a select number. In general, an estimate of \$20,000 per facility is appropriate for preliminary planning purposes to cover materials and labor. Additionally, the software that would collect and centralized all data would require an initial set up and design and the costs for this system would vary (approximately \$500,000-\$1,000,000) based on features required. Recurring annual costs would vary based on scale and a per account and/or per meter data collection basis. Additional costs associated with per year utility account are required depending on data collection method and intervals.

For next steps, authorize the funding and commencement of a separate “Smart Building Transition Plan/Study” that will include the comprehensive building-specific due diligence (of existing systems, infrastructure, meters), specifications, costs and detailed implementation procedures and costs required for the centralized energy monitoring architecture.

Appendix H: Select Facility Review Scorecard Definitions

Metric	Definition	Source
Facility Information		
Year Built	Data used to determine the age of the facility	Solaris 6/30/2016
Facility Metrics		
Gross SF (GSF)	Gross square feet of the facility; represents the total building footprint and includes rentable and non-rentable square footage	Solaris 6/30/2016
Rentable SF	Total square footage available to rent	Solaris 6/30/2016
Rented SF	Actual square footage rented. In certain facilities, the rented SF was unavailable. Please see the "Square Footage Estimates" table for more information in Appendix J	Solaris 6/30/2016
Office Rentable SF	Total square footage available to rent for each lease defined as "Office" as the predominant space type. In certain facilities, the office rentable SF was unavailable. Please see the "Square Footage Estimates" table for more information in Appendix J	Solaris 6/30/2016



Office Rented SF	Actual square footage rented for each lease defined as "Office" as the predominant space type. In certain facilities, Office Rented SF was unavailable. Please see the "Square Footage Estimation" table for more information in Appendix C	Solaris 6/30/2016
FTE	Full-time employees; represents the total number of people that assigned to the facility	PeopleFirst state agency employment extract as of 8/29/2016; does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature) or contractors
Facility Metric Ratios		
Maximum Core Building Efficiency	Rentable SF divided by Gross SF; measures what percentage of the facility is available to rent across all predominate space types	Solaris 6/30/2016, Vacancy Report dated 11/7/16
Actual Core Building Efficiency	Rented SF divided by Gross SF; measures the percentage of the facility that is leased	Solaris 6/30/2016
Maximum Office Efficiency	Office Rentable SF divided by Gross SF; measures the percentage of the facility available to rent across the "Office" predominate space types	Solaris 6/30/2016, Vacancy Report dated 11/7/16
Facility Rentable SF Vacancy	One less (Rented SF divided by Rentable SF); measures the percentage of vacant rentable square footage in the facility across all space types	Solaris 6/30/2016, Vacancy Report dated 11/7/16
Office Rentable SF Vacancy	One less (Office Rented SF divided by Office Rentable SF); measures the percentage of vacant office rentable square footage in the facility across locations where "Office" was defined as the predominant space type	Solaris 6/30/2016, Vacancy Report dated 11/7/16
Office Rented SF per FTE	Office Rented SF divided by FTE; measures the Rented Office SF per FTE in the facility	Solaris 6/30/2016, PeopleFirst state agency employment extract as of 8/29/2016; does not include



		university employees or non-PeopleFirst agencies (Judicial branch and the Legislature) or contractors
Outlays and Cost Estimates		
Active Fixed Capital Outlay (FCO)	The total cost of all active FCO projects taking place in a facility, as reported by the agency	Provided by Department of Management Services
FY 11-12 to FY 15-16 Fixed Capital Outlay (FCO)	Total FCO project costs over the past five years	Provided by Department of Management Services
ADA Correction Cost Estimates	Total amount of ADA repairs required at the facility, as reported by the agency. This cost does not reflect long-term costs that would need to be made if the building is renovated	Provided by Department of Management Services
O&M Outlay (FY15-16)	Annual total of operations and maintenance expenses, including but not limited to, items as utilities, janitorial, and minor repairs	Provided by Department of Management Services
Electric FY 15-16 Cost	Total electric spend in FY 15-16 as reported by the agency; does not include parking costs	Provided by Department of Management Services
Electric Consumption (FY15-16)	The total kWh or kBTU consumption for FY 15-16 for each individual facility. For certain campus facilities that did not have a building specific meter, the consumption was divided by the total SF of the campus and provided proportionately	Provided by Department of Management Services
Ten Year Reserve	The total amount of deficiency costs that were identified in the Facility Condition Assessment Reports. These cost estimates are based on unit costs and may not be reflective of the total cost to implement a project. Additionally, these costs help determine the long-term health of the facility	FCA reports received 10/03/2016
Lease Metrics		



Owner	Owner of the facility; in many cases the owner is the Board of Trustees, but sometimes an individual state agency owns the facility, as is the case with the Mayo facility for example	Solaris 6/30/2016
Managing Agency	Agency responsible for the operation of the facility however, the agency may or may not have technical ownership of the facility or land the facility was built on	Solaris 6/30/2016
Lease Agency	Tenant in the facility	Solaris 6/30/2016
Predominate Space Type	The assigned primary use of the facility	Solaris 6/30/2016
Lease Start Date	The commencement date of the lease	Solaris 6/30/2016
Lease End Date	The expiration date of the lease. Most public leases have a lease end date of 2049, but do not technically have a lease end date	Solaris 6/30/2016
Annual Rent	Annual cost of rent for leasing the facility's space	Solaris 6/30/2016
Estimated FTE	With the exception of Private Leases, FTE data was provided by building and not by lease. In order to provide an estimate, FTE was divided proportionally by Rented SF among the leases in the facility with a predominant space type of "Office"	Solaris 6/30/2016, PeopleFirst state agency employment extract as of 8/29/2016; does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature) or contractors
Lease Metric Ratios		
Office Rented SF / FTE	Office Rented SF divided by FTE; measures the average Office Rented SF per FTE in the facility in each lease	Solaris 6/30/2016, PeopleFirst state agency employment extract as of 8/29/2016; does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)



Annual Rent / Office Rented SF	Annual Rent divided by Office Rented SF; measures the average Annual Rent cost per Office Rented SF in each lease	Solaris 6/30/2016
Annual Rent / FTE	Annual Rent divided by FTE; measures the Annual Rent cost per FTE for each lease	Solaris 6/30/2016, PeopleFirst state agency employment extract as of 8/29/2016; does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature) or contractors



Appendix I: Building Metrics

Building Metrics – DMS Managed Facilities⁵⁵

Provided below is the master building metric table for the DMS Select facilities. For reference, the darker the cells are shaded, the greater the number is when compared to the other Select facilities (e.g. The Capitol has the largest GSF of all the Select facilities, and is the darkest shade of blue). For a list of definitions for the attributes listed below, please review Appendix H.

Facility Name	GSF (a)	Rentable SF (b)	Rented SF (c)	Office Rentable SF (d)	Office Rented SF (e)	Headcount (f)	Maximum Core Building Efficiency (b/a)	Actual Core Building Efficiency (c/a)	Maximum Office Efficiency (d/b)	Facility Rentable SF Vacancy (1-(c/b))	Office Rented SF / FTE (e/f)
BMC - TWIN TOWERS	223,421	164,400	164,400	162,026	162,026	580	74%	74%	99%	0%	279
BMC - TWIN TOWERS LAB (DEP)	81,265	56,539	56,539	50,003	50,003	87	70%	70%	88%	0%	575
CAPITOL	585,184	331,576	331,176	306,687	306,287	370	57%	57%	92%	0%	828
CARLTON	231,616	156,632	141,089	131,254	131,254	648	68%	61%	84%	10%	203
CARR	122,487	96,094	95,793	95,373	95,072	304	78%	78%	99%	0%	313
CCOC 2540 - GUNTER	119,084	97,682	97,682	97,325	97,325	219	82%	82%	100%	0%	444
CCOC 2555 - SADOWSKI	119,084	88,228	88,017	86,844	86,844	304	74%	74%	98%	0%	286
CCOC 2575 - RUDD - EOC	22,395	18,875	18,875	18,595	18,595	18	84%	84%	99%	0%	1,033
COLLINS	266,383	167,779	164,841	148,839	148,839	500	63%	62%	89%	2%	298
DOUGLAS	126,878	99,831	99,831	99,469	99,469	240	79%	79%	100%	0%	414
ELLIOT	13,888	10,910	8,310	10,565	7,965	26	79%	60%	97%	24%	306
FDLE MAIN - TALLAHASSEE	305,048	266,197	266,197	252,149	252,149	833	87%	87%	95%	0%	303
FLETCHER	220,000	155,535	155,535	150,409	150,409	521	71%	71%	97%	0%	289
GRAY	307,884	201,949	201,949	190,226	190,226	253	66%	66%	94%	0%	752
HISTORIC CAPITOL	55,279	NAV	NAV	NAV	NAV	0	NAV	NAV	NAV	NAV	NAV
HOLLAND	108,881	53,318	53,318	46,857	46,857	99	49%	49%	88%	0%	473

⁵⁵ Solaris extract 6/30/2016 and PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature)



Facility Name	GSF (a)	Rentable SF (b)	Rented SF (c)	Office Rentable SF (d)	Office Rented SF (e)	Headcount (f)	Maximum Core Building Efficiency (b/a)	Actual Core Building Efficiency (c/a)	Maximum Office Efficiency (d/b)	Facility Rentable SF Vacancy (1-(c/b))	Office Rented SF / FTE (e/f)
HOUSE OFFICE	108,106	69,157	69,157	69,157	69,157	NAV	64%	64%	100%	0%	NAV
KNOTT	111,212	73,352	73,352	73,352	73,352	42	66%	66%	100%	0%	1,746
LARSON	226,648	183,547	183,547	177,934	177,934	540	81%	81%	97%	0%	330
OPCON - F	6,070	1,590	1,590	1,375	1,375	7	26%	26%	86%	0%	196
PEPPER	211,158	157,440	153,015	147,549	143,124	59	75%	72%	94%	3%	2,426
SENATE OFFICE	107,552	65,734	65,734	65,734	65,734	NAV	61%	61%	100%	0%	NAV
TURLINGTON	439,942	319,231	319,231	307,125	307,125	946	73%	73%	96%	0%	325

Building Metrics – Non-DMS Managed Facilities⁵⁶

Provided below is the master building metric table for the non-DMS Select facilities. For reference, the darker the cells are shaded, the greater the number is when compared to the other Select facilities (e.g. the Kirkman building has the largest GSF of the non-DMS Select facilities, and is the darkest shade of blue). For a list of definitions for the attributes listed below, please review Appendix H.

Facility Name	GSF (a)	Rentable SF (b)	Rented SF (c)	Office Rentable SF (d)	Office Rented SF (e)	Headcount (f)	Maximum Core Building Efficiency (b/a)	Actual Core Building Efficiency (c/a)	Maximum Office Efficiency (d/b)	Facility Rentable SF Vacancy (1-(c/b))	Office Rented SF / FTE (e/f)
BRYANT	88,500	66,918	66,918	63,815	63,815	190	76%	76%	95%	0%	336
CALDWELL	150,000	102,605	102,605	102,605	102,605	509	68%	68%	100%	0%	202
FDOT HQ Haydon Burns	239,811	181,330	181,330	172,922	172,922	636	76%	76%	95%	0%	272
DOUGLAS WAREHOUSE	34,800	NAV	NAV	NAV	NAV	17	NAV	NAV	NAV	NAV	NAV
KIRKMAN	380,836	316,500	316,500	316,500	316,500	1,031	83%	83%	100%	0%	307
MAYO	96,131	72,688	72,688	69,318	69,318	260	76%	76%	95%	0%	267

⁵⁶ Data from Solaris extract, June 30th 2016 and PeopleFirst state agency employment extract, August 29 2016, does not include university employees or non-PeopleFirst agencies (Judicial branch and the Legislature); All RSF based calculated based on subset of DMS managed buildings for Bryant, FDOT HQ Haydon Burns; Caldwell RSF provided by DEO, Kirkman RSF provided by HSMV, Mayo Gross SF and FTE provided by DACS



Appendix J: Square Footage Estimates

Square footage estimations for State-owned facilities without available data⁵⁷

Rentable SF and Office Rentable SF were not available for owned buildings without lease data. As such, a subset of Owned Office Facilities with available Gross SF, Rentable SF, and Office Rentable SF were selected to create a Maximum Core Building Efficiency ratio and a Maximum Office Efficiency ratio. These ratios allowed for estimations of Rentable SF and Office Rentable SF in buildings where data was unavailable.

The Maximum Core Building Efficiency ratio is calculated by taking the average of each facility's Rentable SF divided by Gross SF. In the subset of Owned Facilities, the Maximum Core Building Efficiency ratio is 75.6%. For Owned Facilities without available lease data, 75.6% is multiplied by the facility's Gross SF to estimate Rentable SF.

The Maximum Office Efficiency ratio is calculated by taking the average of each facility's Office Rentable SF divided by the estimated Rentable SF. In the subset of Owned Facilities, the Maximum Office Efficiency ratio is 95.4%. For Owned Facilities without available lease data, 95.4% is multiplied by the facility's estimated Rentable SF to estimate Office Rentable SF.

Facility Name ¹	Gross SF (a)	Rentable SF (b)	Office Rentable SF (c)	Maximum Core Building Efficiency (b/a)	Maximum Office Efficiency (c/b)
BOB MARTINEZ CENTER - TWIN TOWERS BUILDING	223,421	164,400	162,026	73.6%	98.6%
CARLTON BUILDING	231,616	156,632	131,254	67.6%	83.8%
CARR BUILDING	122,487	96,094	95,373	78.5%	99.2%
CCOC 2540 - GUNTER BUILDING	119,084	97,682	97,325	82.0%	99.6%
DOUGLAS BUILDING	126,878	99,831	79,644	78.7%	79.8%
ELLIOT BUILDING	13,888	10,910	10,565	78.6%	96.8%
FLETCHER BUILDING	220,000	155,535	150,409	70.7%	96.7%
LARSON BUILDING	226,648	183,547	177,934	81.0%	96.9%
TURLINGTON BUILDING	439,942	319,231	307,125	72.6%	96.2%
FDLE MAIN BUILDING - TALLAHASSEE	305,048	266,197	252,149	87.3%	94.7%
COLLINS BUILDING	266,383	167,779	148,839	63.0%	88.7%
HOLLAND BUILDING	108,881	53,318	35,198	49.0%	66.0%
CCOC 4030 BUILDING	104,128	78,335	77,837	75.2%	99.4%
CCOC 4050 BUILDING	104,128	76,244	75,770	73.2%	99.4%
CCOC 4070 BUILDING	119,084	81,378	81,294	68.3%	99.9%
CCOC 4040 BUILDING	119,084	92,469	91,424	77.7%	98.9%
CCOC 2450-3 BUILDING DOR #3	76,009	55,749	55,749	73.3%	100.0%
CCOC 4025 BUILDING	104,128	85,078	84,920	81.7%	99.8%
CCOC 4052 BUILDING	121,212	97,097	96,980	80.1%	99.9%

⁵⁷ Solaris extract, June 30th 2016; Vacancy Report Dated 11/7/16



Facility Name ¹	Gross SF (a)	Rentable SF (b)	Office Rentable SF (c)	Maximum Core Building Efficiency (b/a)	Maximum Office Efficiency (c/b)
CCOC 2585 BUILDING	121,212	98,511	98,029	81.3%	99.5%
CCOC 2450-2 BUILDING DOR #2	196,870	162,102	162,002	82.3%	99.9%
CCOC 4042 BUILDING	121,212	97,129	96,856	80.1%	99.7%
CCOC 2450-1 BUILDING DOR #1	196,870	164,173	163,885	83.4%	99.8%

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Appendix K: Disclaimers

Facility Condition Assessment Disclaimers and Limitations

DMS has been provided with a complete copy of each facility condition assessment report (the "FCA reports") and is strongly encouraged to read the FCA reports in their entirety, including the important assumptions, qualifications and limitations contained therein. The Study (including any summary in this Study of a facility condition assessment) is qualified in all respects by the FCA reports.

The purpose of the facility condition assessments is to provide an objective review of the general condition of a facility, evaluate major building components and provide a general estimate of future needs.

The costs which appear in the Study SHOULD NOT BE USED FOR BUDGETING PURPOSES. The line item costs which appear in tables or elsewhere in the Study represent order-of-magnitude costs specifically associated with the costs of that component, and do not include other project costs typically incurred such as, but not limited to:

- Professional fees, such as architectural, engineering and/or project management costs
- Auxiliary related trade costs, such as electrical or HVAC costs associated with HVAC equipment as part of a roof replacement
- Auxiliary scope required services, such as cutting an opening in a drywall partition to remove and replace a large piece of mechanical equipment
- Permit fees
- General conditions
- Contingency costs

Accordingly, the costs which appear in the Study are not an indication of all the costs which would be associated with replacement of that component. Additionally, estimated costs for the above-mentioned items (i.e., general conditions) were not provided for each deficiency because the values can change dramatically based on the size, scope or bundling of projects.

Opinions of probable cost presented in the Study relating to buildings that are not parking structures are derived from the following sources:

- R.S. Means Building Construction Cost Data
- GLE's database of Probable Construction Costs. GLE's database is compiled from unit pricing obtained from numerous similar projects. GLE's database is updated on a regular basis, and validated from a comparison with the latest version of R.S. Means cost data

Opinions of probable cost should only be construed as **preliminary order of magnitude** costs. Costs identified herein are limited to those repair costs that GLE or TimHaahs, as applicable, estimates to be required to repair deficient building components that they have assumed may occur in the future.



Further, these estimated probable repair costs are GLE's or TimHaahs' professional attempt to predict the costs that might be obtained through a competitive bidding process given the current local market conditions. There is no guarantee that the work will actually be completed for the pricing indicated.

All information related to the facility conditions provided in the Study is based on a visual reconnaissance of the subject site. No invasive or destructive testing was performed. Some deficient conditions or characteristics may be discovered by more in-depth investigation, which were not included as part of the facility condition assessments. As such, DMS may only rely on such information in the Study to the extent that deficiencies identified were visible at the time of GLE's or TimHaahs' inspection. Additionally, conclusions may have been drawn based on statements made by occupants present at the time of GLE's or TimHaahs' site visit or documents provided to GLE or TimHaahs by DMS, or DMS' representatives. None Savills Studley, GLE nor TimHaahs makes any representation as to the accuracy of this information.

Hazardous materials (i.e., asbestos, lead-based paint) may be present within the subject site, which may be disturbed as part the anticipated renovations. It will be necessary for DMS to employ a licensed environmental consultant to complete a survey for the hazardous materials before obtaining permits for construction or renovations.

The following activities were specifically excluded and out of scope in the facility condition assessments:

- Removing or relocating materials, furniture, storage containers, personal effects, debris, building materials or finishes; conducting exploratory probing or testing; dismantling or operating of equipment or appliances; or disturbing personal items or property, that obstructs access or visibility. Consequently, concealed deficiencies may exist which were not identified in the facility condition assessments.
- Preparing engineering calculations and analysis.
- Any legal encumbrances, such as easements; building property line setbacks or elevations.
- Reporting on the presence or absence of pests, such as wood-damaging organisms, rodents, or insects.
- Reporting on the condition of subterranean conditions.
- Evaluating acoustical or insulating characteristics of systems or components.
- Providing an environmental assessment.
 - Over time, further weathering, moisture infiltration, and/or equipment operations may change the severity of the conditions as they were observed at the time of TimHaahs' site visit.
- Reporting on life safety issues.
- Americans with Disabilities Act (ADA) Accessibility Survey.

Americans with Disabilities Act Disclaimers and Limitations

Savills Studley has not assessed or evaluated any compliance with or deficiencies related to the Americans with Disabilities Act ("ADA"). In preparing the Study, Savills Studley has relied on the sufficiency, accuracy and completeness of all information provided by DMS (including third party assessments and studies) related to ADA compliance and deficiencies, and Savills Studley has not supplemented, validated or verified the same. Accordingly, Savills Studley disclaims any responsibility for any ADA-related information in the Study (including cost estimates) or related conclusions or recommendations.



Appendix L: Glossary

Acronym	Definition
ADA	Americans with Disabilities Act
AG	Attorney General
AHCA	Agency for Health Care Administration
AI	Artificial Intelligence
APD	Agency for Persons with Disabilities
AST	Agency for State Technology
BAS	Building Automation System
BOMA	Building Owners and Managers Association
BOT	Board of Trustees
CBD	Core Business District
CCOC	Capital Center Office Complex
CIO	Chief Information Officer
COT	City of Tallahassee
DACS	Department of Agriculture and Consumer Services
DBPR	Department of Business and Professional Regulation
DCF	Department of Children and Families
DEA	Department of Elder Affairs
DEM	Division of Emergency Management



Acronym	Definition
DEO	Department of Economic Opportunity
DEP	Department of Environmental Protection
DFS	Department of Financial Services
DLA	Department of Legal Affairs
DMA	Department of Military Affairs
DMS	The Department of Management Services
DOC	Department of Corrections
DOE	Department of Education
DOH	Department of Health
DOR	Department of Revenue
DOS	Department of State
FDOT	Florida Department of Transportation
DRI	Development of Regional Impact
EOG	Executive Office of the Governor
EMS	Energy Management System
FAMU	Florida Agriculture and Mechanical University
FCO	Fixed Capital Outlay
FCOR	Florida Commission on Offender Review
FDLE	Florida Department of Law Enforcement
FDVA	Florida Department of Veterans' Affairs



Acronym	Definition
FSU	Florida State University
FTE	Full-Time Employee
FWCC	Fish and Wildlife Conversation Commission
FY	Fiscal Year
GSF	Gross Square Footage
HSMV	Florida Department of Highway Safety and Motor Vehicles
IRP	International Registration Plan
ITB	Invitation to Bid
ITN	Invitation to Negotiate
LEGIS	The Legislature
LEED	Leadership in Energy and Environment Design
MEP	Mechanical, electrical, and plumbing
NAV	Not Available
NSA	Non-State Agency
NWFWMD	Northwest Florida Water Management District
O&M	Operations & Maintenance
OPCON	Operations Control
OSCA	Office of State Courts Administrator
P3	Public-Private-Partnership
PSC	Public Service Commission



Acronym	Definition
QSP	Quote submittal packages
REDM	Real Estate Development and Management
RFI	Request for Information
RFP	Request for Proposal
ROI	Return on investment
RSF	Rentable Square Footage
RSN	Request for Space Need
SAW	Space Allocation Worksheet
SBA	State Board of Administration
SEMP	State Energy Management Plan
SOLARIS	State Owned Lands and Records Information System
TCC	Tallahassee Community College
TDM	Transportation demand management


**Leon County
Board of County Commissioners**

Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

May 9, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: FY 2016/17 Commissioner Discussion Items Semi-Annual Status Report

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

Statement of Issue:

This agenda item seeks the Board's acceptance of the semi-annual status report on the FY 2016-2017 Commissioner Discussion Items from previous Board meetings.

Fiscal Impact:

This item has no fiscal impact to the County

Staff Recommendation:

Option #1: Accept the Semi Annual FY 2016/17 Commissioner Discussion Items status report (Attachment #1).

Report and Discussion

Background:

At each regularly scheduled Board meeting, Commissioners have the opportunity, under Commissioners' Discussion time, to make requests and/or inquiries of staff. If staff action is requested, Board approval is required. The County Administrator, as well as the County Attorney, then makes staff assignments, respectively. The status of such items is then tracked by Administration and reported to the Board semiannually. The County Administrator utilizes the status reports as a management tool to ensure the appropriate actions are taken in response to Board direction.

Analysis:

For the period of October 1, 2016 – March 31, 2017, other than Proclamations, a total of 16 items were generated as a result of Board discussion (Attachment #1). Three were derived from discussion at the December 2016 Board Retreat. The remaining items were sourced from discussion during routine Board of County Commission meetings.

The number of tasks completed is 16; with 5 items In Progress; and, 1 item is considered Ongoing.

As shown in Attachment #1, at the May 10, 2016 the Board requested an agenda item regarding the potential for the consolidation of animal services between the City and County. Currently, the Consolidated Dispatch Agency (CDA) is evaluating having Animal Control officers dispatched centrally from the CDA; the officers are currently being dispatched by the County and City departments directly. In addition, staff has pursued working with the City to evaluate the overall consolidation of animal control and/or animal shelter operations. Several preliminary meetings with City staff were conducted to discuss this matter. In addition to considering consolidation, the County also suggested the possibility of an Animal Control mutual aid agreement as an alternative approach. However, at this point in time, City staff has indicated that the City has other higher priorities it is focused on and is unable to commit the resources to discuss this issue further with the County. Of course, County staff indicated that we are always open to the discussion in the future when the City is able to commit the resources.

Options:

1. Accept the Semi Annual FY 2016/17 Commissioner Discussion Items Status Report (Attachment #1).
2. Accept the Semi Annual FY 2016/17 Commissioner Discussion Items Status Report, with modifications.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. FY 2016/17 Commissioner Discussion Items Semi Annual Status Report

**FY 2016/2017
Commissioner Discussion Items
Status Report
October 1, 2016 – March 31, 2017**

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
January 27, 2015	BOCC (Dec '14 Retreat)	Provide support to Commissioner Desloge's NACO presidency, including the three-day delegate meeting planned for Tallahassee in December 2016.	County Administration - Shington Lamy	Ongoing. <i>Staff will continue to provide support.</i>
June 9	Dozier	Motion: Requested permission to work with staff, in Washington, D.C., and Office of Economic Vitality to develop a proposal to submit an application to host the Americas Competitiveness Exchange.	Office of Economic Vitality/ Tourism - Cristina Paredes	Done. <i>Application approved to host ACE 8 in December 2017 along with 5 other North/Central Florida communities.</i>
May 10, 2016	Desloge	Requested an agenda item updating the Board on the potential for consolidation of animal services between the City and County.	County Administration/Office of Public Safety - Wanda Hunter / Chad Abrams	Done. <i>Status report in BOCC Discussion Item Report, Agenda Item on May 9, 2017</i>
	Lindley	Motion: Add to Animal Control Enforcement proposed ordinance: Authorizing an alternative to the monetary civil penalties through community service hours for both the defendants with outstanding balances and future violators.	County Administration/Office of Public Safety - Wanda Hunter / Chad Abrams	Done. <i>Public hearing held and ordinance adopted on December 13, 2016. Agenda Item #33</i>
July 12	Dozier	Motion: Directed staff to facilitate a process that would allow data sharing between criminal justice agencies and the Adult Civil Citation Network with staff providing a status report to the Board	County Administration – Wanda Hunter / Teresa Broxton	Done. <i>Status report on December 13, 2016 Agenda, Item # 24</i>
September 13	Lindley	Motion: Requested an agenda item on possible rebate or voucher program for tree removal.	County Administration – Andrew Johnson / Heather Peeples	Done. <i>Item addressed in the Hurricane Hermine After Action Report in the December 13, 2016 Workshop.</i>
October 25	Desloge	Requested staff bring back analysis on the potential tax revenue if the EFA's properties were included on the tax rolls	Office of Financial Stewardship – Scott Ross	Done. <i>Memo sent to the Commissioners from the County Administrator on November 7, 2016</i>
	Desloge	Requested a formal position letter requesting that the EFA liquidates its property, be sent to the EFA Director	Staff: County Attorney – Herb Thiele	Done: <i>Letter sent to EFA Chairman Nov. 2, 2016</i>
	Dozier	Motion to direct staff to bring back an agenda item on the potential for neighborhoods in need of fire hydrants to fund a portion of the installation costs.	Public Works – Tony Park	In Progress: <i>Anticipated to be included in June Budget Workshop</i>

**FY 2016/2017
Commissioner Discussion Items
Status Report
October 1, 2016 – March 31, 2017**

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
November 22	Maddox	Motion to schedule a Workshop in February on the impacts of the passage of the Medical Marijuana Amendment	County Attorney – Herb Thiele	Done. <i>Workshop Feb. 7, 2017 at 12:00 p.m.</i>
December 13, 2016	Maddox	Directed staff to provide a status report in 90 days regarding federal lobbying services.	County Administration – Andy Johnson	Done. <i>Agenda Item #15 February 7, 2017</i>
	Dozier	Motion directing staff to bring back a status report on WastePro.	Public Works – Tony Park / Robert Mills	Done. <i>Included in April 25, 2017 Budget Workshop Item #8.</i>
	Dozier	Motion directing staff to prepare an agenda item on permitting costs and times.	DSEM – David McDevitt	Done. <i>Agenda Item #14 January 24, 2017</i>
	Proctor	Requested signage at the Woodville Jaguars home field recognizing them as the Southeast Regional Champions.	Office of Resource Stewardship – Maggie Theriot / Leigh Davis	Done. <i>Announced at February 7, 2017 BOCC Meeting</i>
January 24, 2017	December 12 Board Retreat	Prepare a status report on the Woodville Hwy/ Capital Circle construction project, including pedestrian & vehicular safety improvements	<i>P.L.A.C.E. / Public Works – Ben Pingree / Tony Park</i>	<i>In Progress:</i> <i>Agenda Item for May 9, 2017</i>
		Provide a status report on existing & potential mentoring opportunities for County employees	Human Resources / HSCP – Candice Wilson / Shington Lamy	Done. <i>Agenda Item #10 March 7, 2017</i>
		Prepare an agenda item on the national opioid epidemic including an analysis of existing public education initiatives	County Admin / HSCP / IDA– Wanda Hunter / Shington Lamy / Teresa Broxton	<i>In Progress:</i> <i>Anticipated for June 20, 2017 Agenda</i>
February 7	Desloge	Requested that the County Attorney draft a letter to the Killearn HOA regarding the County’s role in the Comprehensive Plan Amendment Cycle	County Attorney – Herb Thiele	Done. <i>Letter provided to the Chairman and Commissioners for their use in responding to inquiries about County’s role in this matter on Feb. 7, 2017</i>
	Dozier	Requested a meeting convene of regional nonprofit partners to discuss ways to address possible decreases in available federal funding for health and human services.	County Administration / HSCP – Andy Johnson	Done: <i>Community Roundtable Discussion held April 11, 2017</i>

**FY 2016/2017
Commissioner Discussion Items
Status Report
October 1, 2016 – March 31, 2017**

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
February 7 (cont.)	Maddox	Directed staff to request additional information from the City, State, and/or CRA regarding the Big Bend Cares facility worksite to be provided to the Board.	County Administrator: Vincent S. Long	Done. <i>Received email response from Roxanne Manning, Executive Director of the CRA, on February 9, 2017.</i>
	Proctor	Directed staff to prepare a report on mental health services available in Leon County for distribution to the public.	IDA / CMR / HSCP – Teresa Broxton / Mathieu Cavell / Shington Lamy	<i>In Progress: Agenda item for May 9, 2017</i>
March 7	Desloge	Directed staff to bring back a status report on the history and application of Leon County’s Human Rights Ordinance.	County Attorney – Herb Thiele	<i>In Progress: Agenda Item for May 9, 2017</i>
April 4	Dozier	Make a copy of the Florida Counties Foundation (FCF) County Government Manual available at the County Library.	County Administration / Library: Andy Johnson / Cay Hohmeister	
	Dozier	Directed staff to bring back a status report on the Apalachee Regional Planning Council’s proposed foreign trade zone and the possible economic impacts.	PLACE / OEV: Ben Pingree / Al Latimer	
	Dozer	Motion to direct staff to coordinate with CRA and City staff to develop a process for evaluating projects eligible for TDT funds for the next CRA meeting on May 25, 2017.	County Administration: Ken Morris	

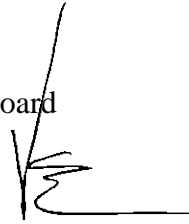
**Leon County
Board of County Commissioners**

Notes for Agenda Item #15

Leon County Board of County Commissioners

Agenda Item #15

May 9, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Status Report on Woodville Highway Roadway Improvement Projects

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:	Tony Park, P.E., Director, Public Works

Statement of Issue:

This item provides the Board a status report on Woodville Highway roadway projects, including pedestrian and vehicular safety improvements.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the Status Report on Woodville Highway roadway improvement projects.

Report and Discussion

Background:

During the December 12, 2016 Board Retreat, the Board directed staff to prepare a status report on Woodville Highway roadway projects, including pedestrian and vehicular safety improvements. This analysis provides information on the planned improvements to Woodville Highway, north of Capital Circle, as part of the Blueprint 2020 Southside Gateway Enrichment project funded by the 20-year extension of the penny sales tax, and an ongoing traffic and safety study in the Woodville community by the Florida Department of Transportation (FDOT).

Analysis:

As one of the 27 infrastructure projects to be funded through the 2020 Sales Tax Extension, the Southside Gateway Enrichment will improve the capacity and safety of Woodville Highway for all users. The existing two lane road will be widened to four lanes from south of Paul Russell Road to north of the intersection with Capital Circle Southeast. Intersection enhancements at Capital Circle and Woodville Highway were completed in 2010 as part of the Capital Circle Southeast Blueprint 2000 project, and as such, no additional improvements are planned for this intersection as part of the Woodville Highway project.

Project Design and Improvements

Enhancements for bicyclists and pedestrians will include on-street bicycle lanes, sidewalks, and the realignment of the St. Marks Historic Rail Trail. Specifically, the design changes and functional improvements of this project will result in a safer and more usable regional roadway and trail corridor for all users. As part of the widening from two to four lanes, landscaped medians will be constructed throughout the corridor. These medians will provide separation between the travel lanes and improve access management for residents and businesses along the corridor.

Safety for people riding bikes will be greatly improved by the addition of seven-foot-wide buffered bike lanes to both sides of the roadway south of Gaile Avenue, providing 3.4 miles of new on-street bicycle facilities. North of Gaile Avenue to Paul Russell Road, the existing bike lanes will be widened to seven-foot-wide buffered bike lanes. These on-street bike lanes provide additional space, or a buffer, between vehicles and cyclists. Pedestrian improvements include the construction of a new five-foot sidewalk along the eastern side of Woodville Highway, which adds an additional 1.7 miles of facilities to the sidewalk network. To accommodate the additional lanes and bicycle/pedestrian facilities, the road will be widened to the west. This shift will necessitate the reconstruction of the St. Marks Trail, which will be expanded through this project to 12 feet wide. The widened trail will continue to be separated from the road by a planting strip.

Five stormwater facilities and the construction of a closed storm sewer system will ensure the safe conveyance of stormwater throughout the corridor. These facilities will improve safety for vehicle drivers by quickly removing rainwater from the roadway during a storm event and abating hazardous conditions which contribute to accidents. The stormwater conveyance system will also minimize erosion and ensure that stormwater does not flow onto the properties of residents and business owners along the corridor.

Planned improvements for the Southside Gateway project include operational changes to improve traffic flow at the Four Points Intersection of Crawfordville Road, Gaile Avenue, Tram Road, and Woodville Highway. Additional turn lanes will be added to these roadways, and other improvements include the extension of Tram Road to connect Crawfordville Road to Woodville Highway, as well as the addition of seven-foot-wide buffered bike lanes to all four roadways. New sidewalks to be constructed as part of the project include a six-foot sidewalk on the north side of Gaile Avenue between Crawfordville Road and Woodville Highway and on both sides of the Tram Road Extension between Crawfordville Road and Woodville Highway, adding 0.3 miles of new sidewalk to the local network.

Project Implementation

As a result of continued coordination, Blueprint has been able to partner with the Capital Region Transportation Planning Agency (CRTPA) and FDOT to make progress on the Woodville Highway improvements as part of the Southside Gateway Enrichment project prior to the receipt of sales tax funding in 2020. At the time of voter approval of the sales tax extension, the design of this project was underway through FDOT. Since that time, Blueprint has worked with FDOT to ensure the project meets the goals of the Southside Gateway project to the greatest extent possible. At the June 20, 2016 meeting, the Blueprint Intergovernmental Agency Board authorized Blueprint to enter into a Joint Partnership Agreement with FDOT that provides the opportunity to meet the goals of the Southside Gateway project by leveraging outside funding sources to further the project implementation without incurring additional debt.

Design was completed in November 2016, and the current FDOT Five-Year Work Program indicates right-of-way acquisition beginning in FY2018. Between 2018 and 2020, a total of \$10 million has been identified for right-of-way acquisition. Construction funding for Woodville Highway has not yet been identified by FDOT; however, it is identified as the #1 priority project for the Capital Region within the current Regional Mobility Plan Project Priority List. If construction funding is identified by FDOT, a significant portion of the 2020 Blueprint project will be completed as part of the FDOT and CRTPA project. Staff will continue to provide project updates as information is made available through the Blueprint Intergovernmental Agency.

Woodville Highway Traffic / Safety Study

During Fall 2016, staff requested FDOT conduct a traffic/safety study of Woodville Highway from the Wakulla County line to the intersection of Old Woodville Highway, and the intersection of Woodville Highway and Natural Bridge Road. On April 6, 2017, FDOT provided staff a preliminary copy of the study for the section of Old Woodville Highway. Staff provided FDOT additional information on April 7, 2017 and requested that FDOT also perform an on-site review. Additionally, staff requested that the intersection review of Woodville Highway and Natural Bridge Road be incorporated into the overall study of Woodville Highway.

On April 20, 2017, staff met with representatives from FDOT on-site in Woodville. At that time, it became apparent the ongoing study is limited due to the scope and that a more in-depth safety study needed to be completed. FDOT advised that a Roadway Safety Audit (RSA) would provide a more in-depth review from a safety aspect. The RSA, which is solely funded by FHWA, requires pre-approval from FHWA. There are FHWA funds currently set aside for

unforeseen circumstances that FDOT can use to begin review of crash and other associated data for the RSA while FHWA is processing the approval request. FDOT expects to have FHWA approval by June 1, 2017, at which time it would take an estimated eight to ten weeks (end of July or mid-August) to complete the Woodville Highway RSA. Staff will keep the Board apprised of the results and key findings upon final notification from FDOT.

Options:

1. Accept the Status Report on Woodville Highway roadway improvement projects.
2. Do not accept the Status Report on Woodville Highway roadway improvement projects.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #16

Leon County Board of County Commissioners

Agenda Item #16

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Update on Upcoming Disaster-Related Community Engagement, Preparedness Events, and Public Information Campaigns

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Mathieu Cavell, Assistant to the County Administrator
Lead Staff/ Project Team:	Kevin Peters, Emergency Management Director Britney Smith, Public Information and Communications Manager

Statement of Issue:

This agenda item updates the Board on upcoming activities of Leon County Emergency Management related to disaster preparedness, emergency communication, hurricane exercises and training, and other emergency management efforts.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the update on upcoming emergency management preparedness activities and efforts.

Report and Discussion

Background:

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

On January 24, 2017, the Board approved the return of the day-to-day oversight of Leon County Emergency Management under the Board and reporting to the County Administrator. Upon returning Emergency Management to Leon County, the County Administrator aligned Emergency Management with Community and Media Relations so as to further enhance communication and coordination prior to, during, and after a disaster. The aligned and optimized function now called Community Relations and Resilience focuses on informing and preparing the public, building resilience throughout the community, and coordinating a multi-agency response to any disaster or hazard.

On March 7, 2017, the Board approved the resolution and budget amendment requests to create the E-911 and Emergency Management operating budgets. At that time, the Board also authorized the County Administrator to execute all Emergency Management grant documents necessary to transfer the current Emergency Management Grants from the Leon County Sheriff's Office to Leon County.

The activities and public information efforts within this agenda item support the following FY2017-FY2021 Strategic Initiative that the Board approved at the January 24, 2017 meeting:

- (G1, G3) Alongside community partners, engage citizens of diverse backgrounds, education, and age on issues that matter most to them through the Citizen Engagement Series and Club of Honest Citizens (2016-36).

This Strategic Initiative aligns with the Board's Governance Strategic Priorities:

- (G1) Sustain a culture of transparency, accessibility, accountability, civility and the highest standards of public service
- (G3) Sustain a culture that respects, engages and empowers citizens in important decision facing the community

Analysis:

Disasters do not check calendars before damaging people and property. However, June signifies the kickoff of hurricane season, and due to the increased public awareness, Leon County Emergency Management has prepared several weeks of disaster preparedness activities and programs in late May and early June.

The newly aligned Community Relations and Resilience combines public information and emergency management expertise in order to enhance year-round readiness, response, and recovery efforts. To further strengthen Leon County for all disasters and emergencies, the upcoming preparedness series features community engagement events, public information campaigns, internal multi-agency training exercises, and media partner engagement. These disaster-related efforts of Community Relations and Resilience will result in the Board receiving up-to-the-minute emergency information and updates, as well as new and innovative technologies and interactive events to build a better prepared and resilient community.

A brief description of each program activity in late May and June can be found below:

Presentation to the Board of County Commissioners on Emergency Management Disaster Preparation and Planning

On the Board's regularly scheduled meeting on May 23, 2017, the Emergency Management Director will present an update to the Board on the Hurricane Hermine After-Action Report recommendations and other operational enhancements. As presented in the March 7, 2017 agenda item, the Emergency Management Director will continue to provide an annual operations update to the Board prior to hurricane season. In addition to updating the Board, the presentation will serve as the first in a series of other Emergency Management activities and program outlined below.

Citizen Engagement Series: Prepare Now. When Disaster Strikes, It's Too Late to Plan.

On Wednesday, May 24, 2017, Leon County will host a new topic in the nationally-recognized Citizen Engagement Series. Entitled "Prepare Now. When Disaster Strikes, It's Too Late to Plan," the event will focus on building community preparedness and resilience to manmade and natural disasters. Leon County will convene nonprofit partners, preparedness experts, Emergency Management staff, and other community members to discuss various topics such as disaster preparedness, emergency communication, and the importance of having an evacuation plan. The event will also demonstrate activity in the Emergency Operations Center and the role public safety agencies fill during any hazard or disaster.

Hurricane Season Kickoff

Thursday, June 1, 2017 marks the kickoff of hurricane season. 97 percent of Atlantic tropical cyclone activity occurs between June 1 and November 30, with the most active month being September. To promote disaster preparedness, County staff convenes a press conference with representatives from local government, area emergency management and other emergency response agencies. The press conference serves as an opportunity to promote disaster preparedness as well as the third annual Build Your Bucket event, described in greater detail below.

Leon County Mobile Application Launch – Citizens Connect

As part of the upcoming disaster preparedness events, Leon County will launch an upgraded version of the Citizens Connect mobile application. During Hurricane Hermine response and recovery efforts, citizens used mobile devices such as tablets and smartphones to access critical emergency updates on Leon County's Emergency Information Portal. Following Hurricane

Hermine, staff created a plan to overhaul the existing Leon County Citizens Connect mobile application to better integrate the technology with the Emergency Information Portal. Not only will emergency information be more readily available in the mobile application, but the technology will allow staff to send timely push notifications about severe weather and other critical disaster services.

2017 Disaster Survival Guide Distribution

Sunday, June 4, 2017, Leon County will distribute the 2017 Disaster Survival Guide, which features preparedness checklists, hazard information, nonprofit community partners, and public information resources. This year the guide will specifically highlight the Leon County Citizens Connect mobile application and also the relationship with WFSU radio for timely updates during a disaster. Following the Hurricane Hermine community listening sessions, staff recognized the importance of having a dedicated on air radio presence and the 2017 Disaster Survival Guide will serve as the official launch of WFSU as the single source of County emergency information. The Disaster Survival Guide will be distributed in the Tallahassee Democrat, at Southside faith-based locations, by the American Red Cross, and at Leon County facilities such as libraries and community centers.

Multi-Agency Hurricane Exercise in the Emergency Operations Center

During the week of June 5, Leon County will conduct a Multi-Agency Hurricane Exercise to test the abilities and capacity of a joint response and recovery effort of County, City, and nonprofit partners. The exercise, facilitated by nationally recognized faculty at Florida State University's Center for Disaster Risk Policy, will test the implementation of various enhancements and improvements following Hurricane Hermine, including digital mission tasking, joint information processes, and other operational upgrades.

Build Your Bucket Community Preparedness Event

On Saturday, June 3, 2017, Leon County, the City of Tallahassee, and the American Red Cross will host the third annual Build Your Bucket community event at The Pavilion in the Centre of Tallahassee mall. Now the area's largest single day promoting disaster preparedness, Build Your Bucket encourages attendees to develop a disaster plan to stay where they are and safely shelter in place for no less than 72 hours following any emergency or hazard. Last year more than 600 attendees received buckets, supplies, and information from area nonprofits about how to keep themselves and their families safe. This year, staff anticipates more than 1,000 attendees and even greater agency participation from around the region.

Could We Be Next? Workshop – San Bernadino and Orlando

Held on Thursday, June 15, 2017 by the Big Bend Healthcare Coalition in conjunction with Leon County Government and others, the Could We Be Next? Workshop is an interdisciplinary event that features prominent speakers from both the San Bernadino and Orlando terrorist attacks. Speakers include prominent physicians, law enforcement personnel, and local government officials who were the first to respond to the scene. The workshop will better prepare Leon County first responders, emergency management staff, and nonprofit agencies to respond and recover from mass shootings.

These Leon County Emergency Management projects and events will further enhance the County's disaster preparedness, planning, and resilience in response to all hazards. The County knows that disaster preparedness is a community effort and staff will continue to engage and inform citizens throughout the year.

Options:

1. Accept the update on upcoming emergency management preparedness activities and efforts.
2. Do not accept the update on upcoming emergency management preparedness activities and efforts.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #17

Leon County Board of County Commissioners

Agenda Item #17

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Herbert W. A. Thiele, County Attorney

Title: Status Report on Human Rights Ordinance

Review and Approval:	Herbert W. A. Thiele, County Attorney
Department/ Division Review:	Patrick T. Kinni, Deputy County Attorney
Lead Staff/ Project Team:	Dan Rigo, Assistant County Attorney

Statement of Issue:

This agenda item presents a status report to the Board addressing various issues that have arisen with regard to the Human Rights Ordinance, and updates the Board on how the Ordinance has been utilized in discrimination claims since its adoption in May 2010. It also includes an explanation of how the Ordinance addresses a claim of sexual harassment.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept Status Report.

Report and Discussion

Background:

This agenda item addresses various issues that have arisen as a result of a recent employment discrimination lawsuit that has challenged the constitutionality of the County's Human Rights Ordinance (the "Ordinance") adopted in May 2010 and codified in Chapter 9, of the Leon County Code of Laws (Attachment #1). In addition, it updates the Board on how the Ordinance has been utilized in discrimination claims since its adoption. It also includes an explanation of how the Human Rights Ordinance addresses a claim of sexual harassment.

In October 2016, an employment discrimination lawsuit was filed in Leon County Circuit Court seeking to enforce the Human Rights Ordinance. The original Complaint, captioned as *Sarah Bohentin v. CESC, Inc., et al*; Case No. 2016 CA 002411 ("Bohentin"), was amended in January 2017 to include additional claims. In Count I of the First Amended Complaint, the Plaintiff makes a claim for sexual harassment against her former employer, alleging that the Defendants' termination of her was *quid pro quo* sexual harassment in violation of the Ordinance. She seeks a Judgment for actual damages, back pay, attorney's fees, interests, and costs, punitive damages, and any other relief as the Court deems appropriate including, but not limited to, compensatory damages and front pay.

The Defendants filed a Motion to Dismiss the Count I sexual harassment claim, arguing that the Ordinance unconstitutionally conflicts with the Florida Civil Rights Act, Chapter 760, Part I, Florida Statutes and Title VII of the U.S. Civil Rights Act of 1964. The Defendants argue that the Ordinance conflicts with state and federal law because it does not provide for a required pre-suit administrative conciliation procedure and it allows for uncapped punitive damages.

Pursuant to Florida law, which requires the County to be made a party to any proceeding concerning the validity of a County ordinance, the Court suggested to the Defendants to file a Third-Party Complaint against the County seeking a Declaratory Judgment if they wished to challenge the validity of the Ordinance. The County was served with the Third-Party Complaint on March 27, 2017 and then timely filed its Answer and Affirmative Defenses. It is anticipated that the parties will soon be filing Cross-Motions for Summary Judgment and requesting the Court to schedule a hearing to consider the parties' positions and resolve the matter by Summary Judgment.

In addition to the Bohentin lawsuit, the County Attorney's Office is aware of only two other lawsuits seeking to enforce the Human Rights Ordinance. The first of these lawsuits was an employment discrimination claim filed in Leon County Circuit Court in November 2010, captioned as *Lee B. Johnson v. Eubanks, Barrett, Fasig, and Brooks, PLLC*, Case No. 2010 CA 3746 ("Johnson"). The Plaintiff alleged that his termination was the result of racial discrimination and was seeking a Judgment for declaratory and injunctive relief, compensatory and punitive damages, and the imposition of fines, costs, and attorney's fees. The Defendant filed a Motion to Dismiss the Complaint based on the Plaintiff's failure to properly serve the Complaint, failure to refer to the correct section of the Ordinance, and failure to otherwise sufficiently allege the nature of his claim. The matter was eventually dismissed in March 2012 upon the parties' Joint Stipulation for Dismissal.

The second lawsuit was another employment discrimination claim filed in Leon County Circuit Court in August 2011 and then subsequently removed to the U. S. District Court, captioned as *Lisa Randolph v. Family Network on Disabilities of Florida, Inc.*, Case No. 4:11cv00555-RS-WCS (“Randolph”). In Count III of the Complaint, the Plaintiff made a claim against her former employer for sexual orientation discrimination pursuant to the Ordinance. She alleged that, because of her sexual orientation as a heterosexual, she was a victim of disparate treatment and harassment which eventually led to her termination. The Plaintiff was seeking a Judgment for declaratory and injunctive relief, damages, attorney’s fees and costs, and such other relief as being just and proper under the circumstances. The Defendant filed a Motion to Dismiss Count III based on the fact that the Plaintiff had failed to file the Complaint within one year after the discriminatory act was alleged to have been committed, as required in the Ordinance. The Court granted the Motion to Dismiss, agreeing with the Defendant’s “statute of limitations” argument, and the matter was then amicably resolved between the parties. The case was subsequently dismissed by Order of the Court in April 2012.

It is important to note the Plaintiff’s argument in the Randolph matter in defense of the Defendant’s statute of limitations argument. The Plaintiff’s position was that the one-year statute of limitations in the Ordinance was in conflict with the four-year statute of limitations provided for such civil actions in Section 95.11(3)(f), Florida Statutes, and was preempted by state law. The Court disagreed and ruled that the Ordinance does not conflict with the Florida Statutes because it is possible to comply with both provisions without violating either one. Furthermore, unlike the Defendants’ claim against the County in the Bohentin matter, the Court ruled that the Ordinance and the statute can coexist and, as such, there is no preemption.

The dockets of the County Circuit Court and the U.S. District Court were further researched in an effort to identify additional discrimination lawsuits involving the Human Rights Ordinance. Unfortunately, the Clerks of Court do not index their cases in such a way to be able to search the dockets for discrimination lawsuits filed specifically to enforce the Ordinance. Although there may have been other such lawsuits filed, the Bohentin, Johnson, and Randolph matters are the only ones of which the County Attorney’s Office is aware.

Analysis:

The Human Rights Ordinance was adopted by the Board in May 2010 after a joint effort by County staff and representatives of the Board’s Human Relations Advisory Committee (“HRAC”) that began in July 2009. The Ordinance was based in part on those of other Florida counties and cities that had expanded the classes of individuals protected against discrimination to specifically include sexual orientation and gender identity. The HRAC presented its report and a preliminary draft ordinance to the Board in March 23, 2010, and a public hearing was scheduled for May 11, 2010 to consider a revised draft ordinance prepared by a workgroup composed of staff from the County Administrator and County Attorney offices along with two HRAC members (Attachment #2). As reflected in the official minutes of the public hearing (Attachment #3), the Board considered the comments of 106 speakers, 85 of which spoke in favor of the Ordinance, and adopted the Ordinance with a 5-2 vote.

The Defendants' constitutional challenge in the Bohentin matter is limited to two issues in the Ordinance: (i) the lack of an administrative process required before commencing a lawsuit, and (ii) the allowance for a court to award punitive damages in an unlimited, or uncapped, amount. Those issues are addressed in the Ordinance at Section 9-4, Private Cause of Action; Remedies, as follows:

- (a) An aggrieved individual may, under this Chapter, commence a civil action in a court of competent jurisdiction against the person alleged to have committed a discriminatory practice; provided, however, that such civil action must be filed no later than one (1) year after the discriminatory practice is alleged to have been committed.
- (b) If, in a civil action commenced under this Chapter, the court finds that a discriminatory practice has been committed or is about to be committed, the court may issue an order prohibiting the discriminatory practice and providing affirmative relief from the effects of the discriminatory practice including, but not limited to, a temporary or permanent injunction or other equitable relief, a temporary restraining order, an award of actual damages, including back pay, punitive damages, an award of reasonable attorney's fees, interest, and costs, or other such relief as the court deems appropriate.

As provided in Sec. 9-4(a), an aggrieved individual (defined as one who claims to have been injured by a discriminatory practice) can proceed directly to the commencement of a civil action without first having to complete an administrative process. Furthermore, Sec. 9-4(b) allows for a court in such a civil action to award punitive damages in any amount the court deems appropriate. In their Third-Party Complaint, the Defendants claim that the Florida Civil Rights Act, Chapter 760, Part I, Florida Statutes ("FCRA"), contains a "pervasive regulatory scheme" regarding the pre-suit procedures required and the damages available in employment discrimination cases. Specifically, the Defendants argue that the FCRA requires an aggrieved person to file an administrative charge with a government agency (either the Florida Commission on Human Relations or its federal counterpart, the U.S. Equal Employment Opportunity Commission). The government must then investigate the charge before a lawsuit can be filed. In addition, the FCRA specifically limits, or caps, punitive damages at \$100,000. The Defendants argue that as a result of this pervasive regulatory scheme, the FCRA impliedly preempts those conflicting provisions contained in Secs. 9-4(a) and (b) of the Ordinance.

The County Attorney disagrees with the Defendants' position that there is such an implied preemption in the FCRA. Based on the language in the FCRA, the process provided in the FCRA is not the sole mandatory remedy for a person aggrieved by a discriminatory practice. The FCRA process is optional, thereby allowing a person to look to a local law, such as the Human Rights Ordinance, to seek recourse for a same or similar discriminatory practice that may be addressed in such local law. Furthermore, with regard to an award of punitive damages in a civil action involving the Ordinance, a court would be required to follow the statutory scheme provided in Section 768.73, Florida Statutes, which provides for the limitations, or caps, on an award of punitive damages in all civil actions (Attachment #4). The following sections address these two issues in more detail.

Lack of Administrative Process

At the time of adoption of the Ordinance, Leon County's Human Rights Ordinance was the only such local ordinance in Florida without a pre-suit administrative process prerequisite to filing a lawsuit. Since its adoption, however, Orange County has adopted a human rights ordinance almost identical to that of Leon County's, and Monroe County has amended its human rights ordinance to remove the pre-suit administrative process.

The preliminary draft ordinance presented to the Board by the HRAC included a rudimentary administrative process involving an optional initial filing of a complaint with the County Administrator, followed by an internal review of the complaint to determine if a discriminatory practice had occurred. However, the administrative review process was not a prerequisite to the filing of a civil action. The HRAC's preliminary draft ordinance clearly provided that an allegation of discrimination could be filed directly with the court without first having to exhaust the administrative process. The administrative process was removed entirely from the final draft of the Ordinance out of concern for having the County Administrator involved as the arbitrator and for the fiscal impact such a process may have on the County.

As reflected in the public hearing minutes (Attachment #3), the concern for a lack of an administrative process was brought to the Board's attention by Commissioner Dailey. His motion to postpone the adoption of the Ordinance to allow time to add an administrative process was seconded and discussed by the Board. The motion was replaced by a substitute motion by Commissioner Proctor to adopt the Ordinance as presented, asserting that discrimination cases should be argued before the courts and not be handled through an administrative process. After further discussion, Commissioner Dailey withdrew his motion, and the Ordinance was adopted with a 5-2 vote.

The County Attorney's position is that the Ordinance is constitutionally valid without an administrative process, and it is not in conflict or otherwise preempted by the FCRA. However, the Board, at its discretion, may amend the Ordinance to add an administrative process in one of the many forms used by other jurisdictions throughout the state.

Uncapped Punitive Damages

In most, if not all, of the human right ordinances adopted throughout the state, the provision for an award of punitive damages, without limitations or caps, is included within those sections applicable to the filing of a civil action. Leon County followed this norm by providing for such punitive damages in its Ordinance. As previously mentioned, it is the County Attorney's position that any Florida court decision determining an award of punitive damages in a civil action involving a local human rights ordinance will be subject to the limitations provided in Section 768.73, Florida Statutes (Attachment #4). The \$100,000 cap on punitive damages provided in the FCRA is allowable only because the legislature specifically exempted the FCRA from the punitive damages provisions in Florida Statutes, Sections 768.72 (regarding the process of pleading punitive damages) and 768.73 (regarding limitations on the amount of punitive damages). Absent such a legislative exemption, those statutory provisions apply to any civil action including an action to enforce a discrimination practice pursuant to a local ordinance.

In the Bohentin lawsuit, for example, the Defendants filed a Motion to Dismiss the Plaintiff's punitive damages claim, arguing that she had not followed the Section 768.72 statutory process in pleading her claim for punitive damages. The Court agreed and granted the Motion to Dismiss, without prejudice to amend her claim, ruling that Section 768.72 was applicable to a claim involving the Ordinance. Likewise, the County Attorney's position is that the companion Section 768.73 would also be applicable to limit the amount of a punitive damages award as provided in the statute.

Given the applicability of the punitive damages limitations in Section 768.73 to any civil action, it is the County Attorney's position that the Board does not have the discretion to amend the Human Rights Ordinance to provide a limitation, or cap, similar to that in the FCRA. Only the legislature can exempt those statutory limitations. Any attempt by the Board to place similar punitive damages limits in its Ordinance would be in conflict with the statute and, therefore, would be preempted. Furthermore, even if the Board amended the Ordinance to remove any reference to punitive damages, an aggrieved individual would not be prohibited from seeking punitive damages, in accordance with statutory provisions in Sections 768.72 and 768.73, in a civil action to enforce the Ordinance.

Sexual Harassment in the Ordinance

The Board also directed that this status report include an explanation of how the Human Rights Ordinance addresses a claim of sexual harassment. The term "sexual harassment" is not defined or otherwise specifically included as a discriminatory practice. The Ordinance does, however, in Section 9-27(a) include as an unlawful employment practice the discriminatory practice for an employer to:

- (1) Fail or refuse to hire, discharge, promote, or otherwise discriminate against an individual with respect to compensation or the terms, conditions, or privileges of employment because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation; or
- (2) Limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation. (emphasis added.)

The courts have universally held that sexual harassment is now recognized as employment discrimination within the meaning of Title VII and the FCRA, and that when a supervisor sexually harasses a subordinate because of the subordinate's sex, that supervisor discriminates on the basis of sex. In the Bohentin matter, the Plaintiff's Count I claim under the Ordinance is categorized as *quid pro quo* sexual harassment, which occurs when submission to sexual conduct is made a condition of concrete employment benefits. *Henson v. City of Dundee*, 682 F.2d 897, 908 (11th Cir.1982). *Accord* 29 C.F.R. § 1604.11(a)(1-2) (1986).

In reviewing the human rights ordinances throughout the state, several were found to specifically define sexual harassment and include it as a discriminatory practice. Monroe County, for example addresses it as follows:

Sexual harassment means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

No employer, employee, agent of an employer, employment agency, or labor organization shall engage in sexual harassment. An employer shall be liable for sexual harassment by nonemployees or nonmanagerial and nonsupervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

The Board's Workplace Harassment Policy in Section 2.02 of the Human Resources Policies and Procedures addresses sexual harassment within its general definition of harassment, as follows:

For purposes of this policy, harassment consists of unsolicited, offensive, or retaliatory behavior based on race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, or sexual orientation, genetic information, or an employee's exercise of their constitutional or statutory rights. Sexual harassment consists of unsolicited, offensive behavior involving sexual overtures or conduct, either verbal or physical. Neither harassment nor sexual harassment refers to occasional comments of a socially acceptable nature to a reasonable person. Harassment refers to behavior that is not welcome, that is personally offensive, that lowers morale, and that, therefore, interferes with the work environment. (Emphasis added.)

The Board, at its discretion, may amend the Human Rights Ordinance to add a similar definition of sexual harassment and to specifically address sexual harassment as a discriminatory practice.

Options:

1. Accept Status Report.
2. Do not accept Status Report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Human Rights Ordinance, Chapter 9, Articles I – IV, Leon County Code of Laws
2. Public Hearing Agenda Request; May 11, 2010; Conduct First and Only Public Hearing Amending Chapter 9 of the Code of Laws of Leon County Regarding Human Rights (Note: the attachments that are not relevant to issues addressed in this agenda item have been intentionally omitted)
3. Minutes from Public Hearing, May 11, 2010
4. Section 768.73, Florida Statutes (2016)

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ARTICLE I. - IN GENERAL

Sec. 9-1. - Declaration of findings and policy.

The board hereby makes the following findings and declares it to be the policy of the board that:

- (1) It is a matter of concern to the board to protect and safeguard the right and opportunity of all individuals to be free from all forms of discrimination, including discrimination based on age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation; and that the board's purpose in enacting this chapter is to promote the public health and welfare of all individuals who live in, visit, and work in Leon County; and that it is important to ensure that all individuals within Leon County have equal access to employment, housing, and public accommodations; and
- (2) It is the desire of the board to foster and encourage the growth and development of Leon County in a manner that will ensure all individuals an equal opportunity to live free of discrimination imposed by age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation; and that discriminatory practices are contrary to the public policy of Leon County and are a menace to the public health and welfare of our citizens and, as such, the board shall direct its efforts toward eliminating discriminatory practices within Leon County in the areas of employment, housing, and public accommodations where they exist; and
- (3) The general purpose of this chapter is to secure for all individuals within Leon County freedom from discrimination because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation, and thereby to protect their interest in personal dignity, to make Leon County secure against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within Leon County, and, in an effort to accomplish this purpose, to create a private cause of action available to all individuals in Leon County against such discriminatory practices.

(Ord. No. 10-15, § 1, 5-11-10)

Sec. 9-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or a different meaning is given under another article of this chapter:

Age shall mean chronological age greater than or equal to 18 years.

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Aggrieved individual shall mean any individual who claims to have been injured by a discriminatory practice.

Board shall mean the Leon County Board of County Commissioners.

Disability, with respect to an individual, shall mean (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual; (ii) a record of impairment that substantially limits one or more of the major life activities of such individual; (iii) being regarded as having an impairment that substantially limits one or more of the major life activities of such individual; or (iv) having a developmental disability as defined in F.S. (2009) § 393.063(9), or as such section may thereafter be amended.

Discriminatory practice shall mean any practice or act made unlawful or which is otherwise prohibited by this chapter.

Familial status shall mean an individual's status established when such individual who has not attained the age of 18 years is domiciled with (i) a parent or other individual having legal custody of such individual; or (ii) a designee of a parent or other individual having legal custody, with the written permission of such parent or other individual.

Gender is used interchangeably with sex and shall mean actual or perceived sex.

Gender identity or expression shall mean a gender-related identity, appearance, expression, or behavior of an individual, regardless of an individual's assigned sex at birth.

Marital status shall mean an individual's status of being married, separated, or unmarried including being single, divorced, or widowed.

National origin shall mean the national origin of an ancestor or the country of origin of an individual's forebears, naturally, by marriage, or by adoption.

Person shall mean and include an individual, association, corporation, joint apprenticeship committee, joint stock company, labor organization, legal representative, mutual company, partnership, receiver, trust, fiduciary, trustee in bankruptcy, unincorporated organization or any other legal or commercial entity; provided, however, a person shall not mean or include any federal, state, or local government entity, or any agency or unit of such entities to which the absolute protection of sovereign immunity extends.

Religious organization shall include a religious corporation, association, or society.

Sexual orientation shall mean an individual's actual heterosexuality, homosexuality or bisexuality, or the perception that an individual is heterosexual, bisexual, or homosexual, or an individual's actual or perceived association with individuals who maintain such orientation.

(Ord. No. 10-15, § 1, 5-11-10)

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Sec. 9-3. - General discriminatory practices.

In addition to those discriminatory practices made unlawful by this chapter, the following discriminatory practices shall be unlawful:

- (1) It shall be unlawful for a person to retaliate or discriminate in any manner against an individual because such individual opposed a practice prohibited by this chapter or prohibited by existing federal or state law prohibiting discrimination; or to retaliate or discriminate in any manner against an individual because such individual has filed a complaint, testified, assisted or participated in any manner in any investigation, proceedings, hearing or conference under this chapter or under any federal or state law prohibiting discrimination.
- (2) It shall be unlawful to coerce, intimidate, threaten or interfere with any individual in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this chapter.

(Ord. No. 10-15, § 1, 5-11-10)

Sec. 9-4. - Private cause of action; remedies.

- (a) An aggrieved individual may, under this chapter, commence a civil action in a court of competent jurisdiction against the person alleged to have committed a discriminatory practice; provided, however, that such civil action must be filed no later than one year after the discriminatory practice is alleged to have been committed.
- (b) If, in a civil action commenced under this chapter, the court finds that a discriminatory practice has been committed or is about to be committed, the court may issue an order prohibiting the discriminatory practice and providing affirmative relief from the effects of the discriminatory practice including, but not limited to, a temporary or permanent injunction or other equitable relief, a temporary restraining order, an award of actual damages, including back pay, punitive damages, an award of reasonable attorney's fees, interest, and costs, or other such relief as the court deems appropriate.
- (c) With regard to attorney's fees, sanctions for raising unsupported claims or defenses, service of motions, and damages for delay of litigation, F.S. (2009) § 57.105, or as such section may thereafter be amended, is hereby adopted as follows:
 - (1) In any civil action commenced under this chapter, upon the court's initiative or motion of any party, the court shall award a reasonable attorney's fee to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time

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during a civil proceeding or action in which the court finds that the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial:

- a. Was not supported by the material facts necessary to establish the claim or defense; or
- b. Would not be supported by the application of then-existing law to those material facts.

However, the losing party's attorney is not personally responsible if he or she has acted in good faith, based on the representations of his or her client as to the existence of those material facts. If the court awards attorney's fees to a claimant pursuant to this subsection, the court shall also award prejudgment interest.

- (2) Paragraph (1)b. does not apply if the court determines that the claim or defense was initially presented to the court as a good faith argument for the extension, modification, or reversal of existing law or the establishment of new law, as it applied to the material facts, with a reasonable expectation of success.
- (3) At any time in any civil proceeding or action in which the moving party proves by a preponderance of the evidence that any action taken by the opposing party, including, but not limited to, the filing of any pleading or part thereof, the assertion of or response to any discovery demand, the assertion of any claim or defense, or the response to any request by any other party, was taken primarily for the purpose of unreasonable delay, the court shall award damages to the moving party for its reasonable expenses incurred in obtaining the order, which may include attorney's fees, and other loss resulting from the improper delay.
- (4) A motion by a party seeking sanctions under this section must be served but may not be filed with or presented to the court unless, within 21 days after service of the motion, the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected.
- (5) In administrative proceedings under F.S. (2009) ch. 120, or as such chapter may thereafter be amended, an administrative law judge shall award a reasonable attorney's fee and damages to be paid to the prevailing party in equal amounts by the losing party and a losing party's attorney or qualified representative in the same manner and upon the same basis as provided in subsections (1)—(4). Such award shall be a final order subject to judicial review pursuant to F.S. (2009) § 120.68, or as such section may thereafter be amended. If the losing party is an agency as defined in F.S. (2009) § 120.52(1), or as such section may thereafter be amended, the award to the prevailing party shall be against and paid by the agency. A voluntary dismissal by a nonprevailing party does not divest the administrative law judge of jurisdiction to make the award described in this subsection.
- (6) The provisions of this section are supplemental to other sanctions or remedies available under law or under court rules.

(Ord. No. 10-15, § 1, 5-11-10)

Sec. 9-5. - Sovereign immunity; no waiver of rights or remedies at law.

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- (a) Pursuant to Article X, Section 13, Florida Constitution, nothing in this chapter shall be deemed to be a provision for bringing suit against the state or otherwise be deemed to be a waiver of sovereign immunity.
 - (b) Nothing in this chapter shall be construed to prohibit any sovereignly immune entity from adopting its own internal policies and rules to prohibit discriminatory practices and acts and to resolve allegations or complaints of such discriminatory practices and acts to the extent allowed by law.
 - (c) Nothing in this chapter shall be deemed to modify, impair, or otherwise affect any other right or remedy conferred by the constitution or laws of the United States or the State of Florida, and the provisions of this chapter shall be deemed to be in addition to those provided by such other laws.
- (Ord. No. 10-15, § 1, 5-11-10)

Secs. 9-6—9-24. - Reserved.

ARTICLE II. - EMPLOYMENT DISCRIMINATION

Sec. 9-25. - Generally.

- (a) The general purpose of this article is to secure for all individuals within Leon County the freedom from discrimination because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation in connection with employment, and thereby to promote the interests, rights and privileges of individuals within Leon County.
- (b) Nothing in this article shall be construed to limit an employer, employment agency or labor organization from taking adverse action against an individual because of a charge of harassment against that individual, provided that rules and policies on harassment, including when adverse action is taken, are designed for, and uniformly applied to, all individuals regardless of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (c) Nothing in this article shall be construed to establish a discriminatory practice based on sex or gender due to the denial of access to rest rooms, shower rooms and similar facilities which are by their nature simply private, provided that the employer, employment agency or labor organization provides reasonable access to adequate facilities that are not inconsistent with the employee's sex or gender as established with the employer, employment agency or labor organization at the time of employment or upon written notification to the employer, employment agency or labor organization that the employee has undergone or is undergoing sex or gender transition, whichever is later.
- (d) Nothing in this article shall be construed to require the construction of new or additional facilities.
- (e)

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Nothing in this article shall prohibit an employer, employment agency or labor organization from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of federal, state, or local law, provided that the employer, employment agency or labor organization permits any employee who has undergone sex or gender transition prior to the time of employment, and any employee who has provided written notification to the employer, employment agency or labor organization that the employee has undergone or is undergoing sex or gender transition after the time of employment, to adhere to the same dress or grooming standards for the sex or gender to which the employee has transitioned or is transitioning.

- (f) Nothing in this article shall be construed to require an employer, employment agency or labor organization to treat an unmarried couple in the same manner as the employer, employment agency or labor organization treats a married couple for the purposes of employee benefits; provided, however, that nothing in this article shall be construed to prohibit an employer, employment agency or labor organization from adopting its own internal policies and rules to treat an unmarried couple in the same manner as the employer, employment agency or labor organization treats a married couple.
- (g) Nothing in this article shall be construed to repeal or modify any federal, state, or local law creating a special right or preference concerning employment for a veteran.

(Ord. No. 10-15, § 2, 5-11-10)

Sec. 9-26. - Definitions.

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

Compensation and terms, conditions, or privileges of employment are used interchangeably and shall encompass all employee benefits, including such benefits provided pursuant to a bona fide employee benefit plan.

Employee shall mean an individual employed by an employer.

Employer shall mean any person who has five or more employees for each working day in each of four or more calendar weeks in the current or preceding calendar year, and any such agent of such a person.

Employment agency shall mean any person regularly undertaking, with or without compensation, to procure employees for an employer or to procure for employees opportunities to work for an employer, and includes an agent of such a person.

Labor organization shall mean any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or other mutual aid or protection in connection with employment.

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Religion shall include all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that he is unable to reasonably accommodate to an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.

(Ord. No. 10-15, § 2, 5-11-10)

Sec. 9-27. - Unlawful employment practices.

- (a) It shall be a discriminatory practice for an employer to:
 - (1) Fail or refuse to hire, discharge, promote, or otherwise discriminate against an individual with respect to compensation or the terms, conditions, or privileges of employment because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation; or
 - (2) Limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (b) It shall be a discriminatory practice for an employment agency to:
 - (1) Fail or refuse to refer for employment or otherwise discriminate against an individual on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation;
 - (2) Classify or refer for employment an individual on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation; or
 - (3) Cause, assist, or attempt to cause or assist an employer to violate any provision of this article.
- (c) It shall be a discriminatory practice for a labor organization to:
 - (1) Exclude or to expel from membership or otherwise discriminate against any individual on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation;
 - (2) Limit, segregate, or classify membership or applicants for membership, or to classify or to fail or refuse to refer an individual for employment in a way which would deprive or tend to deprive, limit, or adversely affect an individual's employment opportunities on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation; or
 - (3) Cause, assist, or attempt to cause or assist an employer to violate any provision of this article.
- (d)

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It shall be a discriminatory practice for an employer, employment agency, labor organization, or a training committee associated with an employer, employment agency, or labor organization to discriminate against an individual on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation in a training program providing apprenticeship or other training.

- (e) It shall be a discriminatory practice for an employer, employment agency, or labor organization to publish an advertisement relating to employment, indicating a preference, limitation, specification, or discrimination on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (f) Except as permitted and required by regulations of Leon County, or by applicable federal or state law, it shall be a discriminatory practice for an employer, employment agency, or labor organization to elicit information about an employee's age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation, or to keep or disclose a record of such information for the purposes of effecting discrimination.

(Ord. No. 10-15, § 2, 5-11-10)

Sec. 9-28. - Exemptions.

- (a) This article shall not apply to a corporation, association, educational institution, or society that is exempt from the religious discrimination provisions of title VII of the Civil Rights Acts of 1964 pursuant to section 702(a) of such Act (42 U.S.C. 2000e-1(a)), or as such section may hereafter be amended. For purposes of this subsection, such corporations, associations, educational institutions, or societies shall include religious corporations, associations, educational institutions, or societies which condition opportunities in the area of employment to members of that religious corporation, association, educational institution, or society or to persons who subscribe to its tenants or beliefs.
- (b) Notwithstanding any other provision of this article, it shall not be a discriminatory practice under this article for a school, college, university, or other educational institution or institution of learning to hire and employ individuals of a particular religion if such school, college, university, or other educational institution or institution of learning is, in whole or in substantial part, owned, supported, controlled, or managed by a particular religion or by a particular religious corporation, association, or society, or if the curriculum of such school, college, university, or other educational institution or institution of learning is directed toward the propagation of a particular religion.
- (c) Notwithstanding any other provision of this article, it shall not be a discriminatory practice under this article for an employer, employment agency, labor or organization to:
 - (1) Take or fail to take any action on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation in those certain instances in which age, race, color, religion, national origin, ancestry,

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absence of a particular disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation is a bona fide occupational qualification reasonably necessary for the performance of the particular employment to which such action or inaction is related.

- (2) Observe the terms of a bona fide seniority system, a bona fide employee benefit plan such as a retirement, pension, or insurance plan, or a system which measures earnings by quantity or quality of production, which is not designed, intended, or used to evade the purposes of this article. However, no such employee benefit plan or system which measures earnings shall excuse the failure to hire, and no such seniority system, employee benefit plan, or system which measures earnings shall excuse the involuntary retirement of, any individual on the basis of any factor not related to the ability of such individual to perform the particular employment for which such individual has applied or in which such individual is engaged. This subsection (2) shall not be construed to make unlawful the rejection or termination of employment when the individual applicant or employee has failed to meet bona fide requirements for the job or position sought or held or to require any changes in any bona fide retirement or pension programs or existing collective bargaining agreements during the life of the contract, or for two years after October 1, 1981, whichever occurs first, nor shall this article preclude such physical and medical examinations of applicants and employees as an employer may require of applicants and employees to determine fitness for the job or position sought or held.
- (3) Give and act upon the results of any professionally developed or validated ability test, provided that such test, its administration, or action upon the results, is not designed, intended, or used to discriminate because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (4) Take or fail to take any action on the basis of age, pursuant to law or regulation governing any employment or training program designed to benefit individuals of a particular age group.
- (5) Take or fail to take any action on the basis of marital status if that status is prohibited under its antinepotism policy.

(Ord. No. 10-15, § 2, 5-11-10)

Secs. 9-29—9-39. - Reserved.

ARTICLE III. - EQUAL ACCESS TO PLACES OF PUBLIC ACCOMMODATIONS

Sec. 9-40. - Generally.

The general purpose of this article is to secure for all individuals within Leon County the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation, as defined in this article, without discrimination because of age, race, color, religion,

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national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation, and thereby to promote the interests, rights and privileges of all individuals within Leon County.

(Ord. No. 10-15, § 3, 5-11-10)

Sec. 9-41. - Definitions.

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

Operator shall mean and include any owner, lessee, proprietor, manager, superintendent, agent, or occupant of a place of accommodation or an employee or independent contractor of any such person.

Public accommodation shall mean a place of public accommodation owned or operated by a person including, but not limited to, lodgings, facilities principally engaged in selling food for consumption on the premises, gasoline stations, places of exhibition or entertainment, and other covered establishments. Each of the following establishments owned or operated by a person and which serve the public is a place of public accommodation within the meaning of this section:

- (1) Any inn, hotel, motel, resort or other establishment which provides lodging to transient guests, other than an establishment located within a building which contains not more than four rooms for rent or hire and which is actually occupied by the proprietor of such establishment as his or her residence.
- (2) Any restaurant, cafeteria, lunchroom, lunch counter, soda fountain, buffet or other facility principally engaged in selling food for consumption on the premises, including, but not limited to, any such facility located on the premises of any retail establishment, or any gasoline station.
- (3) Any tavern, bar, liquor lounge, package store or other facility holding a license for the sale of alcoholic beverages issued by the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation of the state, and which serves or which holds itself out as serving the general public.
- (4) Any pool or billiard hall, bowling alley, motion picture house, theater, concert hall, sports arena, stadium, place of amusement, skating rink, amusement park, golf courses, swimming pool, or other place of exhibition or entertainment.
- (5) Any gasoline station, retail establishment, convenience store, beauty parlor, barbershop, styling salon, or laundries.
- (6) Facilities, or portions of facilities, when open to the general public, including but not limited to: hospitals, nurseries, schools, libraries or educational facilities supported in part or whole by public funds, kindergartens, daycare centers.
- (7)

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Any transportation conveyance open to the general public, including but not limited to: taxis, limousines, trains, and buses.

- (8) Any professional office generally open to the public, such as those of attorneys, physicians, dentists, architects, or accountants.
- (9) Any establishment which is physically located within the premises of any establishment otherwise covered by this section, or within the premises of which is physically located any such covered establishment, and which holds itself out as serving patrons of such covered establishment.

(Ord. No. 10-15, § 3, 5-11-10)

Sec. 9-42. - Prohibition of discrimination in public accommodations.

- (a) It is a violation of this article for a person who owns or operates a place of public accommodation, whether personally or through the actions of an employee or independent contractor, to deny or refuse to another individual the full and equal enjoyment of the facilities and services of any place of public accommodation on the basis of that individual's age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (b) It is a violation of this article for a person who owns or operates a place of public accommodation, either personally or through the actions of an employee or independent contractor, to display or publish any written communication which is to the effect that any of the facilities and/or services of a place of public accommodation will be denied to any individual or that any such individual is unwelcome, objectionable or unacceptable because of that individual's age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.

(Ord. No. 10-15, § 3, 5-11-10)

Sec. 9-43. - Exemptions.

- (a) The provisions of this article shall not apply to lodge halls or other similar facilities of private organizations which are made available for public use occasionally or periodically.
- (b) The provisions of this article shall not prohibit a religious organization or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization from limiting the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation which it owns or operates, other than for a commercial purpose, to individuals of the same religion, or to individuals who subscribe to its tenets or beliefs, or from giving preference to such individuals.
- (c)

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The provisions of this article relating to public accommodations do not prohibit discrimination on the basis of sex or gender in rest rooms, shower rooms, bathhouses, and similar facilities which are by their nature simply private, or dormitory lodging facilities.

- (d) The provisions of this article shall not apply to any private club or other establishment which is not, in fact, open to the public, except to the extent that the goods, services, facilities, privileges, advantages, or accommodations of the establishment are made available to the customers or patrons of another establishment which is a place of public accommodation. However, any institution, club, or place of accommodation which has more than 400 members, provides regular meal service and regularly receives payment for dues, fees, use of space, facilities, services, meals or beverages, directly or indirectly, from or on behalf of nonmembers for the furtherance of the trade or business, shall not receive an exemption as a private club under this subdivision.
- (e) The provisions of this article shall not be construed as prohibiting the giving of special discounts on goods and services by a place of public accommodation, provided such goods or services, at other than such special discount rates, are not denied, to individuals on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation, unless such denial is pursuant to the laws of the United States, State of Florida, or local government.

(Ord. No. 10-15, § 3, 5-11-10)

Secs. 9-44—9-49. - Reserved.

ARTICLE IV. - FAIR HOUSING

Sec. 9-50. - Generally.

The general purpose of this article is to promote through fair, orderly, and lawful procedure the opportunity for each individual so desiring to obtain housing of such individual's choice in Leon County without regard to age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation, and, to that end, to prohibit discrimination in housing by any person.

(Ord. No. 10-15, § 4, 5-11-10)

Sec. 9-51. - Definitions.

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

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Covered multifamily dwelling shall mean (i) a building which consists of four or more units and has an elevator; or (ii) the ground floor units of a building which consists of four or more units and does not have an elevator.

Dwelling shall mean any building or structure, or portion thereof, which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location on the land of any such building or structure, or portion thereof.

Family shall include a single individual.

FCHR shall mean the Florida Commission on Human Relations or any of its successor organizations.

To rent shall include to lease, to sublease, to let, and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

(Ord. No. 10-15, § 4, 5-11-10)

Sec. 9-52. - Discrimination in the sale or rental of housing and other prohibited practices.

- (a) It shall be unlawful to refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for the sale or rental of, or otherwise to make unavailable or deny a dwelling to any individual because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (b) It shall be unlawful to discriminate against any individual in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation. Prohibited actions under this subsection include, but are not limited to:
 - (1) Using different provisions in leases or contracts of sale, such as those relating to rental charges, security deposits and the terms of a lease and those relating to down payment and closing requirements, because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
 - (2) Failing or delaying maintenance or repairs of sale or rental dwellings because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
 - (3) Failing to process an offer for the sale or rental of a dwelling or to communicate an offer accurately because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
 - (4)

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Limiting the use of privileges, services or facilities associated with a dwelling because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation of an owner, tenant or a person associated with him or her.

- (5) Denying or limiting services or facilities in connection with the sale or rental of a dwelling, because an individual failed or refused to provide sexual favors.
- (c) It shall be unlawful to make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation, or an intention to make any such preference, limitation, or discrimination. The prohibitions in this subsection shall apply to all written or oral notices or statements by a person engaged in the sale or rental of a dwelling. Written notices and statements include any applications, flyers, brochures, deeds, signs, banners, posters, billboards or any documents used with respect to the sale or rental of a dwelling. Discriminatory notices, statements and advertisements include, but are not limited to:
- (1) Using words, phrases, photographs, illustrations, symbols or forms which convey that dwellings are available or not available to a particular group of individuals because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
 - (2) Expressing to agents, brokers, employees, prospective sellers or renters or any other individuals a preference for or limitation on any purchaser or renter because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation of such individuals.
 - (3) Selecting media or locations for advertising the sale or rental of dwellings which deny particular segments of the housing market information about housing opportunities because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
 - (4) Refusing to publish advertising for the sale or rental of dwellings or requiring different charges or terms for such advertising because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (d) It shall be unlawful to represent to any individual because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.
- (e) It shall be unlawful, for profit, to induce or attempt to induce any individual to sell or rent any dwelling by a representation regarding the entry or prospective entry into the neighborhood of an individual or individuals of a particular age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.

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- (f) It shall be unlawful, because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation, to restrict or attempt to restrict the choices of an individual by word or conduct in connection with seeking, negotiating for, buying or renting a dwelling so as to perpetuate, or tend to perpetuate, segregated housing patterns, or to discourage or obstruct choices in a community, neighborhood or development. Prohibited actions under this subsection that are generally referred to as unlawful steering practices include, but are not limited to:
- (1) Discouraging any individual from inspecting, purchasing or renting a dwelling because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or because of the age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation of individuals in a community, neighborhood or development.
 - (2) Discouraging the purchase or rental of a dwelling because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation, by exaggerating drawbacks or failing to inform any individual of desirable features of a dwelling or of a community, neighborhood, or development.
 - (3) Communicating to any prospective purchaser that he or she would not be comfortable or compatible with existing residents of a community, neighborhood or development because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
 - (4) Assigning any individual to a particular section of a community, neighborhood or development, or to a particular floor of a building, because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (g) It shall be unlawful, because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation, to engage in any conduct relating to the provision of housing or of services and facilities in connection therewith that otherwise makes unavailable or denies dwellings to individuals. Prohibited activities relating to dwellings under this subsection include, but are not limited to:
- (1) Discharging or taking other adverse action against an employee, broker or agent because he or she refused to participate in a discriminatory housing practice.
 - (2) Employing codes or other devices to segregate or reject applicants, purchasers or renters, refusing to take or to show listings of dwellings in certain areas because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation, or refusing to deal with certain brokers or agents because they or one or more of their clients are of a particular age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
 - (3)

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- Denying or delaying the processing of an application made by a purchaser or renter or refusing to approve such an individual for occupancy in a cooperative or condominium dwelling because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (4) Refusing to provide municipal services or property or hazard insurance for dwellings or providing such services or insurance differently because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (h) The protections afforded under this article against discrimination on the basis of familial status apply to any individual who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.
- (i) It shall be unlawful to discriminate in the sale or rental of, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of (i) that buyer or renter; (ii) an individual residing in or intending to reside in that dwelling after it is sold, rented, or made available; or (iii) any person associated with the buyer or renter.
- (j) It shall be unlawful to discriminate against any individual in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of (i) that buyer or renter; (ii) an individual residing in or intending to reside in that dwelling after it is sold, rented, or made available; or (iii) any individual associated with the buyer or renter.
- (k) For purposes of subsections (i) and (j), discrimination includes:
- (1) A refusal to permit, at the expense of the disabled individual, reasonable modifications of existing premises occupied or to be occupied by such individual if such modifications may be necessary to afford such individual full enjoyment of the premises; or
 - (2) A refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such individual equal opportunity to use and enjoy a dwelling.
- (1) Covered multifamily dwellings as defined herein which are intended for first occupancy after March 13, 1991, shall be designed and constructed to have at least one building entrance on an accessible route unless it is impractical to do so because of the terrain or unusual characteristics of the site as determined by FCHR rule. Such buildings shall also be designed and constructed in such a manner that:
- (1) The public use and common use portions of such dwellings are readily accessible to and usable by disabled individuals.
 - (2) All doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by an individual in a wheelchair.
 - (3) All premises within such dwellings contain the following features of adaptive design:
 - a. An accessible route into and through the dwelling.

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- b. Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.
 - c. Reinforcements in bathroom walls to allow later installation of grab bars.
 - d. Usable kitchens and bathrooms such that a person in a wheelchair can maneuver about the space.
- (4) For purposes of subsection (3), compliance with the appropriate requirements of the American National Standards Institute for buildings and facilities providing accessibility and usability for physically handicapped people, commonly cited as ANSI A117.1-1986, or as such standards may thereafter be amended, suffices to satisfy the requirements therein.
- (5) State agencies with building construction regulation responsibility or local governments, as appropriate, shall review the plans and specifications for the construction of covered multifamily dwellings to determine consistency with the requirements of subsection (1).

(Ord. No. 10-15, § 4, 5-11-10)

Sec. 9-53. - Discrimination in the provision of brokerage services.

It shall be unlawful to deny any individual access to, or membership or participation in, any multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him or her in the terms or conditions of such access, membership, or participation, on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.

(Ord. No. 10-15, § 4, 5-11-10)

Sec. 9-54. - Discrimination in the financing of housing or in residential real estate transactions.

- (a) It shall be unlawful for any bank, building and loan association, insurance company, or other corporation, association, firm, or enterprise the business of which consists in whole or in part of the making of commercial real estate loans to deny a loan or other financial assistance to an individual applying for the loan for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling, or to discriminate against him or her in the fixing of the amount, interest rate, duration, or other term or condition of such loan or other financial assistance, because of the age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation of such individual or of any individual associated with him or her in connection with such loan or other financial assistance or the purposes of such loan or other financial assistance, or because of the age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation of the present or prospective owners, lessees, tenants, or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given.

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(b) Residential real estate transactions.

- (1) It shall be unlawful for any person or entity whose business includes engaging in residential real estate transactions to discriminate against any individual in making available such a transaction, or in the terms or conditions of such a transaction, because of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (2) As used in this subsection, the term "residential real estate transaction" means any of the following:
 - a. The making or purchasing of loans or providing other financial assistance (i) for purchasing, constructing, improving, repairing, or maintaining a dwelling; or (ii) secured by residential real estate.
 - b. The selling, brokering, or appraising of residential real property.

(Ord. No. 10-15, § 4, 5-11-10)

Sec. 9-55. - Exemptions.

(a) Single-family and multifamily dwellings.

- (1) Nothing in this article applies to:
 - a. Any single-family house sold or rented by its owner, provided such private individual owner does not own more than three single-family houses at any one time. In the case of the sale of a single-family house by a private individual owner who does not reside in such house at the time of the sale or who was not the most recent resident of the house prior to the sale, the exemption granted by this subsection applies only with respect to one sale within any 24-month period. In addition, the bona fide private individual owner shall not own any interest in, nor shall there be owned or reserved on his or her behalf, under any express or voluntary agreement, title to, or any right to all or a portion of the proceeds from the sale or rental of, more than three single-family houses at any one time. The sale or rental of any single-family house shall be excepted from the application of this article only if the house is sold or rented:
 1. Without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate licensee or such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such licensee or person; and
 2. Without the publication, posting, or mailing, after notice, of any advertisement or written notice in violation of subsection 9-52(c).

Nothing in this provision prohibits the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as is necessary to perfect or transfer the title.

b.

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Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his or her residence.

- (2) For the purposes of subsection (1), a person is deemed to be in the business of selling or renting dwellings if the person:
 - a. Has, within the preceding 12 months, participated as principal in three or more transactions involving the sale or rental of any dwelling or interest therein;
 - b. Has, within the preceding 12 months, participated as agent, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or interest therein; or
 - c. Is the owner of any dwelling designed or intended for occupancy by, or occupied by, five or more families.
- (b) Nothing in this article prohibits a religious organization or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization from limiting the sale, rental, or occupancy of any dwelling which it owns or operates for other than a commercial purpose to individuals of the same religion or from giving preference to such individuals, unless membership in such religion is restricted on account of race, color, or national origin.
- (c) Nothing in this article prohibits a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial activity, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- (d) Nothing in this article requires any person renting or selling a dwelling constructed for first occupancy before March 13, 1991, to modify, alter, or adjust the dwelling in order to provide physical accessibility except as otherwise required by law.
- (e) Housing for older persons.
 - (1) Any provision of this article regarding age or familial status does not apply with respect to housing for older persons.
 - (2) Nothing in this subsection is intended to limit the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling.
 - (3) As used in this subsection, the term *housing for older persons* means housing:
 - a. Provided under any state or federal program that is determined by state or federal rule to be specifically designed and operated to assist elderly persons, as defined in the state or federal program;
 - b. Intended for, and solely occupied by, persons 62 years of age or older; or
 - c. Intended and operated for occupancy by persons 55 years of age or older.
 - (4)

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In order for housing to qualify as being intended and operated for occupancy by persons 55 years of age or older in accordance with subsection (3)c., such housing must meet the following requirements:

- a. The housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subsection. If the housing facility or community meets the requirements of subsection (5) and subsection b. and the recorded governing documents provide for an adult, senior, or retirement housing facility or community and the governing documents lack an amendatory procedure, prohibit amendments, or restrict amendments until a specified future date, then that housing facility or community shall be deemed housing for older persons intended and operated for occupancy by persons 55 years of age or older. If those documents further provide a prohibition against residents 16 years of age or younger, that provision shall be construed, for purposes of this article, to only apply to residents 18 years of age or younger, in order to conform with federal law requirements. Governing documents which can be amended at a future date must be amended and properly recorded within one year after that date to reflect the requirements for consideration as housing for older persons, if that housing facility or community intends to continue as housing for older persons.
 - b. The housing facility or community complies with rules made by the Secretary of the United States Department of Housing and Urban Development pursuant to 24 C.F.R. Part 100, or as that part may be thereafter amended, for verification of occupancy, which rules provide for verification by reliable surveys and affidavits and include examples of the types of policies and procedures relevant to a determination of compliance with the requirements of subsection a. such surveys and affidavits are admissible in administrative and judicial proceedings for the purposes of such verification.
- (5) In order for housing to qualify as being intended and operated for occupancy by persons 55 years of age or older in accordance with subsection (3)c., at least 80 percent of the occupied units shall be occupied by at least one person 55 years of age or older.
- a. For purposes of subsection (5), occupied unit means (i) a dwelling unit that is actually occupied by one or more persons on the date that the exemption is claimed; or (ii) a temporarily vacant unit, if the primary occupant has resided in the unit during the past year and intends to return on a periodic basis.
 - b. For purposes of subsection (5), occupied by at least one person 55 years of age or older means that on the date the exemption for housing designed for persons who are 55 years of age or older is claimed (i) at least one occupant of the dwelling unit is 55 years of age or older; or (ii) If the dwelling unit is temporarily vacant, at least one of the occupants immediately prior to the date on which the unit was temporarily vacated was 55 years of age or older.
 - c.

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Newly constructed housing for first occupancy after March 12, 1989 need not comply with the requirements of subsection (5) until at least 25 percent of the units are occupied. For purposes of this subsection c., newly constructed housing includes a facility or community that has been wholly unoccupied for at least 90 days prior to re-occupancy due to renovation or rehabilitation.

- d. Housing satisfies the requirements of subsection (5) even though:
 1. On September 13, 1988, under 80 percent of the occupied units in the housing facility or community were occupied by at least one person 55 years of age or older, provided that at least 80 percent of the units occupied by new occupants after September 13, 1988 are occupied by at least one person 55 years of age or older.
 2. There are unoccupied units, provided that at least 80 percent of the occupied units are occupied by at least one person 55 years of age or older.
 3. There are units occupied by employees of the housing facility or community (and family members residing in the same unit) who are under 55 years of age, provided the employees perform substantial duties related to the management or maintenance of the facility or community.
 4. There are units occupied by persons who are necessary to provide a reasonable accommodation to disabled residents and who are under the age of 55.
 5. For a period expiring one year from the effective date of 24 C.F.R. Part 100, Subpart E, there are insufficient units occupied by at least one person 55 years of age or older, but the housing facility or community, at the time the exemption is asserted (i) has reserved all unoccupied units for occupancy by at least one person 55 years of age or older until at least 80 percent of the units are occupied by at least one person who is 55 years of age or older; and (ii) meets the requirements of this subsection (5).
 - e. For purposes of the transition provision described in subsection d.5., a housing facility or community may not evict, refuse to renew leases, or otherwise penalize families with children who reside in the facility or community in order to achieve occupancy of at least 80 percent of the occupied units by at least one person 55 years of age or older.
 - f. Where application of the 80 percent rule results in a fraction of a unit, that unit shall be considered to be included in the units that must be occupied by at least one person 55 years of age or older.
 - g. Each housing facility or community may determine the age restriction, if any, for units that are not occupied by at least one person 55 years of age or older, so long as the housing facility or community complies with the provisions of subsection (6).
- (6) In order for housing to qualify as being intended and operated for occupancy by persons 55 years of age or older in accordance with subsection (3)c., it must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older.

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- a. For purposes of subsection (6), the following factors, among others, are considered relevant in determining whether the housing facility or community has complied with this requirement:
 1. The manner in which the housing facility or community is described to prospective residents;
 2. Any advertising designed to attract prospective residents;
 3. Lease provisions;
 4. Written rules, regulations, covenants, deed or other restrictions;
 5. The maintenance and consistent application of relevant procedures;
 6. Actual practices of the housing facility or community; and
 7. Public posting in common areas of statements describing the facility or community as housing for persons 55 years of age or older.
 - b. Phrases such as "adult living", "adult community", or similar statements in any written advertisement or prospectus are not consistent with the intent that the housing facility or community intends to operate as housing for persons 55 years of age or older.
 - c. If there is language in deed or other community or facility documents which is inconsistent with the intent to provide housing for persons who are 55 years of age or older housing, consideration shall be given to documented evidence of a good faith attempt to remove such language in determining whether the housing facility or community complies with the requirements of this section in conjunction with other evidence of intent.
 - d. A housing facility or community may allow occupancy by families with children as long as it meets the requirements of subsection (5) and subsection a.
- (7) In order for housing to qualify as being intended and operated for occupancy by persons 55 years of age or older in accordance with subsection (3)c., it must be able to produce, in response to a complaint filed under this article, verification of compliance with subsection (5) through reliable surveys and affidavits.
- a. For purposes of subsection (7), a facility or community shall, within 180 days of the effective date of this rule, develop procedures for routinely determining the occupancy of each unit, including the identification of whether at least one occupant of each unit is 55 years of age or older. Such procedures may be part of a normal leasing or purchasing arrangement.
 - b. The procedures described in subsection a must provide for regular updates, through surveys or other means, of the initial information supplied by the occupants of the housing facility or community. Such updates must take place at least once every two years. A survey may include information regarding whether any units are occupied by persons described in subsections (5)d.1., (5)d.3., and (5)d.4.
 - c. Any of the following documents are considered reliable documentation of the age of the occupants of the housing facility or community:
 1. Driver's license;

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2. Birth certificate;
 3. Passport;
 4. Immigration card;
 5. Military identification;
 6. Any other state, local, national, or international official documents containing a birth date of comparable reliability; or
 7. A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.
- d. A facility or community shall consider any one of the forms of verification identified above as adequate for verification of age, provided that it contains specific information about current age or date of birth.
 - e. The housing facility or community must establish and maintain appropriate policies to require that occupants comply with the age verification procedures required by this subsection (7).
 - f. If the occupants of a particular dwelling unit refuse to comply with the age verification procedures, the housing facility or community may, if it has sufficient evidence, consider the unit to be occupied by at least one person 55 years of age or older. Such evidence may include:
 1. Government records or documents, such as a local household census;
 2. Prior forms or applications; or
 3. A statement from an individual who has personal knowledge of the age of the occupants. The individual's statement must set forth the basis for such knowledge and be signed under the penalty of perjury.
 - g. Surveys and verification procedures which comply with the requirements of this subsection (7) shall be admissible in administrative and judicial proceedings for the purpose of verifying occupancy.
 - h. A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by any person.
- (8) Housing shall not fail to be considered housing for older persons if:
- a. An individual who resides in such housing on or after September 13, 1988, does not meet the age requirements of this subsection (e), provided that any new occupant meets such age requirements;
 - b. One or more units are unoccupied, provided that any unoccupied units are reserved for occupancy by individuals who meet the age requirements of this subsection (e); or
 - c. There are units occupied by employees of the housing (and family members residing in the same unit) who do not meet the age requirements of this subsection (e), provided they perform substantial duties directly related to the management or maintenance of the housing.

(9)

A person shall not be personally liable for monetary damages for a violation of this subsection (e) if such person reasonably relied in good faith on the application of the exemption under this subsection relating to housing for older persons.

- a. For purposes of this subsection (9), a person claiming the good faith belief defense must have actual knowledge that the housing facility or community has, through an authorized representative, asserted in writing that it qualifies for a housing for older person's exemption.
- b. Before the date on which the discrimination is claimed to have occurred, a community or facility, through its authorized representatives, must certify, in writing and under oath or affirmation, to the person subsequently claiming the defense that it complies with the requirements for such an exemption as housing for persons 55 years of age or older in order for such person to claim the defense.
- c. For purposes of this subsection (9), an authorized representative of a housing facility or community means the individual, committee, management company, owner, or other entity having the responsibility for adherence to the requirements established by this subsection (e).
- d. For purposes of this subsection (9), a person means a natural person.
- e. A person shall not be entitled to the good faith defense if the person has actual knowledge that the housing facility or community does not, or will not, qualify as housing for persons 55 years of age or older. Such a person will be ineligible for the good faith defense regardless of whether the person received the written assurance described in this subsection (9).

(10) A facility or community claiming an exemption under this subsection (e) shall register with the FCHR in accordance with F.S. (2009) § 760.29(4)(e), or as that section may thereafter be amended. The information provided to the FCHR will be available to the public in accordance with the provisions of F.S. (2009) § 760.29(4)(e), or as that section may thereafter be amended. The registration and documentation required by this subsection shall not substitute for proof of compliance with the requirements of this subsection. Failure to comply with the requirements of this subsection shall not disqualify a facility or community that otherwise qualifies for the exemption provided in this subsection.

(f) Nothing in this article:

- (1) Prohibits a person engaged in the business of furnishing appraisals of real property from taking into consideration factors other than age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- (2) Limits the applicability of any reasonable local restriction regarding the maximum number of occupants permitted to occupy a dwelling.
- (3) Requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- (4)

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Prohibits conduct against a individual because such individual has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined under F.S. (2009) ch. 893, or as that chapter may thereafter be amended.

(Ord. No. 10-15, § 4, 5-11-10)



**Board of County Commissioners
Leon County, Florida**

www.leoncountyfl.gov

**Agenda Item
Executive Summary**

May 11, 2010

Title:

Conduct First and Only Public Hearing Amending Chapter 9 of the Code of Laws of Leon County Regarding Human Rights

Staff:

Parwez Alam, County Administrator
Herb Thiele, County Attorney
Kim Dressel, Senior Assistant to the County Administrator

Issue Briefing:

Conduct the first and only public hearing to consider adoption of a proposed Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights (Attachment #1).

Fiscal Impact:

Adoption of the amended Human Rights Ordinance is anticipated to have limited fiscal impact to the County beyond staff costs associated with responding to questions concerning the Ordinance, assuming, as with any ordinance, it is not challenged in the Courts. There is anticipated to be a small increase in workload associated with staff training and the grievance resolution process if the Board adopts amendments to its personnel policies, as recommended in another agenda item on this meeting's agenda, which: (i) prohibit harassment and provide equal employment opportunity on the basis of gender identity or expression (such provisions currently exist for sexual orientation); and (ii) assure employees, who are in the process of gender transition, are provided reasonable access to private areas.

Staff Recommendations:

Option #1: Conduct first and only public hearing and adopt the Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights.

Title: Conduct First and Only Public Hearing Amending Chapter 9 of the Code of Laws of Leon County Regarding Human Rights.

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Report and Discussion

Background:

On July 14, 2009, the Board adopted Resolution No. 09-38 which established the Leon County Human Relations Advisory Committee (HRAC) "...for the purpose of serving as an advisory and public policy sounding board and to study nondiscrimination and other human relations issues in Leon County..." and with the stated goal "...to study nondiscrimination and other human relations issues in Leon County and to report back to the Board with recommendations as applicable."

HRAC's report and draft ordinance were presented to the Board during its March 23, 2010 meeting. The Board accepted HRAC's report and directed staff of the County Attorney's and County Administrator's offices to work with the HRAC Chairman, Jim VanRiper, and return with an amended, legally sufficient draft ordinance at the April 27, 2010 meeting. The Board further directed staff to schedule a public hearing on the ordinance for May 11, 2010. In addition to working with Jim VanRiper, at his request staff worked on certain aspects of the draft ordinance with Jeff Peters, a member of the HRAC and an attorney.

The amended Human Rights Ordinance was provided to the Board as part of its April 27, 2010 meeting. During the meeting, the Board directed staff to schedule the first and only public hearing to consider the adoption of a proposed Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights for Tuesday, May 11, 2010 at 6:00 p.m.

Analysis:

A summary of the proposed Ordinance is provided as Attachment #2. Analysis of the proposed Ordinance was provided to the Board on April 27, 2010, Agenda Item #21, "Request to Schedule the First and Only Public Hearing to Adopt a Proposed Ordinance Amending Chapter 9 of the Code of Laws of Leon County Regarding Human Rights for Tuesday, May 11, 2010 at 6:00 p.m." (Attachment #3).

Notice of the public hearing has been timely advertised pursuant to Section 163.3225, Florida Statutes (Attachment #4).

Not

Options:

1. Conduct first and only public hearing and adopt the Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights.
2. Conduct first and only public hearing and do not adopt the Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights.
3. Board Direction.

Recommendations:

Option #1.

Title: Conduct First and Only Public Hearing Amending Chapter 9 of the Code of Laws of Leon County Regarding Human Rights.

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Attachments:

1. Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights
2. Summary of Proposed Ordinance
3. April 27, 2010 Agenda Item #21, "Request to Schedule the First and Only Public Hearing to Adopt a Proposed Ordinance Amending Chapter 9 of the Code of Laws of Leon County Regarding Human Rights for Tuesday, May 11, 2010 at 6:00 p.m. (the proposed Ordinance, that was included as part of Agenda Item #21 on April 27, 2010, is not included as it is provided as Attachment #1 to this agenda item).
4. Notice of Public Hearing

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ORDINANCE NO. 10-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 9 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING HUMAN RIGHTS, BY ENACTING NEW SECTIONS TO ARTICLE I, IN GENERAL, PROVIDING FOR FINDINGS AND POLICY, DEFINITIONS, PROHIBITED ACTS, REMEDIES, AND NO WAIVER PROVISIONS; BY REPEALING ARTICLE II, FAIR HOUSING CODE AND ENACTING A NEW ARTICLE II, EMPLOYMENT DISCRIMINATION, PROVIDING FOR PURPOSE, DEFINITIONS, UNLAWFUL DISCRIMINATORY PRACTICES IN EMPLOYMENT, AND EXEMPTIONS; BY ENACTING A NEW ARTICLE III, EQUAL ACCESS TO PLACES OF PUBLIC ACCOMODATIONS, PROVIDING FOR PURPOSE, DEFINITIONS, PROHIBITED DISCRIMINATORY PRACTICES IN PUBLIC ACCOMODATIONS, AND EXEMPTIONS; BY ENACTING A NEW ARTICLE IV, FAIR HOUSING, PROVIDING FOR PURPOSE, DEFINITIONS, UNLAWFUL DISCRIMINATORY PRACTICES IN HOUSING, AND EXEMPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

28 WHEREAS, it is the intent of the Leon County Board of County Commissioners (the
29 "Board"), in enacting this Chapter, to protect and safeguard the right and opportunity of all
30 individuals to be free from all forms of discrimination, including discrimination based on age,
31 race, color, religion, national origin, ancestry, disability, marital status, familial status, sex,
32 gender, gender identity or expression, or sexual orientation; and

33 WHEREAS, the Board's purpose in enacting this Chapter is to promote the public health
34 and welfare of all individuals who live in, visit and work in Leon County, and it is important for
35 the Board to ensure that all individuals within Leon County have equal access to employment,
36 housing, and public accommodations; and

37 WHEREAS, it is the desire of the Board to foster and encourage the growth and
38 development of Leon County in a manner that will ensure all individuals an equal opportunity to
39 live free of discrimination imposed by age, race, color, religion, national origin, ancestry,
40 disability, marital status, familial status, sex, gender, gender identity or expression, or sexual
41 orientation; and

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1 WHEREAS, discriminatory practices are contrary to the public policy of the Board and
2 are a menace to the public health and welfare of the citizens of Leon County; and

3 WHEREAS, the Board desires to direct its efforts toward eliminating discriminatory
4 practices within Leon County in the areas of employment, housing, and public accommodations
5 where they exist; and

6 WHEREAS, the Board of County Commissioners desires to enact an ordinance amending
7 Chapter 9, Leon County Code of Laws, relating to Human Rights, which prohibits and makes
8 unlawful certain discriminatory practices in employment, public accommodations, and housing,
9 and which provides for a private cause of action for an individual aggrieved by such unlawful
10 discriminatory practices.

11 BE IT ORDAINED by the Board of County Commissioners of the County of Leon,
12 Florida, as follows, that:

13 **Section 1. GENERAL PROVISIONS.** The Code of Laws of Leon County, Florida, is
14 hereby amended at Chapter 9, Human Rights, by adding new sections to Article I, In General, to
15 be numbered Sec. 9-1 through Sec. 9-5, which sections are to read as follows:

16 Sec. 9-1. Declaration of Findings and Policy.

17 The Board hereby makes the following findings and declares it to be the policy of the
18 Board that:

19 (1) It is a matter of concern to the Board to protect and safeguard the right and
20 opportunity of all individuals to be free from all forms of discrimination,
21 including discrimination based on age, race, color, religion, national origin,
22 ancestry, disability, marital status, familial status, sex, gender, gender identity or
23 expression, or sexual orientation; and that the Board's purpose in enacting this
24 Chapter is to promote the public health and welfare of all individuals who live in,
25 visit, and work in Leon County; and that it is important to ensure that all
26 individuals within Leon County have equal access to employment, housing, and
27 public accommodations; and

28 (2) It is the desire of the Board to foster and encourage the growth and
29 development of Leon County in a manner that will ensure all individuals an equal
30 opportunity to live free of discrimination imposed by age, race, color, religion,
31 national origin, ancestry, disability, marital status, familial status, sex, gender,
32 gender identity or expression, or sexual orientation; and that discriminatory
33 practices are contrary to the public policy of Leon County and are a menace to
34 the public health and welfare of our citizens and, as such, the Board shall direct
35 its efforts toward eliminating discriminatory practices within Leon County in the
36 areas of employment, housing, and public accommodations where they exist; and

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1 (3) The general purpose of this Chapter is to secure for all individuals within
2 Leon County freedom from discrimination because of age, race, color, religion,
3 national origin, ancestry, disability, marital status, familial status, sex, gender,
4 gender identity or expression, or sexual orientation, and thereby to protect their
5 interest in personal dignity, to make Leon County secure against domestic strife
6 and unrest, to preserve the public safety, health, and general welfare, and to
7 promote the interests, rights, and privileges of individuals within Leon County,
8 and, in an effort to accomplish this purpose, to create a private cause of action
9 available to all individuals in Leon County against such discriminatory practices.

10 Sec. 9-2. Definitions.

11 The following words, terms and phrases, when used in this Chapter, shall have the
12 meanings ascribed to them in this section, except where the context clearly indicates a
13 different meaning or a different meaning is given under another Article of this Chapter:

14 *Age* shall mean chronological age greater than or equal to eighteen (18) years.

15 *Aggrieved individual* shall mean any individual who claims to have been injured
16 by a discriminatory practice.

17 *Board* shall mean the Leon County Board of County Commissioners.

18 *Disability*, with respect to an individual, shall mean (i) a physical or mental
19 impairment that substantially limits one or more of the major life activities of such
20 individual; (ii) a record of impairment that substantially limits one or more of the
21 major life activities of such individual; (iii) being regarded as having an impairment
22 that substantially limits one or more of the major life activities of such individual; or
23 (iv) having a developmental disability as defined in Section 393.063(9), Florida
24 Statutes (2009), or as such Section may thereafter be amended.

25 *Discriminatory practice* shall mean any practice or act made unlawful or which
26 is otherwise prohibited by this Chapter.

27 *Familial status* shall mean an individual's status established when such
28 individual who has not attained the age of 18 years is domiciled with (i) a parent or
29 other individual having legal custody of such individual; or (ii) a designee of a parent
30 or other individual having legal custody, with the written permission of such parent or
31 other individual.

32 *Gender* is used interchangeably with sex and shall mean actual or perceived sex.

33 *Gender identity or expression* shall mean a gender-related identity, appearance,
34 expression, or behavior of an individual, regardless of an individual's assigned sex at
35 birth.

36 *Marital status* shall mean an individual's status of being married, separated, or
37 unmarried including being single, divorced, or widowed.

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1 *National origin* shall mean the national origin of an ancestor or the country of
2 origin of an individual's forebears, naturally, by marriage, or by adoption.

3 *Person* shall mean and include an individual, association, corporation, joint
4 apprenticeship committee, joint stock company, labor organization, legal
5 representative, mutual company, partnership, receiver, trust, fiduciary, trustee in
6 bankruptcy, unincorporated organization or any other legal or commercial entity;
7 provided, however, a person shall not mean or include any federal, state, or local
8 government entity, or any agency or unit of such entities to which the absolute
9 protection of sovereign immunity extends.

10 *Religious organization* shall include a religious corporation, association, or
11 society.

12 *Sexual orientation* shall mean an individual's actual heterosexuality,
13 homosexuality or bisexuality, or the perception that an individual is heterosexual,
14 bisexual, or homosexual, or an individual's actual or perceived association with
15 individuals who maintain such orientation.

16 Sec. 9-3. General Discriminatory Practices.

17 In addition to those discriminatory practices made unlawful by this Chapter, the
18 following discriminatory practices shall be unlawful:

19 (1) It shall be unlawful for a person to retaliate or discriminate in any manner
20 against an individual because such individual opposed a practice prohibited by
21 this Chapter or prohibited by existing federal or state law prohibiting
22 discrimination; or to retaliate or discriminate in any manner against an individual
23 because such individual has filed a complaint, testified, assisted or participated in
24 any manner in any investigation, proceedings, hearing or conference under this
25 chapter or under any federal or state law prohibiting discrimination.

26 (2) It shall be unlawful to coerce, intimidate, threaten or interfere with any
27 individual in the exercise or enjoyment of, or on account of his having exercised
28 or enjoyed, or on account of his having aided or encouraged any other individual
29 in the exercise or enjoyment of, any right granted or protected by this Chapter.

30 Sec. 9-4. Private Cause of Action; Remedies.

31 (a) An aggrieved individual may, under this Chapter, commence a civil action in a
32 court of competent jurisdiction against the person alleged to have committed a
33 discriminatory practice; provided, however, that such civil action must be filed no
34 later than one (1) year after the discriminatory practice is alleged to have been
35 committed.

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- 1 (b) If, in a civil action commenced under this Chapter, the court finds that a
2 discriminatory practice has been committed or is about to be committed, the court
3 may issue an order prohibiting the discriminatory practice and providing affirmative
4 relief from the effects of the discriminatory practice including, but not limited to, a
5 temporary or permanent injunction or other equitable relief, a temporary restraining
6 order, an award of actual damages, including back pay, punitive damages, an award
7 of reasonable attorney's fees, interest, and costs, or other such relief as the court
8 deems appropriate.
- 9 (c) With regard to attorney's fees, sanctions for raising unsupported claims or
10 defenses, service of motions, and damages for delay of litigation, Section 57.105,
11 Florida Statutes (2009), or as such Section may thereafter be amended, is hereby
12 adopted as follows:
- 13 (1) In any civil action commenced under this Chapter, upon the court's initiative
14 or motion of any party, the court shall award a reasonable attorney's fee to be
15 paid to the prevailing party in equal amounts by the losing party and the losing
16 party's attorney on any claim or defense at any time during a civil proceeding or
17 action in which the court finds that the losing party or the losing party's attorney
18 knew or should have known that a claim or defense when initially presented to
19 the court or at any time before trial:
- 20 a. Was not supported by the material facts necessary to establish the claim
21 or defense; or
- 22 b. Would not be supported by the application of then-existing law to those
23 material facts.
- 24 However, the losing party's attorney is not personally responsible if he or she has
25 acted in good faith, based on the representations of his or her client as to the
26 existence of those material facts. If the court awards attorney's fees to a claimant
27 pursuant to this Subsection, the court shall also award prejudgment interest.
- 28 (2) Paragraph (1)b does not apply if the court determines that the claim or
29 defense was initially presented to the court as a good faith argument for the
30 extension, modification, or reversal of existing law or the establishment of new
31 law, as it applied to the material facts, with a reasonable expectation of success.
- 32 (3) At any time in any civil proceeding or action in which the moving party
33 proves by a preponderance of the evidence that any action taken by the opposing
34 party, including, but not limited to, the filing of any pleading or part thereof, the
35 assertion of or response to any discovery demand, the assertion of any claim or
36 defense, or the response to any request by any other party, was taken primarily
37 for the purpose of unreasonable delay, the court shall award damages to the
38 moving party for its reasonable expenses incurred in obtaining the order, which
39 may include attorney's fees, and other loss resulting from the improper delay.

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- 1 (4) A motion by a party seeking sanctions under this section must be served but
2 may not be filed with or presented to the court unless, within 21 days after
3 service of the motion, the challenged paper, claim, defense, contention,
4 allegation, or denial is not withdrawn or appropriately corrected.
- 5 (5) In administrative proceedings under Chapter 120, Florida Statutes (2009), or
6 as such Chapter may thereafter be amended, an administrative law judge shall
7 award a reasonable attorney's fee and damages to be paid to the prevailing party
8 in equal amounts by the losing party and a losing party's attorney or qualified
9 representative in the same manner and upon the same basis as provided in
10 Subsections (1)-(4). Such award shall be a final order subject to judicial review
11 pursuant to Section 120.68, Florida Statutes (2009), or as such Section may
12 thereafter be amended. If the losing party is an agency as defined in Section
13 120.52(1), Florida Statutes (2009), or as such Section may thereafter be
14 amended, the award to the prevailing party shall be against and paid by the
15 agency. A voluntary dismissal by a nonprevailing party does not divest the
16 administrative law judge of jurisdiction to make the award described in this
17 Subsection.
- 18 (6) The provisions of this section are supplemental to other sanctions or
19 remedies available under law or under court rules.
- 20 Sec. 9-5. Sovereign Immunity; No Waiver of Rights or Remedies at Law
- 21 (a) Pursuant to Article X, Section 13, Florida Constitution, nothing in this Chapter
22 shall be deemed to be a provision for bringing suit against the state or otherwise be
23 deemed to be a waiver of sovereign immunity.
- 24 (b) Nothing in this Chapter shall be construed to prohibit any sovereignly immune
25 entity from adopting its own internal policies and rules to prohibit discriminatory
26 practices and acts and to resolve allegations or complaints of such discriminatory
27 practices and acts to the extent allowed by law.
- 28 (c) Nothing in this Chapter shall be deemed to modify, impair, or otherwise affect
29 any other right or remedy conferred by the constitution or laws of the United States or
30 the State of Florida, and the provisions of this Chapter shall be deemed to be in
31 addition to those provided by such other laws.
- 32 Sec. 9-6. through 9-24. Reserved.

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1 **Section 2. EMPLOYMENT DISCRIMINATION.** The Code of Laws of Leon County,
2 Florida, is hereby amended at Chapter 9, Human Rights, by repealing Article II, Fair Housing
3 Code, and replacing it with a new Article II, Employment Discrimination, which shall begin at
4 Section 9-25 and read as follows:

5 Sec. 9-25. Generally.

6 (a) The general purpose of this Article is to secure for all individuals within Leon
7 County the freedom from discrimination because of age, race, color, religion, national
8 origin, ancestry, disability, marital status, familial status, sex, gender, gender identity
9 or expression, or sexual orientation in connection with employment, and thereby to
10 promote the interests, rights and privileges of individuals within Leon County.

11 (b) Nothing in this Article shall be construed to limit an employer, employment
12 agency or labor organization from taking adverse action against an individual because
13 of a charge of harassment against that individual, provided that rules and policies on
14 harassment, including when adverse action is taken, are designed for, and uniformly
15 applied to, all individuals regardless of age, race, color, religion, national origin,
16 ancestry, disability, marital status, familial status, sex, gender, gender identity or
17 expression, or sexual orientation.

18 (c) Nothing in this Article shall be construed to establish a discriminatory practice
19 based on sex or gender due to the denial of access to rest rooms, shower rooms and
20 similar facilities which are by their nature simply private, provided that the employer,
21 employment agency or labor organization provides reasonable access to adequate
22 facilities that are not inconsistent with the employee's sex or gender as established
23 with the employer, employment agency or labor organization at the time of
24 employment or upon written notification to the employer, employment agency or
25 labor organization that the employee has undergone or is undergoing sex or gender
26 transition, whichever is later.

27 (d) Nothing in this Article shall be construed to require the construction of new or
28 additional facilities.

29 (e) Nothing in this Article shall prohibit an employer, employment agency or labor
30 organization from requiring an employee, during the employee's hours at work, to
31 adhere to reasonable dress or grooming standards not prohibited by other provisions
32 of federal, state, or local law, provided that the employer, employment agency or
33 labor organization permits any employee who has undergone sex or gender transition
34 prior to the time of employment, and any employee who has provided written
35 notification to the employer, employment agency or labor organization that the
36 employee has undergone or is undergoing sex or gender transition after the time of
37 employment, to adhere to the same dress or grooming standards for the sex or gender
38 to which the employee has transitioned or is transitioning.

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1 (f) Nothing in this Article shall be construed to require an employer, employment
2 agency or labor organization to treat an unmarried couple in the same manner as the
3 employer, employment agency or labor organization treats a married couple for the
4 purposes of employee benefits; provided, however, that nothing in this Article shall
5 be construed to prohibit an employer, employment agency or labor organization from
6 adopting its own internal policies and rules to treat an unmarried couple in the same
7 manner as the employer, employment agency or labor organization treats a married
8 couple.

9 (g) Nothing in this Article shall be construed to repeal or modify any federal, state,
10 or local law creating a special right or preference concerning employment for a
11 veteran.

12 Sec. 9-26. Definitions.

13 The following words, terms and phrases, when used in this Article, shall have the
14 following meanings ascribed to them in this Section, except where the context clearly
15 indicates a different meaning.

16 *Compensation and terms, conditions, or privileges of employment* are used
17 interchangeably and shall encompass all employee benefits, including such benefits
18 provided pursuant to a bona fide employee benefit plan.

19 *Employee* shall mean an individual employed by an employer.

20 *Employer* shall mean any person who has five or more employees for each
21 working day in each of four or more calendar weeks in the current or preceding
22 calendar year, and any such agent of such a person.

23 *Employment agency* shall mean any person regularly undertaking, with or
24 without compensation, to procure employees for an employer or to procure for
25 employees opportunities to work for an employer, and includes an agent of such a
26 person.

27 *Labor organization* shall mean any organization which exists for the purpose, in
28 whole or in part, of collective bargaining or of dealing with employers concerning
29 grievances, terms or conditions of employment, or other mutual aid or protection in
30 connection with employment.

31 *Religion* shall include all aspects of religious observance and practice, as well as
32 belief, unless an employer demonstrates that he is unable to reasonably accommodate
33 to an employee's or prospective employee's religious observance or practice without
34 undue hardship on the conduct of the employer's business.

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- 1 Sec. 9-27. Unlawful Employment Practices.
- 2 (a) It shall be a discriminatory practice for an employer to:
- 3 (1) Fail or refuse to hire, discharge, promote, or otherwise discriminate against
4 an individual with respect to compensation or the terms, conditions, or privileges
5 of employment because of age, race, color, religion, national origin, ancestry,
6 disability, marital status, familial status, sex, gender, gender identity or
7 expression, or sexual orientation; or
- 8 (2) Limit, segregate, or classify an employee in a way which would deprive or
9 tend to deprive an individual of employment opportunities or otherwise adversely
10 affect the status of an employee because of age, race, color, religion, national
11 origin, ancestry, disability, marital status, familial status, sex, gender, gender
12 identity or expression, or sexual orientation.
- 13 (b) It shall be a discriminatory practice for an employment agency to:
- 14 (1) Fail or refuse to refer for employment or otherwise discriminate against an
15 individual on the basis of age, race, color, religion, national origin, ancestry,
16 disability, marital status, familial status, sex, gender, gender identity or
17 expression, or sexual orientation;
- 18 (2) Classify or refer for employment an individual on the basis of age, race,
19 color, religion, national origin, ancestry, disability, marital status, familial status,
20 sex, gender, gender identity or expression, or sexual orientation; or
- 21 (3) Cause, assist, or attempt to cause or assist an employer to violate any
22 provision of this Article.
- 23 (c) It shall be a discriminatory practice for a labor organization to:
- 24 (1) Exclude or to expel from membership or otherwise discriminate against any
25 individual on the basis of age, race, color, religion, national origin, ancestry,
26 disability, marital status, familial status, sex, gender, gender identity or
27 expression, or sexual orientation;
- 28 (2) Limit, segregate, or classify membership or applicants for membership, or to
29 classify or to fail or refuse to refer an individual for employment in a way which
30 would deprive or tend to deprive, limit, or adversely affect an individual's
31 employment opportunities on the basis of age, race, color, religion, national
32 origin, ancestry, disability, marital status, familial status, sex, gender, gender
33 identity or expression, or sexual orientation; or
- 34 (3) Cause, assist, or attempt to cause or assist an employer to violate any
35 provision of this Article.

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1 (d) It shall be a discriminatory practice for an employer, employment agency, labor
2 organization, or a training committee associated with an employer, employment
3 agency, or labor organization to discriminate against an individual on the basis of age,
4 race, color, religion, national origin, ancestry, disability, marital status, familial status,
5 sex, gender, gender identity or expression, or sexual orientation in a training program
6 providing apprenticeship or other training.

7 (e) It shall be a discriminatory practice for an employer, employment agency, or
8 labor organization to publish an advertisement relating to employment, indicating a
9 preference, limitation, specification, or discrimination on the basis of age, race, color,
10 religion, national origin, ancestry, disability, marital status, familial status, sex,
11 gender, gender identity or expression, or sexual orientation.

12 (f) Except as permitted and required by regulations of Leon County, or by applicable
13 federal or state law, it shall be a discriminatory practice for an employer, employment
14 agency, or labor organization to elicit information about an employee's age, race,
15 color, religion, national origin, ancestry, disability, marital status, familial status, sex,
16 gender, gender identity or expression, or sexual orientation, or to keep or disclose a
17 record of such information for the purposes of effecting discrimination.

18 Sec. 9-28. Exemptions.

19 (a) This Article shall not apply to a corporation, association, educational institution,
20 or society that is exempt from the religious discrimination provisions of title VII of
21 the Civil Rights Acts of 1964 pursuant to section 702(a) of such Act (42 U.S.C.
22 2000e-1(a)), or as such section may hereafter be amended. For purposes of this
23 Subsection, such corporations, associations, educational institutions, or societies shall
24 include religious corporations, associations, educational institutions, or societies
25 which condition opportunities in the area of employment to members of that religious
26 corporation, association, educational institution, or society or to persons who
27 subscribe to its tenants or beliefs.

28 (b) Notwithstanding any other provision of this Article, it shall not be a
29 discriminatory practice under this Article for a school, college, university, or other
30 educational institution or institution of learning to hire and employ individuals of a
31 particular religion if such school, college, university, or other educational institution
32 or institution of learning is, in whole or in substantial part, owned, supported,
33 controlled, or managed by a particular religion or by a particular religious
34 corporation, association, or society, or if the curriculum of such school, college,
35 university, or other educational institution or institution of learning is directed toward
36 the propagation of a particular religion.

37 (c) Notwithstanding any other provision of this Article, it shall not be a
38 discriminatory practice under this Article for an employer, employment agency, labor
39 or organization to:

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- 1 (1) Take or fail to take any action on the basis of age, race, color, religion,
2 national origin, ancestry, disability, marital status, familial status, sex, gender,
3 gender identity or expression, or sexual orientation in those certain instances in
4 which age, race, color, religion, national origin, ancestry, absence of a particular
5 disability, marital status, familial status, sex, gender, gender identity or
6 expression, or sexual orientation is a bona fide occupational qualification
7 reasonably necessary for the performance of the particular employment to which
8 such action or inaction is related.
- 9 (2) Observe the terms of a bona fide seniority system, a bona fide employee
10 benefit plan such as a retirement, pension, or insurance plan, or a system which
11 measures earnings by quantity or quality of production, which is not designed,
12 intended, or used to evade the purposes of this Article. However, no such
13 employee benefit plan or system which measures earnings shall excuse the
14 failure to hire, and no such seniority system, employee benefit plan, or system
15 which measures earnings shall excuse the involuntary retirement of, any
16 individual on the basis of any factor not related to the ability of such individual to
17 perform the particular employment for which such individual has applied or in
18 which such individual is engaged. This Subsection (2) shall not be construed to
19 make unlawful the rejection or termination of employment when the individual
20 applicant or employee has failed to meet bona fide requirements for the job or
21 position sought or held or to require any changes in any bona fide retirement or
22 pension programs or existing collective bargaining agreements during the life of
23 the contract, or for 2 years after October 1, 1981, whichever occurs first, nor
24 shall this Article preclude such physical and medical examinations of applicants
25 and employees as an employer may require of applicants and employees to
26 determine fitness for the job or position sought or held.
- 27 (3) Give and act upon the results of any professionally developed or validated
28 ability test, provided that such test, its administration, or action upon the results,
29 is not designed, intended, or used to discriminate because of age, race, color,
30 religion, national origin, ancestry, disability, marital status, familial status, sex,
31 gender, gender identity or expression, or sexual orientation.
- 32 (4) Take or fail to take any action on the basis of age, pursuant to law or
33 regulation governing any employment or training program designed to benefit
34 individuals of a particular age group.
- 35 (5) Take or fail to take any action on the basis of marital status if that status is
36 prohibited under its antinepotism policy.
- 37 Sec. 9-29. through 9-39. Reserved.

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1 **Section 3. EQUAL ACCESS TO PLACES OF PUBLIC ACCOMMODATIONS.** The
2 Code of Laws of Leon County, Florida, is hereby amended at Chapter 9, Human Rights, by
3 adding a new Article III, Equal Access to Places of Public Accommodations, which shall begin
4 at Section 9-40 and read as follows:

5 Sec. 9-40. Generally.

6 The general purpose of this Article is to secure for all individuals within Leon
7 County the full and equal enjoyment of the goods, services, facilities, privileges,
8 advantages, and accommodations of any place of public accommodation, as defined in
9 this Article, without discrimination because of age, race, color, religion, national origin,
10 ancestry, disability, marital status, familial status, sex, gender, gender identity or
11 expression, or sexual orientation, and thereby to promote the interests, rights and
12 privileges of all individuals within Leon County.

13 Sec. 9-41. Definitions.

14 The following words, terms and phrases, when used in this Article, shall have the
15 following meanings ascribed to them in this Section, except where the context clearly
16 indicates a different meaning.

17 *Operator* shall mean and include any owner, lessee, proprietor, manager,
18 superintendent, agent, or occupant of a place of accommodation or an employee or
19 independent contractor of any such person.

20 *Public accommodation* shall mean a place of public accommodation owned or
21 operated by a person including, but not limited to, lodgings, facilities principally
22 engaged in selling food for consumption on the premises, gasoline stations, places of
23 exhibition or entertainment, and other covered establishments. Each of the following
24 establishments owned or operated by a person and which serve the public is a place of
25 public accommodation within the meaning of this Section:

26 (1) Any inn, hotel, motel, resort or other establishment which provides lodging to
27 transient guests, other than an establishment located within a building which
28 contains not more than four rooms for rent or hire and which is actually occupied
29 by the proprietor of such establishment as his or her residence.

30 (2) Any restaurant, cafeteria, lunchroom, lunch counter, soda fountain, buffet or
31 other facility principally engaged in selling food for consumption on the
32 premises, including, but not limited to, any such facility located on the premises
33 of any retail establishment, or any gasoline station.

34 (3) Any tavern, bar, liquor lounge, package store or other facility holding a
35 license for the sale of alcoholic beverages issued by the Division of Alcoholic
36 Beverages and Tobacco of the Department of Business and Professional
37 Regulation of the State, and which serves or which holds itself out as serving the
38 general public.

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- 1 (4) Any pool or billiard hall, bowling alley, motion picture house, theater,
2 concert hall, sports arena, stadium, place of amusement, skating rink, amusement
3 park, golf courses, swimming pool, or other place of exhibition or entertainment.
- 4 (5) Any gasoline station, retail establishment, convenience store, beauty parlor,
5 barbershop, styling salon, or laundries.
- 6 (6) Facilities, or portions of facilities, when open to the general public, including
7 but not limited to: hospitals, nurseries, schools, libraries or educational facilities
8 supported in part or whole by public funds, kindergartens, daycare centers.
- 9 (7) Any transportation conveyance open to the general public, including but not
10 limited to: taxis, limousines, trains, and buses.
- 11 (8) Any professional office generally open to the public, such as those of
12 attorneys, physicians, dentists, architects, or accountants.
- 13 (9) Any establishment which is physically located within the premises of any
14 establishment otherwise covered by this Section, or within the premises of which
15 is physically located any such covered establishment, and which holds itself out
16 as serving patrons of such covered establishment.

17 Sec. 9-42. Prohibition of Discrimination in Public Accommodations.

- 18 (a) It is a violation of this Article for a person who owns or operates a place of
19 public accommodation, whether personally or through the actions of an employee or
20 independent contractor, to deny or refuse to another individual the full and equal
21 enjoyment of the facilities and services of any place of public accommodation on the
22 basis of that individual's age, race, color, religion, national origin, ancestry, disability,
23 marital status, familial status, sex, gender, gender identity or expression, or sexual
24 orientation.
- 25 (b) It is a violation of this Article for a person who owns or operates a place of
26 public accommodation, either personally or through the actions of an employee or
27 independent contractor, to display or publish any written communication which is to
28 the effect that any of the facilities and/or services of a place of public accommodation
29 will be denied to any individual or that any such individual is unwelcome,
30 objectionable or unacceptable because of that individual's age, race, color, religion,
31 national origin, ancestry, disability, marital status, familial status, sex, gender, gender
32 identity or expression, or sexual orientation.

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1 Sec. 9-43. Exemptions.

2 (a) The provisions of this Article shall not apply to lodge halls or other similar
3 facilities of private organizations which are made available for public use
4 occasionally or periodically.

5 (b) The provisions of this Article shall not prohibit a religious organization or any
6 nonprofit institution or organization operated, supervised, or controlled by or in
7 conjunction with a religious organization from limiting the full and equal enjoyment
8 of the goods, services, facilities, privileges, advantages, and accommodations of any
9 place of public accommodation which it owns or operates, other than for a
10 commercial purpose, to individuals of the same religion, or to individuals who
11 subscribe to its tenets or beliefs, or from giving preference to such individuals.

12 (c) The provisions of this Article relating to public accommodations do not prohibit
13 discrimination on the basis of sex or gender in rest rooms, shower rooms, bathhouses,
14 and similar facilities which are by their nature simply private, or dormitory lodging
15 facilities.

16 (d) The provisions of this Article shall not apply to any private club or other
17 establishment which is not, in fact, open to the public, except to the extent that the
18 goods, services, facilities, privileges, advantages, or accommodations of the
19 establishment are made available to the customers or patrons of another establishment
20 which is a place of public accommodation. However, any institution, club, or place of
21 accommodation which has more than four hundred (400) members, provides regular
22 meal service and regularly receives payment for dues, fees, use of space, facilities,
23 services, meals or beverages, directly or indirectly, from or on behalf of nonmembers
24 for the furtherance of the trade or business, shall not receive an exemption as a private
25 club under this subdivision.

26 (e) The provisions of this Article shall not be construed as prohibiting the giving of
27 special discounts on goods and services by a place of public accommodation,
28 provided such goods or services, at other than such special discount rates, are not
29 denied, to individuals on the basis of age, race, color, religion, national origin,
30 ancestry, disability, marital status, familial status, sex, gender, gender identity or
31 expression, or sexual orientation, unless such denial is pursuant to the laws of the
32 United States, State of Florida, or local government.

33 Sec. 9-44. through 9-49. Reserved.

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1 **Section 4. FAIR HOUSING.** The Code of Laws of Leon County, Florida, is hereby
2 amended at Chapter 9, Human Rights, by adding a new Article IV, Fair Housing, which shall
3 begin at Section 9-50 and read as follows:

4 Sec. 9-50. Generally.

5 The general purpose of this Article is to promote through fair, orderly, and lawful
6 procedure the opportunity for each individual so desiring to obtain housing of such
7 individual's choice in Leon County without regard to age, race, color, religion, national
8 origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or
9 expression, or sexual orientation, and, to that end, to prohibit discrimination in housing
10 by any person.

11 Sec. 9-51. Definitions.

12 The following words, terms and phrases, when used in this Article, shall have the
13 following meanings ascribed to them in this Section, except where the context clearly
14 indicates a different meaning.

15 *Covered multifamily dwelling* shall mean (i) a building which consists of four or
16 more units and has an elevator; or (ii) the ground floor units of a building which
17 consists of four or more units and does not have an elevator.

18 *Dwelling* shall mean any building or structure, or portion thereof, which is
19 occupied as, or designed or intended for occupancy as, a residence by one or more
20 families, and any vacant land which is offered for sale or lease for the construction or
21 location on the land of any such building or structure, or portion thereof.

22 *Family* shall include a single individual.

23 *FCHR* shall mean the Florida Commission on Human Relations or any of its
24 successor organizations.

25 *To rent* shall include to lease, to sublease, to let, and otherwise to grant for a
26 consideration the right to occupy premises not owned by the occupant.

27 Sec. 9-52. Discrimination in the Sale or Rental of Housing and Other Prohibited Practices.

28 (a) It shall be unlawful to refuse to sell or rent after the making of a bona fide offer,
29 to refuse to negotiate for the sale or rental of, or otherwise to make unavailable or
30 deny a dwelling to any individual because of age, race, color, religion, national origin,
31 ancestry, disability, marital status, familial status, sex, gender, gender identity or
32 expression, or sexual orientation.

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1 (b) It shall be unlawful to discriminate against any individual in the terms,
2 conditions, or privileges of sale or rental of a dwelling, or in the provision of services
3 or facilities in connection therewith, because of age, race, color, religion, national
4 origin, ancestry, disability, marital status, familial status, sex, gender, gender identity
5 or expression, or sexual orientation. Prohibited actions under this Subsection include,
6 but are not limited to:

7 (1) Using different provisions in leases or contracts of sale, such as those relating
8 to rental charges, security deposits and the terms of a lease and those relating to
9 down payment and closing requirements, because of age, race, color, religion,
10 national origin, ancestry, disability, marital status, familial status, sex, gender,
11 gender identity or expression, or sexual orientation.

12 (2) Failing or delaying maintenance or repairs of sale or rental dwellings because
13 of age, race, color, religion, national origin, ancestry, disability, marital status,
14 familial status, sex, gender, gender identity or expression, or sexual orientation.

15 (3) Failing to process an offer for the sale or rental of a dwelling or to
16 communicate an offer accurately because of age, race, color, religion, national
17 origin, ancestry, disability, marital status, familial status, sex, gender, gender
18 identity or expression, or sexual orientation.

19 (4) Limiting the use of privileges, services or facilities associated with a dwelling
20 because of age, race, color, religion, national origin, ancestry, disability, marital
21 status, familial status, sex, gender, gender identity or expression, or sexual
22 orientation of an owner, tenant or a person associated with him or her.

23 (5) Denying or limiting services or facilities in connection with the sale or rental
24 of a dwelling, because an individual failed or refused to provide sexual favors.

25 (c) It shall be unlawful to make, print, or publish, or cause to be made, printed, or
26 published, any notice, statement, or advertisement with respect to the sale or rental of
27 a dwelling that indicates any preference, limitation, or discrimination based age, race,
28 color, religion, national origin, ancestry, disability, marital status, familial status, sex,
29 gender, gender identity or expression, or sexual orientation, or an intention to make
30 any such preference, limitation, or discrimination. The prohibitions in this Subsection
31 shall apply to all written or oral notices or statements by a person engaged in the sale
32 or rental of a dwelling. Written notices and statements include any applications,
33 flyers, brochures, deeds, signs, banners, posters, billboards or any documents used
34 with respect to the sale or rental of a dwelling. Discriminatory notices, statements
35 and advertisements include, but are not limited to:

36 (1) Using words, phrases, photographs, illustrations, symbols or forms which
37 convey that dwellings are available or not available to a particular group of
38 individuals because of age, race, color, religion, national origin, ancestry,
39 disability, marital status, familial status, sex, gender, gender identity or
40 expression, or sexual orientation.

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- 1 (2) Expressing to agents; brokers, employees, prospective sellers or renters or
2 any other individuals a preference for or limitation on any purchaser or renter
3 because of age, race, color, religion, national origin, ancestry, disability, marital
4 status, familial status, sex, gender, gender identity or expression, or sexual
5 orientation of such individuals.
- 6 (3) Selecting media or locations for advertising the sale or rental of dwellings
7 which deny particular segments of the housing market information about housing
8 opportunities because of age, race, color, religion, national origin, ancestry,
9 disability, marital status, familial status, sex, gender, gender identity or
10 expression, or sexual orientation.
- 11 (4) Refusing to publish advertising for the sale or rental of dwellings or requiring
12 different charges or terms for such advertising because of age, race, color,
13 religion, national origin, ancestry, disability, marital status, familial status, sex,
14 gender, gender identity or expression, or sexual orientation.
- 15 (d) It shall be unlawful to represent to any individual because of age, race, color,
16 religion, national origin, ancestry, disability, marital status, familial status, sex,
17 gender, gender identity or expression, or sexual orientation that any dwelling is not
18 available for inspection, sale, or rental when such dwelling is in fact so available.
- 19 (e) It shall be unlawful, for profit, to induce or attempt to induce any individual to
20 sell or rent any dwelling by a representation regarding the entry or prospective entry
21 into the neighborhood of an individual or individuals of a particular age, race, color,
22 religion, national origin, ancestry, disability, marital status, familial status, sex,
23 gender, gender identity or expression, or sexual orientation.
- 24 (f) It shall be unlawful, because of age, race, color, religion, national origin,
25 ancestry, disability, marital status, familial status, sex, gender, gender identity or
26 expression, or sexual orientation, to restrict or attempt to restrict the choices of an
27 individual by word or conduct in connection with seeking, negotiating for, buying or
28 renting a dwelling so as to perpetuate, or tend to perpetuate, segregated housing
29 patterns, or to discourage or obstruct choices in a community, neighborhood or
30 development. Prohibited actions under this Subsection that are generally referred to
31 as unlawful steering practices include, but are not limited to:
- 32 (1) Discouraging any individual from inspecting, purchasing or renting a
33 dwelling because of age, race, color, religion, national origin, ancestry, disability,
34 marital status, familial status, sex, gender, gender identity or expression, or
35 sexual orientation, or because of the age, race, color, religion, national origin,
36 ancestry, disability, marital status, familial status, sex, gender, gender identity or
37 expression, or sexual orientation of individuals in a community, neighborhood or
38 development.

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- 1 (2) Discouraging the purchase or rental of a dwelling because of age, race, color,
2 religion, national origin, ancestry, disability, marital status, familial status, sex,
3 gender, gender identity or expression, or sexual orientation, by exaggerating
4 drawbacks or failing to inform any individual of desirable features of a dwelling
5 or of a community, neighborhood, or development.
- 6 (3) Communicating to any prospective purchaser that he or she would not be
7 comfortable or compatible with existing residents of a community, neighborhood
8 or development because of age, race, color, religion, national origin, ancestry,
9 disability, marital status, familial status, sex, gender, gender identity or
10 expression, or sexual orientation.
- 11 (4) Assigning any individual to a particular section of a community,
12 neighborhood or development, or to a particular floor of a building, because of
13 age, race, color, religion, national origin, ancestry, disability, marital status,
14 familial status, sex, gender, gender identity or expression, or sexual orientation.
- 15 (g) It shall be unlawful, because of age, race, color, religion, national origin,
16 ancestry, disability, marital status, familial status, sex, gender, gender identity or
17 expression, or sexual orientation, to engage in any conduct relating to the provision of
18 housing or of services and facilities in connection therewith that otherwise makes
19 unavailable or denies dwellings to individuals. Prohibited activities relating to
20 dwellings under this Subsection include, but are not limited to:
- 21 (1) Discharging or taking other adverse action against an employee, broker or
22 agent because he or she refused to participate in a discriminatory housing
23 practice.
- 24 (2) Employing codes or other devices to segregate or reject applicants,
25 purchasers or renters, refusing to take or to show listings of dwellings in certain
26 areas because of age, race, color, religion, national origin, ancestry, disability,
27 marital status, familial status, sex, gender, gender identity or expression, or
28 sexual orientation, or refusing to deal with certain brokers or agents because they
29 or one or more of their clients are of a particular age, race, color, religion,
30 national origin, ancestry, disability, marital status, familial status, sex, gender,
31 gender identity or expression, or sexual orientation.
- 32 (3) Denying or delaying the processing of an application made by a purchaser or
33 renter or refusing to approve such an individual for occupancy in a cooperative or
34 condominium dwelling because of age, race, color, religion, national origin,
35 ancestry, disability, marital status, familial status, sex, gender, gender identity or
36 expression, or sexual orientation.
- 37 (4) Refusing to provide municipal services or property or hazard insurance for
38 dwellings or providing such services or insurance differently because of age,
39 race, color, religion, national origin, ancestry, disability, marital status, familial
40 status, sex, gender, gender identity or expression, or sexual orientation.

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- 1 (h) The protections afforded under this Article against discrimination on the basis of
2 familial status apply to any individual who is pregnant or is in the process of securing
3 legal custody of any individual who has not attained the age of 18 years.
- 4 (i) It shall be unlawful to discriminate in the sale or rental of, or to otherwise make
5 unavailable or deny, a dwelling to any buyer or renter because of a disability of (i)
6 that buyer or renter; (ii) an individual residing in or intending to reside in that
7 dwelling after it is sold, rented, or made available; or (iii) any person associated with
8 the buyer or renter.
- 9 (j) It shall be unlawful to discriminate against any individual in the terms,
10 conditions, or privileges of sale or rental of a dwelling, or in the provision of services
11 or facilities in connection with such dwelling, because of a disability of (i) that buyer
12 or renter; (ii) an individual residing in or intending to reside in that dwelling after it is
13 sold, rented, or made available; or (iii) any individual associated with the buyer or
14 renter.
- 15 (k) For purposes of Subsections (i) and (j), discrimination includes:
- 16 (1) A refusal to permit, at the expense of the disabled individual, reasonable
17 modifications of existing premises occupied or to be occupied by such individual
18 if such modifications may be necessary to afford such individual full enjoyment
19 of the premises; or
- 20 (2) A refusal to make reasonable accommodations in rules, policies, practices, or
21 services, when such accommodations may be necessary to afford such individual
22 equal opportunity to use and enjoy a dwelling.
- 23 (l) Covered multifamily dwellings as defined herein which are intended for first
24 occupancy after March 13, 1991, shall be designed and constructed to have at least
25 one building entrance on an accessible route unless it is impractical to do so because
26 of the terrain or unusual characteristics of the site as determined by FCHR rule. Such
27 buildings shall also be designed and constructed in such a manner that:
- 28 (1) The public use and common use portions of such dwellings are readily
29 accessible to and usable by disabled individuals.
- 30 (2) All doors designed to allow passage into and within all premises within such
31 dwellings are sufficiently wide to allow passage by an individual in a wheelchair.
- 32 (3) All premises within such dwellings contain the following features of adaptive
33 design:
- 34 a. An accessible route into and through the dwelling.
- 35 b. Light switches, electrical outlets, thermostats, and other environmental
36 controls in accessible locations.

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1 c. Reinforcements in bathroom walls to allow later installation of grab
2 bars.

3 d. Usable kitchens and bathrooms such that a person in a wheelchair can
4 maneuver about the space.

5 (4) For purposes of Subsection (3), compliance with the appropriate
6 requirements of the American National Standards Institute for buildings and
7 facilities providing accessibility and usability for physically handicapped people,
8 commonly cited as ANSI A117.1-1986, or as such standards may thereafter be
9 amended, suffices to satisfy the requirements therein.

10 (5) State agencies with building construction regulation responsibility or local
11 governments, as appropriate, shall review the plans and specifications for the
12 construction of covered multifamily dwellings to determine consistency with the
13 requirements of Subsection (1).

14 Sec. 9-53. Discrimination in the Provision of Brokerage Services.

15 It shall be unlawful to deny any individual access to, or membership or participation
16 in, any multiple-listing service, real estate brokers' organization, or other service,
17 organization, or facility relating to the business of selling or renting dwellings, or to
18 discriminate against him or her in the terms or conditions of such access, membership, or
19 participation, on the basis of age, race, color, religion, national origin, ancestry, disability,
20 marital status, familial status, sex, gender, gender identity or expression, or sexual
21 orientation.

22 Sec. 9-54. Discrimination in the Financing of Housing or in Residential Real Estate
23 Transactions.

24 (a) It shall be unlawful for any bank, building and loan association, insurance
25 company, or other corporation, association, firm, or enterprise the business of which
26 consists in whole or in part of the making of commercial real estate loans to deny a
27 loan or other financial assistance to an individual applying for the loan for the
28 purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling,
29 or to discriminate against him or her in the fixing of the amount, interest rate,
30 duration, or other term or condition of such loan or other financial assistance, because
31 of the age, race, color, religion, national origin, ancestry, disability, marital status,
32 familial status, sex, gender, gender identity or expression, or sexual orientation of
33 such individual or of any individual associated with him or her in connection with
34 such loan or other financial assistance or the purposes of such loan or other financial
35 assistance, or because of the age, race, color, religion, national origin, ancestry,
36 disability, marital status, familial status, sex, gender, gender identity or expression, or
37 sexual orientation of the present or prospective owners, lessees, tenants, or occupants
38 of the dwelling or dwellings in relation to which such loan or other financial
39 assistance is to be made or given.

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- 1 (b) Residential Real Estate Transactions.
- 2 (1) It shall be unlawful for any person or entity whose business includes
3 engaging in residential real estate transactions to discriminate against any
4 individual in making available such a transaction, or in the terms or conditions of
5 such a transaction, because of age, race, color, religion, national origin, ancestry,
6 disability, marital status, familial status, sex, gender, gender identity or
7 expression, or sexual orientation.
- 8 (2) As used in this Subsection, the term "residential real estate transaction"
9 means any of the following:
- 10 a. The making or purchasing of loans or providing other financial
11 assistance (i) for purchasing, constructing, improving, repairing, or
12 maintaining a dwelling; or (ii) secured by residential real estate.
- 13 b. The selling, brokering, or appraising of residential real property.
- 14 Sec. 9-55. Exemptions.
- 15 (a) Single-family and Multi-family Dwellings.
- 16 (1) Nothing in this Article applies to:
- 17 a. Any single-family house sold or rented by its owner, provided such
18 private individual owner does not own more than three single-family houses
19 at any one time. In the case of the sale of a single-family house by a private
20 individual owner who does not reside in such house at the time of the sale or
21 who was not the most recent resident of the house prior to the sale, the
22 exemption granted by this Subsection applies only with respect to one sale
23 within any 24-month period. In addition, the bona fide private individual
24 owner shall not own any interest in, nor shall there be owned or reserved on
25 his or her behalf, under any express or voluntary agreement, title to, or any
26 right to all or a portion of the proceeds from the sale or rental of, more than
27 three single-family houses at any one time. The sale or rental of any single-
28 family house shall be excepted from the application of this Article only if the
29 house is sold or rented:
- 30 1. Without the use in any manner of the sales or rental facilities or the
31 sales or rental services of any real estate licensee or such facilities or
32 services of any person in the business of selling or renting dwellings, or
33 of any employee or agent of any such licensee or person; and
- 34 2. Without the publication, posting, or mailing, after notice, of any
35 advertisement or written notice in violation of (c).

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1 Nothing in this provision prohibits the use of attorneys, escrow agents,
2 abstractors, title companies, and other such professional assistance as is
3 necessary to perfect or transfer the title.

4 b. Rooms or units in dwellings containing living quarters occupied or
5 intended to be occupied by *no more than four families* living independently
6 of each other, if the owner actually maintains and occupies one of such
7 living quarters as his or her residence.

8 (2) For the purposes of Subsection (1), a person is deemed to be in the business
9 of selling or renting dwellings if the person:

10 a. Has, within the preceding 12 months, participated as principal in three
11 or more transactions involving the sale or rental of any dwelling or interest
12 therein;

13 b. Has, within the preceding 12 months, participated as agent, other than in
14 the sale of his or her own personal residence, in providing sales or rental
15 facilities or sales or rental services in two or more transactions involving the
16 sale or rental of any dwelling or interest therein; or

17 c. Is the owner of any dwelling designed or intended for occupancy by, or
18 occupied by, five or more families.

19 (b) *Nothing in this Article prohibits a religious organization or any nonprofit*
20 *institution or organization operated, supervised, or controlled by or in conjunction*
21 *with a religious organization from limiting the sale, rental, or occupancy of any*
22 *dwelling which it owns or operates for other than a commercial purpose to*
23 *individuals of the same religion or from giving preference to such individuals, unless*
24 *membership in such religion is restricted on account of race, color, or national origin.*

25 (c) *Nothing in this Article prohibits a private club not in fact open to the public,*
26 *which as an incident to its primary purpose or purposes provides lodgings which it*
27 *owns or operates for other than a commercial activity, from limiting the rental or*
28 *occupancy of such lodgings to its members or from giving preference to its members.*

29 (d) *Nothing in this Article requires any person renting or selling a dwelling*
30 *constructed for first occupancy before March 13, 1991, to modify, alter, or adjust the*
31 *dwelling in order to provide physical accessibility except as otherwise required by*
32 *law.*

33 (e) *Housing for Older Persons.*

34 (1) *Any provision of this Article regarding age or familial status does not apply*
35 *with respect to housing for older persons.*

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- 1 (2) Nothing in this Subsection is intended to limit the applicability of any
2 reasonable local, state, or federal restrictions regarding the maximum number of
3 occupants permitted to occupy a dwelling.
- 4 (3) As used in this Subsection, the term "housing for older persons" means
5 housing:
- 6 a. Provided under any state or federal program that is determined by state
7 or federal rule to be specifically designed and operated to assist elderly
8 persons, as defined in the state or federal program;
- 9 b. Intended for, and solely occupied by, persons 62 years of age or older;
10 or
- 11 c. Intended and operated for occupancy by persons 55 years of age or
12 older.
- 13 (4) In order for housing to qualify as being intended and operated for occupancy
14 by persons 55 years of age or older in accordance with Subsection (3)c, such
15 housing must meet the following requirements:
- 16 a. The housing facility or community publishes and adheres to policies and
17 procedures that demonstrate the intent required under this Subsection. If the
18 housing facility or community meets the requirements of Subsections (5) and
19 Subsection b and the recorded governing documents provide for an adult,
20 senior, or retirement housing facility or community and the governing
21 documents lack an amendatory procedure, prohibit amendments, or restrict
22 amendments until a specified future date, then that housing facility or
23 community shall be deemed housing for older persons intended and operated
24 for occupancy by persons 55 years of age or older. If those documents
25 further provide a prohibition against residents 16 years of age or younger,
26 that provision shall be construed, for purposes of this Article, to only apply
27 to residents 18 years of age or younger, in order to conform with federal law
28 requirements. Governing documents which can be amended at a future date
29 must be amended and properly recorded within 1 year after that date to
30 reflect the requirements for consideration as housing for older persons, if
31 that housing facility or community intends to continue as housing for older
32 persons.

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- 1 b. The housing facility or community complies with rules made by the
2 Secretary of the United States Department of Housing and Urban
3 Development pursuant to 24 C.F.R. Part 100, or as that part may be
4 thereafter amended, for verification of occupancy, which rules provide for
5 verification by reliable surveys and affidavits and include examples of the
6 types of policies and procedures relevant to a determination of compliance
7 with the requirements of Subsection a. Such surveys and affidavits are
8 admissible in administrative and judicial proceedings for the purposes of
9 such verification.
- 10 (5) In order for housing to qualify as being intended and operated for occupancy
11 by persons 55 years of age or older in accordance with Subsection (3)c, at least
12 80 percent of the occupied units shall be occupied by at least one person 55 years
13 of age or older.
- 14 a. For purposes of Subsection (5), occupied unit means (i) a dwelling unit
15 that is actually occupied by one or more persons on the date that the
16 exemption is claimed; or (ii) a temporarily vacant unit, if the primary
17 occupant has resided in the unit during the past year and intends to return on
18 a periodic basis.
- 19 b. For purposes of Subsection (5), occupied by at least one person 55 years
20 of age or older means that on the date the exemption for housing designed
21 for persons who are 55 years of age or older is claimed (i) at least one
22 occupant of the dwelling unit is 55 years of age or older; or (ii) If the
23 dwelling unit is temporarily vacant, at least one of the occupants
24 immediately prior to the date on which the unit was temporarily vacated was
25 55 years of age or older.
- 26 c. Newly constructed housing for first occupancy after March 12, 1989
27 need not comply with the requirements of Subsection (5) until at least 25
28 percent of the units are occupied. For purposes of this Subsection c, newly
29 constructed housing includes a facility or community that has been wholly
30 unoccupied for at least 90 days prior to re-occupancy due to renovation or
31 rehabilitation.
- 32 d. Housing satisfies the requirements of Subsection (5) even though:
- 33 1. On September 13, 1988, under 80 percent of the occupied units in
34 the housing facility or community were occupied by at least one person
35 55 years of age or older, provided that at least 80 percent of the units
36 occupied by new occupants after September 13, 1988 are occupied by at
37 least one person 55 years of age or older.
- 38 2. There are unoccupied units, provided that at least 80 percent of the
39 occupied units are occupied by at least one person 55 years of age or
40 older.

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- 1 3. There are units occupied by employees of the housing facility or
2 community (and family members residing in the same unit) who are
3 under 55 years of age, provided the employees perform substantial
4 duties related to the management or maintenance of the facility or
5 community.
- 6 4. There are units occupied by persons who are necessary to provide a
7 reasonable accommodation to disabled residents and who are under the
8 age of 55.
- 9 5. For a period expiring one year from the effective date of 24 C.F.R.
10 Part 100, Subpart E, there are insufficient units occupied by at least one
11 person 55 years of age or older, but the housing facility or community,
12 at the time the exemption is asserted (i) has reserved all unoccupied
13 units for occupancy by at least one person 55 years of age or older until
14 at least 80 percent of the units are occupied by at least one person who
15 is 55 years of age or older; and (ii) meets the requirements of this
16 Subsection (5).
- 17 e. For purposes of the transition provision described in Subsection d.5, a
18 housing facility or community may not evict, refuse to renew leases, or
19 otherwise penalize families with children who reside in the facility or
20 community in order to achieve occupancy of at least 80 percent of the
21 occupied units by at least one person 55 years of age or older.
- 22 f. Where application of the 80 percent rule results in a fraction of a unit,
23 that unit shall be considered to be included in the units that must be occupied
24 by at least one person 55 years of age or older.
- 25 g. Each housing facility or community may determine the age restriction,
26 if any, for units that are not occupied by at least one person 55 years of age
27 or older, so long as the housing facility or community complies with the
28 provisions of Subsection (6).
- 29 (6) In order for housing to qualify as being intended and operated for occupancy
30 by persons 55 years of age or older in accordance with Subsection (3)c, it must
31 publish and adhere to policies and procedures that demonstrate its intent to
32 operate as housing for persons 55 years of age or older.
- 33 a. For purposes of Subsection (6), the following factors, among others, are
34 considered relevant in determining whether the housing facility or
35 community has complied with this requirement:
- 36 1. The manner in which the housing facility or community is
37 described to prospective residents;
- 38 2. Any advertising designed to attract prospective residents;

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- 1 3. Lease provisions;
- 2 4. Written rules, regulations, covenants, deed or other restrictions;
- 3 5. The maintenance and consistent application of relevant procedures;
- 4 6. Actual practices of the housing facility or community; and
- 5 7. Public posting in common areas of statements describing the
- 6 facility or community as housing for persons 55 years of age or older.
- 7 b. Phrases such as “adult living”, “adult community”, or similar statements
- 8 in any written advertisement or prospectus are not consistent with the intent
- 9 that the housing facility or community intends to operate as housing for
- 10 persons 55 years of age or older.
- 11 c. If there is language in deed or other community or facility documents
- 12 which is inconsistent with the intent to provide housing for persons who are
- 13 55 years of age or older housing, consideration shall be given to documented
- 14 evidence of a good faith attempt to remove such language in determining
- 15 whether the housing facility or community complies with the requirements
- 16 of this section in conjunction with other evidence of intent.
- 17 d. A housing facility or community may allow occupancy by families with
- 18 children as long as it meets the requirements of Subsection (5) and
- 19 Subsection a.
- 20 (7) In order for housing to qualify as being intended and operated for occupancy
- 21 by persons 55 years of age or older in accordance with Subsection (3)c, it must
- 22 be able to produce, in response to a complaint filed under this Article,
- 23 verification of compliance with Subsection (5) through reliable surveys and
- 24 affidavits.
- 25 a. For purposes of Subsection (7), a facility or community shall, within
- 26 180 days of the effective date of this rule, develop procedures for routinely
- 27 determining the occupancy of each unit, including the identification of
- 28 whether at least one occupant of each unit is 55 years of age or older. Such
- 29 procedures may be part of a normal leasing or purchasing arrangement.
- 30 b. The procedures described in Subsection a must provide for regular
- 31 updates, through surveys or other means, of the initial information supplied
- 32 by the occupants of the housing facility or community. Such updates must
- 33 take place at least once every two years. A survey may include information
- 34 regarding whether any units are occupied by persons described in
- 35 Subsections (5)d.1, (5)d.3, and (5)d.4.
- 36 c. Any of the following documents are considered reliable documentation
- 37 of the age of the occupants of the housing facility or community:

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- 1 1. Driver's license;
- 2 2. Birth certificate;
- 3 3. Passport;
- 4 4. Immigration card;
- 5 5. Military identification;
- 6 6. Any other state, local, national, or international official documents
- 7 containing a birth date of comparable reliability; or
- 8 7. A certification in a lease, application, affidavit, or other document
- 9 signed by any member of the household age 18 or older asserting that at
- 10 least one person in the unit is 55 years of age or older.
- 11 d. A facility or community shall consider any one of the forms of
- 12 verification identified above as adequate for verification of age, provided
- 13 that it contains specific information about current age or date of birth.
- 14 e. The housing facility or community must establish and maintain
- 15 appropriate policies to require that occupants comply with the age
- 16 verification procedures required by this Subsection (7).
- 17 f. If the occupants of a particular dwelling unit refuse to comply with the
- 18 age verification procedures, the housing facility or community may, if it has
- 19 sufficient evidence, consider the unit to be occupied by at least one person
- 20 55 years of age or older. Such evidence may include:
 - 21 1. Government records or documents, such as a local household
 - 22 census;
 - 23 2. Prior forms or applications; or
 - 24 3. A statement from an individual who has personal knowledge of the
 - 25 age of the occupants. The individual's statement must set forth the basis
 - 26 for such knowledge and be signed under the penalty of perjury.
- 27 g. Surveys and verification procedures which comply with the
- 28 requirements of this Subsection (7) shall be admissible in administrative and
- 29 judicial proceedings for the purpose of verifying occupancy.
- 30 h. A summary of occupancy surveys shall be available for inspection upon
- 31 reasonable notice and request by any person.

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- 1 (8) Housing shall not fail to be considered housing for older persons if:
- 2 a. An individual who resides in such housing on or after September 13,
- 3 1988, does not meet the age requirements of this Subsection (e), provided
- 4 that any new occupant meets such age requirements;
- 5 b. One or more units are unoccupied, provided that any unoccupied units
- 6 are reserved for occupancy by individuals who meet the age requirements of
- 7 this Subsection (e); or
- 8 c. There are units occupied by employees of the housing (and family
- 9 members residing in the same unit) who do not meet the age requirements of
- 10 this Subsection (e), provided they perform substantial duties directly related
- 11 to the management or maintenance of the housing.
- 12 (9) A person shall not be personally liable for monetary damages for a violation
- 13 of this Subsection (e) if such person reasonably relied in good faith on the
- 14 application of the exemption under this Subsection relating to housing for older
- 15 persons.
- 16 a. For purposes of this Subsection (9), a person claiming the good faith
- 17 belief defense must have actual knowledge that the housing facility or
- 18 community has, through an authorized representative, asserted in writing
- 19 that it qualifies for a housing for older persons exemption.
- 20 b. Before the date on which the discrimination is claimed to have occurred,
- 21 a community or facility, through its authorized representatives, must certify,
- 22 in writing and under oath or affirmation, to the person subsequently claiming
- 23 the defense that it complies with the requirements for such an exemption as
- 24 housing for persons 55 years of age or older in order for such person to
- 25 claim the defense.
- 26 c. For purposes of this Subsection (9), an authorized representative of a
- 27 housing facility or community means the individual, committee,
- 28 management company, owner, or other entity having the responsibility for
- 29 adherence to the requirements established by this Subsection (e).
- 30 d. For purposes of this Subsection (9), a person means a natural person.
- 31 e. A person shall not be entitled to the good faith defense if the person has
- 32 actual knowledge that the housing facility or community does not, or will
- 33 not, qualify as housing for persons 55 years of age or older. Such a person
- 34 will be ineligible for the good faith defense regardless of whether the person
- 35 received the written assurance described in this Subsection (9).

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1 (10) A facility or community claiming an exemption under this Subsection (e)
2 shall register with the FCHR in accordance with Section 760.29(4)(e), Florida
3 Statutes (2009), or as that Section may thereafter be amended. The information
4 provided to the FCHR will be available to the public in accordance with the
5 provisions of Section 760.29(4)(e), Florida Statutes (2009), or as that Section
6 may thereafter be amended. The registration and documentation required by this
7 Subsection shall not substitute for proof of compliance with the requirements of
8 this Subsection. Failure to comply with the requirements of this Subsection shall
9 not disqualify a facility or community that otherwise qualifies for the exemption
10 provided in this Subsection.

11 (f) Nothing in this Article:

12 (1) Prohibits a person engaged in the business of furnishing appraisals of real
13 property from taking into consideration factors other than age, race, color,
14 religion, national origin, ancestry, disability, marital status, familial status, sex,
15 gender, gender identity or expression, or sexual orientation.

16 (2) Limits the applicability of any reasonable local restriction regarding the
17 maximum number of occupants permitted to occupy a dwelling.

18 (3) Requires that a dwelling be made available to an individual whose tenancy
19 would constitute a direct threat to the health or safety of other individuals or
20 whose tenancy would result in substantial physical damage to the property of
21 others.

22 (4) Prohibits conduct against a individual because such individual has been
23 convicted by any court of competent jurisdiction of the illegal manufacture or
24 distribution of a controlled substance as defined under Chapter 893, Florida
25 Statutes (2009), or as that Chapter may thereafter be amended.

26 **Section 5. Conflicts.**

27 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are
28 hereby repealed to the extent of such conflict, except to the extent of any conflicts with the
29 Tallahassee-Leon County 2010 Comprehensive Plan as amended, which provisions shall prevail
30 over any parts of this ordinance which are inconsistent, either in whole or in part, with the said
31 Comprehensive Plan.

32 **Section 6. Severability.**

33 If any provisions or portion of this Ordinance is declared by any court of competent
34 jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and
35 portions of this Ordinance shall remain in full force and effect.

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1 **Section 7. Effective Date.**

2 This ordinance shall have effect upon becoming law.

3 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon
4 County, Florida this ____ day of May, 2010.

5
6 LEON COUNTY, FLORIDA

7
8
9 By: _____
10 Bob Rackleff, Chairman
11 Board of County Commissioners

12
13 ATTESTED BY:
14 BOB INZER, CLERK OF THE COURT
15 LEON COUNTY, FLORIDA

16
17
18 By: _____
19 Bob Inzer, Clerk of Court
20 Leon County, Florida

21
22
23 APPROVED AS TO FORM:
24 COUNTY ATTORNEY'S OFFICE
25 LEON COUNTY, FLORIDA

26
27
28 By: _____
29 Herbert W. A. Thiele, Esq.
30 County Attorney

31

SUMMARY OF THE PROPOSED LEON COUNTY HUMAN RIGHTS ORDINANCE

Overview - The Ordinance Amends Chapter 9 of the Code of Laws of Leon County regarding human rights.

- Provides equal opportunity on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation (the protected classifications).
- Extends these protections to the areas of: (1) employment, (2) public accommodations and (3) housing.

Employment Discrimination

Discriminatory Employment Practices

- For an employer to: (i) fail or refuse to hire, discharge, promote, or discriminate against an individual with respect to compensation or other terms, conditions, or privileges; or (ii) to limit, segregate, or classify an employee in a way which would adversely affect the status of an employee.
- For a labor organization to exclude or expel an individual from membership, limit applicants for membership, or fail or refuse to refer an individual for employment in a way which would affect their employment opportunities.
- For an employment agency to discriminate against an individual; to discriminate against an individual in a training program; to publish an advertisement relating to employment that is discriminatory; or to elicit information about an employee's protected classifications, except as permitted and required by law.

General Provisions

- Employer may deny access to private areas, such as bathrooms, based on sex or gender. Does not require the construction of new or additional facilities.
- Employer not prohibited from requiring employees to adhere to reasonable dress and grooming standards during their hours at work.
- Upon receiving written notification that an employee is undergoing sex or gender transition, employer must: (i) provide reasonable access to adequate facilities that are not inconsistent with the sex or gender to which the employee is transitioning (for example, use of available single-occupancy or unisex facilities, or asking the employee to lock the door when using multi-stall facilities); and (ii) permit the employee to adhere to the same dress or grooming standards for the sex or gender to which the employee is transitioning.
- Does not preclude employers from taking adverse action against an individual based on a charge of harassment.
- Does not require the extension of employee benefits to unmarried couples.
- Does not repeal or modify provisions for veterans' preference in employment.

Exemptions for Religious Organizations

- The employment discrimination provisions of the proposed Ordinance do not apply to religious organizations that are exempt from the religious discrimination provisions of section 702(A) of title VII of the Civil Rights Act.
- Religious schools may limit hiring and employment to individuals of a particular religion.

Additional Exemptions from Discriminatory Employment Practices

- Bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise; seniority system; benefit plan; performance-based pay plan.
- Employment or training programs designed to benefit persons of a particular age group.
- Actions taken on the basis of marital status consistent with an antinepotism policy.
- Professionally developed or validated ability tests.

Key Definition - *Employer* defined as "...any person who has five or more employees for each working day in each of four or more calendar weeks in the current or preceding calendar year, and any such agent of such person."

Equal Access to Places of Public Accommodations

Discriminatory Practices - A person who owns or operates a place of public accommodation cannot: (i) deny full and equal enjoyment of the facilities and services of any place of public accommodation on the basis of an individual's protected classifications; or (ii) display or publish written communication which is to the effect that any of the facilities or services of a place of public accommodation will be denied to an individual or that such individual is unwelcome because of their protected classifications.

Exemptions from Discriminatory Practices

- Does not prohibit discrimination, on the basis of sex or gender, in private areas such as bathrooms.
- Does not apply to lodge halls or similar facilities of private organization, which are made available for public use occasionally or periodically.
- Does not prohibit religious organizations or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization from limiting the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation which it owns or operates, other than for a commercial purpose, to individuals of the same religion, or to individuals who subscribe to its tenets or beliefs, or from giving preference to such individuals.
- Does not apply to any private club or other establishment which is not open to the public, except to the extent they are made available to customers of another establishment which is a place of public accommodation. This exemption does not apply to institutions or clubs which has more than 400 members, provides meal services and payment for dues and fees.
- Does not prohibit special discounts.

Key Definition - *Public accommodation* is generally defined as a place of public accommodation owned or operated by a person including, but not limited to, lodgings, facilities principally engaged in selling food for consumption on the premises, gasoline stations, places of exhibition or entertainment, and other covered establishments. Examples of public accommodation examples are listed in the proposed Ordinance.

Fair Housing

Discriminatory Practices - To discriminate in the sale or rental of housing; in the provision of brokerage services; or in the financing of housing or residential real estate transactions.

Exemptions from Discriminatory Housing Practices

- Single-family and Multi-family Dwellings, under certain circumstances.
- Does not prohibit a religious organization or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization from limiting the sale, rental, or occupancy of any dwelling which it owns or operates for other than a commercial purpose to individuals of the same religion or from giving preference to such individuals, unless membership in such religion is restricted on account of race, color, or national origin.
- Does not prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial activity, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- Does not require any person renting or selling a dwelling constructed for first occupancy before March 13, 1991, to modify, alter, or adjust the dwelling in order to provide physical accessibility except as otherwise required by law.
- With respect to Housing for Older Persons, age or familial status does not apply.

- Does not prohibit a person engaged in the business of furnishing appraisals of real property from taking into consideration factors other than age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation.
- Does not limit the applicability of any reasonable local restriction regarding the maximum number of occupants permitted to occupy a dwelling.
- Does not require that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- Does not prohibit conduct against a individual because such individual has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined under Chapter 893, Florida Statutes (2009), or as that Chapter may thereafter be amended.

General Provisions

Key Definitions

Age shall mean chronological age greater than or equal to eighteen (18) years.

Gender is used interchangeably with sex and shall mean actual or perceived sex.

Gender identity or expression shall mean a gender-related identity, appearance, expression, or behavior of an individual, regardless of individual's assigned sex at birth.

Person shall mean and include an individual, association, corporation, joint apprenticeship committee, joint stock company, labor organization, legal representative, mutual company, partnership, receiver, trust, fiduciary, trustee in bankruptcy, unincorporated organization or any other legal or commercial entity; provided, however, a person shall not mean or include any federal, state, or local government entity, or any agency or unit of such entities to which the absolute protection of sovereign immunity extends.

Religious organization shall include a religious corporation, association, or society.

Sexual orientation shall mean an individual's actual heterosexuality, homosexuality or bisexuality, or the perception that an individual is heterosexual, bisexual, or homosexual, or an individual's actual or perceived association with individuals who maintain such orientation.

General Discriminatory Practices – (i) to retaliate or discriminate because an individual opposed a prohibited practice, or filed a complaint, testified, assisted or participated in an investigation or proceeding; or (ii) to coerce, intimidate, threaten or interfere with an individual with respect to any right granted or protected under this Chapter.

Private Cause of Action – An aggrieved individual may commence civil action in court against the person alleged to have committed a discriminatory practice within one year of the alleged occurrence.

Remedies – The court may: (i) issue an order prohibiting the discriminatory practice; and (ii) provide affirmative relief including a temporary or permanent injunction or other equitable relief, a temporary restraining order, an award of actual damages, including back pay, punitive damages, an award of reasonable attorney's fees, interest, and costs, or other such relief as the court deems appropriate.

Frivolous Unsupported Claims – Adopts Section 57.105, Florida Statutes, with regard to attorney's fees, sanctions for raising unsupported claims or defenses, service of motions, and damages for delay of litigation.

Sovereign Immunity – Pursuant to Florida Constitution, sovereign immunity cannot be waived; therefore the Ordinance does not apply to entities with sovereign immunity, but does not prevent such entities from enacting internal policies to extend protections not inconsistent with Federal and Florida laws.

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Board of County Commissioners
Leon County, Florida
www.leoncountyfl.gov

Agenda Item
Executive Summary

April 27, 2010

Title:

Request to Schedule the First and Only Public Hearing to Adopt a Proposed Ordinance Amending Chapter 9 of the Code of Laws of Leon County Regarding Human Rights for Tuesday, May 11, 2010 at 6:00 p.m.

Staff:

Parwez Alam, County Administrator *PA*
Herb Thiele, County Attorney *HT*
Kim Dressel, Senior Assistant to the County Administrator *Kim Dressel*

Issue Briefing:

This item requests the Board schedule the first and only public hearing to adopt a proposed Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights for Tuesday, May 11, 2010 at 6:00 p.m. (Attachment #1):

Fiscal Impact:

Adoption of the amended Human Rights Ordinance is anticipated to have limited fiscal impact to the County beyond staff costs associated with responding to questions concerning the Ordinance, assuming, as with any ordinance, it is not challenged in the Courts. If the Board further extends protections to its workforce by revising its personnel policy to prohibit harassment on the basis of gender identity or expression and to include the term "gender identity or expression" in those sections of the personnel policy on Equal Employment Opportunity practices prohibiting forms of discrimination, then there is anticipated to be a small increase in workload associated with staff training and the grievance resolution process.

Staff Recommendations:

- Option #1: Schedule the first and only public hearing to adopt a proposed Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights for Tuesday, May 11, 2010 at 6:00 p.m.
- Option #2: Direct staff to develop revised personnel policies, to extend protections on the basis of gender identity and expression, for the Board's consideration.

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Report and Discussion

Background:

On July 14, 2009, the Board adopted Resolution No. 09-38 which established the Leon County Human Relations Advisory Committee (HRAC) "...for the purpose of serving as an advisory and public policy sounding board and to study nondiscrimination and other human relations issues in Leon County..." and with the stated goal "...to study nondiscrimination and other human relations issues in Leon County and to report back to the Board with recommendations as applicable."

HRAC's report and draft ordinance were presented to the Board during its March 23, 2010 meeting. The Board accepted HRAC's report and directed staff of the County Attorney's and County Administrator's offices to work with the HRAC Chairman, Jim VanRiper, and return with an amended, legally sufficient draft ordinance at the April 27, 2010 meeting. The Board further directed staff to schedule a public hearing on the ordinance for May 11, 2010. In addition to working with Jim VanRiper, at his request staff worked on certain aspects of the draft ordinance with Jeff Peters, a member of the HRAC and an attorney. The amended Human Rights Ordinance is being presented, through this agenda item, for the Board's consideration.

Analysis:

In the preparation of the Ordinance, staff researched Florida's Civil Rights provisions (Chapter 760, Florida Statutes); the Federal Civil Rights Act; Florida city and county ordinances (including Palm Beach, Broward, Miami-Dade, Monroe, Pinellas, and Orange counties, and the cities of Gulf Port, Tampa and Gainesville); the Florida Constitution; existing case law; U.S. Equal Employment Opportunity Commission (EEOC) guidelines; and proposed federal legislation (H. R. 3017, introduced June 24, 2009, currently with 198 cosponsors).

Summary of the Ordinance's Provisions - The Ordinance provides equal opportunity to individuals, in the areas of employment, public accommodations and housing, regardless of their age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation (the protected classifications). The Ordinance defines:

- *Sexual orientation* as "...an individual's actual heterosexuality, homosexuality or bisexuality, or the perception that an individual is heterosexual, bisexual, or homosexual, or an individual's actual or perceived association with individuals who maintain such orientation";
- *Gender identity or expression* as "...a gender-related identity, appearance, expression, or behavior of an individual, regardless of an individual's assigned sex at birth"; and
- *Gender* as "...used interchangeably with sex and shall mean actual or perceived sex."

The Ordinance is organized into four sections: (1) General Provisions; (2) Employment Discrimination; (3) Equal Access to Places of Public Accommodations; and (4) Fair Housing.

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Section 1 – General Provisions (beginning on page 2 of the Ordinance) – Provides the following: (a) overall findings, policy and purpose (i.e., to protect and safeguard the right of opportunity for all individuals to be free from discrimination, to ensure individual an opportunity to live free of discrimination, etc.); (b) definitions applicable to the entire Chapter, unless a different meaning is given under another Article; (c) general discriminatory practices; (d) a private cause of action for an aggrieved individual to commence civil action in Court against the person alleged to have committed a discriminatory practice within one year of the alleged occurrence, remedies if a Court finds that a discriminatory practice has been or is about to be committed, and sanctions for raising frivolous claims as provided for in Section 57.105, Florida Statutes; and (e) a declaration that, pursuant to the Florida Constitution, sovereign immunity is not waived; therefore the Ordinance does not apply to entities with sovereign immunity. With regard to the provision of a private cause of action, the County Attorney has expressed a concern that creating such a remedy by local ordinance, where no such remedy exists under state, federal, or common law, may potentially expose the County to a challenge of the legal validity of the ordinance. No case or other authority has been found in the County Attorney’s research that expressly prohibits a local government from creating such a private cause of action by local ordinance as long as its provisions, like with this ordinance, are not preempted or are not in conflict with state or federal law. Although there have been cases reported in Florida in which the court recognized that the plaintiff’s private cause of action was established pursuant to a local ordinance, those cases were unclear as to whether the legal validity of the private cause of action was raised as a defense.

Section 2 – Employment Discrimination (beginning on page 7 of the Ordinance):

- Provides the general purpose for this Article (i.e., to secure for all individuals within Leon County the freedom from discrimination without regard to their protected classifications, similar to those protections already provided to workers in Florida based on race, color, religion, sex, national origin, age, disability and marital status). Unless otherwise exempt, the Ordinance applies to employers, employment agencies and labor organizations.
- Does not apply to employers with fewer than five employees. Information is provided later in this agenda item as to staff’s reasoning for retaining the 5+ employee threshold, which was previously included in HRAC’s draft ordinance.
- Summarizes areas in which the Ordinance does not apply, and what it does not require – many of which were derived from proposed federal legislation (H. R. 3017), as identified in the following section with an “*”.

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- *Does not apply to religious organizations, such as religious corporations, associations, and schools. The Ordinance uses the definition of a religious organization found in Title VII of the Civil Right Act, such that if an organization is exempt from Title VII's religious discrimination prohibitions, it will be exempt from the Ordinance;
 - *Does not preclude an employer from taking adverse action against an individual because of a charge of harassment against that individual, provided that rules and policies on harassment are designed for and uniformly applied to all individuals regardless of their protected classifications;
 - *Allows an employer to deny access to private areas, such as restrooms, provided the employer provides reasonable access to adequate facilities that are not inconsistent with the employee's sex or gender at the time of employment or upon written notification that the employee has undergone or is undergoing sex or gender transition, whichever is later;
 - *Does not require the construction of new or additional facilities;
 - *Does not prohibit an employer from requiring an employee, during their hours at work, to adhere to reasonable dress or grooming standards, provided the employer permits an employee who has undergone, or who is undergoing, sex or gender transition to adhere to the same dress or grooming standards for the sex or gender to which the employee has transitioned or is transitioning;
 - *Does not require an employer to treat an unmarried couple in the same manner as the employer treats a married couple for the purposes of employment benefits, but does not preclude an employer from extending benefits to unmarried couples; and
 - *Does not repeal or modify any law creating a special right or preference concerning employment for veterans.
- Provides definitions specific to the area of employment, including the definition of *employer* as "...any person who has five or more employees for each working day in each of four or more calendar weeks in the current or preceding calendar year, and any such agent of such person."
 - Identifies unlawful employment practices, discriminatory employment agency practices and discriminatory labor organization practices, including it being unlawful, on the basis of the protected classes:
 - To fail or refuse to hire, discharge, promote, or otherwise discriminate against an individual with respect to compensation or other terms, conditions, or privileges;
 - To limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee;
 - For an employment agency to fail or refuse to refer an individual for employment or otherwise discriminate against individuals, or classify or refer individuals for employment;

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- For a labor organization to exclude or expel an individual from membership, or limit, segregate, or classify membership for applicants for membership, or to classify or fail or refuse to refer an individual for employment in a way which would deprive or tend to deprive, limit, or adversely affect an individual's employment opportunities;
 - To discriminate against an individual in a training program providing apprenticeship or other training;
 - To publish an advertisement relating to employment, indicating a preference, limitation, specification, or discrimination; and
 - To elicit information about an employee's protected classifications, except as permitted and required by law.
- Provides exemptions in the area of employment, for example:
 - The Article does not apply to religious entities that are exempt from the religious discrimination provisions of title VII of the Civil Right Act pursuant to section 702(a) or 703(e)(2) of such Act, which includes certain schools, colleges, universities, other educational institutions, or institutions of learning. Such exemption language is included in Sections 9-28(a) and 9-28(b) of the Ordinance. Section 9.28(a) of the Ordinance further includes the exemption language found in Section 760.10(9), Florida Statutes.
 - The Article incorporates the exemptions contained in Section 760.10(8), Florida Statutes, including exemptions for:
 - (a) Bona fide occupational qualifications reasonably necessary for the performance of the particular employment to which such action or inaction is related;
 - (b) A Bona fide seniority system, a bona fide benefit plan, or a system which measures earnings by the quantity or quality of production;
 - (c) Taking or failing to take action on the basis of age, pursuant to law or regulation governing any employment or training program designed to benefit persons of a particular age group; and
 - (d) To take or fail to take any action on the basis of marital status if that status is prohibited under its antinepotism policy.
 - Incorporates an exemption, found in other ordinances, for professionally developed or validated ability tests.

Section 3 – Equal Access to Places of Public Accommodations (beginning on page 12 of the Ordinance):

- Provides the general purpose for this Article (i.e., to secure for all individuals within Leon County the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation without discrimination on the basis of their protected classifications, similar to those protections already provided in Florida based on race, color, national origin, sex, disability, familial status and religion).

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- Provides definitions, including the definition of a public accommodation, which was derived from Section 760.02(11), Florida Statutes and Gainesville's and Gulfport's ordinances (the provisions are similar to those found in other Florida local government ordinances).
- Makes it a prohibited act of discrimination for a person who owns or operates a place of public accommodation to: (a) deny or refuse to another individual the full and equal enjoyment of the facilities and services of any place of public accommodation on the basis of that individual's protected classifications; or (b) display or publish any written communication which is to the effect that any of the facilities and/or services of a place of public accommodation will be denied to any individual or that any such individual is unwelcome, objectionable or unacceptable because of that individual's protected classifications.
- Provides exemptions in the area of public accommodation, including exemptions for the following:
 - Lodge halls or similar facilities of private organization, which are made available for public use occasionally or periodically (consistent with Section 760.07, Florida Statutes);
 - The exemption allows religious organizations to limit the use of public accommodations it owns or operates, other than for commercial purposes, to individuals of the same religion or to individuals who subscribe to its tenets or beliefs, or to give preference to such individuals;
 - Exclusions included in Gulfport's ordinance, which are similar to exclusions identified in other ordinances, for: (a) dormitory lodging facilities and private facilities, such as rest rooms, shower rooms and bathhouses, on the basis of sex or gender; and (b) private clubs and other establishments, with fewer than 400 members, that are not open to the public; and
 - Exemptions for special discounts.

Section 4 – Fair Housing (beginning on page 15 of the Ordinance):

- Fair Housing provisions have not changed from Leon County's current Fair Housing Code, with the exception of the following: (a) protected classifications, consistent with employment and public accommodations, have been added; (b) the County Administrator's investigation requirements and the conciliation process have been removed; (c) the private cause of action and related provisions have been added (as these are common to the areas of employment, public accommodations and fair housing); and (d) the Federal and State of Florida provisions, currently provided in Leon County's Fair Housing Code through reference number, have been written.

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- Provides the general purpose for this Article (i.e., to promote through fair, orderly, and lawful procedure the opportunity for each individual so desiring to obtain housing of such individual's choice in Leon County, without discrimination on the basis of their protected classifications, similar to those protections already provided in Florida on the basis of race, color, national origin, sex, disability, familial status and religion). The County's housing code already extends these protections on the basis of sexual orientation.

Threshold to be Defined as an "Employer" - The Ordinance defines "Employer" as "...any person who has five or more employees for each working day in each of four or more calendar weeks in the current or preceding calendar year, and any such agent of such a person." Some Florida counties, with ordinances extending protections to individuals on the basis of sexual orientation and, in some cases gender identity or expression, set the minimum number of employees at 15 (Palm Beach, Broward and Monroe); others set the minimum number of employees at 5 (Miami-Dade and Pinellas) (Table 1).

Table 1 - Definition of "Employer" in Florida Counties with Ordinances Providing Protections Based on Sexual Orientation and/or Gender Identity/Expression		
County	Minimum # Employees	Time Period
Leon-Draft Ordinance	5	Each working day in each of 4+ calendar weeks in current or preceding calendar year
Palm Beach	15	Industry affecting commerce; for each working day in each of 4+ calendar weeks in current or preceding calendar year
Broward	15	For each working day in each of 20+ calendar weeks in current or preceding calendar year
Miami-Dade	5	In Miami-Dade County in each of 4+ calendar weeks in current calendar year
Monroe	15	Each working day in each of 20+ calendar weeks in current or preceding calendar year
Pinellas	5	Each working day in each of 13+ weeks, in current or preceding calendar year

An October 1, 2009 Federal General Accounting Office (GAO) report, which reviewed statutes from 22 states that prohibit discrimination in employment on the basis of sexual orientation and gender identity, found: (1) nine states cover employers having one or more employees; and (2) four states require more than six employees for coverage. The average minimum number of employees required for coverage under these states' statutes was five (Attachment #2).

Staff analyzed labor market information for Leon County to estimate the number of employers who would be covered under the Ordinance under a threshold of 5+ employees versus a threshold of 15+ employees (Table 2). Based on September 2009 data, approximately 898 private sector employers would be considered an "employer" with a threshold of 15+ employees, while 2,202 employers would be considered an "employer" with a threshold of 5+ employers (an increase of 1,304 employers (145% more than a threshold of 15+ employees)). On this basis, staff retained the 5 or more employee threshold, which was proposed in HRAC's draft ordinance, in the current Ordinance that is presented for the Board's consideration.

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Employers	Employers	Establishments (Businesses)
Employing 15+ Employees	898	1,383
Employing 5+ Employees	2,202	3,305
Difference	1,304	1,922
% Increase with 5+	145%	139%

Source: Florida Agency for Workforce Innovation, Labor Market Statistics Center, Quarterly Census of Employment and Wages Program, Prepared March 24, 2010

Protected Classifications - Table 3 identifies the classes protected under the Ordinance with the classes protected under other Florida counties' ordinances that extend protections on the basis of sexual orientation and gender or gender identity or expression (with the exception of Miami-Dade and Pinellas), to provide the Board with a broad understanding of the classes protected under such ordinances. Table 3 does not identify the exemptions provided under various county ordinances. Table 3 also includes, for informational purposes, the classes protected under Florida law (which does not extend to sexual orientation and gender identity or expression).

County	Area	Protected Classes											
		Age	Race	Color	Religion	Nat'l Origin	Ancestry	Disability/Handicap	Marital Status	Familial Status	Sex/Gender	Gender Identity /Exp.	Sexual Orient.
Leon-Draft Ordinance	Emp	X	X	X	X	X	X	X	X	X	X	X	X
	Pub.Accom	X	X	X	X	X	X	X	X	X	X	X	X
	Housing	X	X	X	X	X	X	X	X	X	X	X	X
Palm Beach	Emp	X	X	X	X	X		X	X	X	X	X	X
	Pub.Accom	X	X	X	X	X		X	X	X	X	X	X
	Housing	X	X	X	X	X		X	X	X	X	X	X
*Broward	Emp	X	X	X	X	X		X	X		X	X	X
	Pub.Accom	X	X	X	X	X		X	X		X	X	X
	Housing	X	X	X	X	X		X	X	X	X	X	X
*Miami-Dade	Emp	X	X	X	X	X	X	X	X	X	X		X
	Pub.Accom	X	X	X	X	X	X	X	X	X	X		X
	Housing	X	X	X	X	X	X	X	X	X	X		X
Monroe	Emp	X	X	X	X	X	X	X		X	X	X	X
	Pub.Accom	X	X	X	X	X	X	X		X	X	X	X
	Housing	X	X	X	X	X	X	X		X	X	X	X
Pinellas	Emp	X	X	X	X	X		X	X		X		X
	Pub.Accom		X	X	X	X		X		X	X		X
	Housing		X	X	X	X		X		X	X		X
*Orange	Housing		X	X	X	X		X		X	X	X	X
State of Florida	Emp	X	X	X	X	X		X	X		X		
	Pub.Accom		X	X	X	X		X		X	X		
	Housing		X	X	X	X		X		X	X		

* Broward - Employment, Public Accommodations, Housing- Also protects Political Affiliation, Pregnancy
Miami-Dade - Employment, Public Accommodations, Housing - Also protects Pregnancy
Orange - Definition of "sexual orientation" includes gender identity or expression

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Letter from the Alliance Defense Fund (ADF) – ADF sent Commissioners a letter dated April 7, 2010 regarding its concerns with HRAC’s draft ordinance, which was presented to the Board during its March 23, 2010 meeting (Attachment #3). Staff believes some of the concerns raised by ADF have been addressed in the revised Ordinance, presented under this agenda item.

- ADF expressed concern, for example, the proposed Ordinance creates unmanageable privacy issues for employers and individuals employed within the County, with respect to privacy issues. The Ordinance does provide the ability for employers (Section 9-25(c)) and public accommodations (Section 9-43(c)) to limit access in private areas, such as rest rooms, based on sex and gender. Further, the Ordinance stipulates that employers are not required to construct new or additional facilities (Section 9-25(b)).
- ADF expressed concern that the proposed Ordinance would be inconsistent with Florida’s definition of marriage in regard to benefits for same-sex “spouses.” Marriage is defined, under Article I, Section 27 of Florida’s Constitution as follows, “...Inasmuch as marriage is the legal union of only one man and one woman as husband and wife, no other legal union that is treated as marriage or the substantial equivalent thereof shall be valid or recognized.” The Ordinance does not address marriage and does not require an employer or any other party to treat an unmarried couple in the same manner as a married couple for the purposes of employee benefits, etc. (Section 9-25(f)).
- ADF expressed concern that that the proposed Ordinance will subject religious organizations to increased litigation and costs. While the Ordinance provides an exemption for religious organizations, consistent with Title VII, the Civil Rights Act, and the State of Florida’s Civil Rights Act, it does not provide an exemption for individuals’ religious beliefs. ADF appears to be seeking an exemption for individuals’ religious beliefs.

With respect to employment, classifications protected under federal law currently raise workplace issues relative to religious beliefs held by individuals. For example, the federal EEOC recently issued guidance on a workplace issue involving a Muslim employee who refuses, based on his religious beliefs, to shake hands with women. Staff is aware of a situation similar to this, which occurred within Leon County government’s workforce.

According to the EEOC’s February 28, 2010 discussion letter, Title VII of the Civil Rights Act of 1964 (Title VII), as amended, 42 U.S.C. § 2000e et seq., prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin. Title VII provides that, once an employer is on notice that an employee’s sincerely-held religious belief, practice, or observance conflicts with a work requirement or policy, it must provide a reasonable accommodation enabling the employee to exercise his beliefs, unless doing so would pose an undue hardship. A religious accommodation poses an undue hardship if it involves “more than de minimis cost” to the operation of the employer’s business.

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According to the EEOC's letter, the question here is whether it is an undue hardship for the employer to accommodate its Muslim employee's religious practice of not shaking hands with women. The EEOC advised it is not aware of any decisions in which federal courts have decided whether such an accommodation poses an undue hardship due to co-workers' reactions. With respect to accommodating religious expression generally, however, the EEOC advised that the courts have found, and the Commission has stated, that encroaching on co-workers' ability to perform their duties or subjecting or threatening to subject co-workers to a hostile work environment "will generally constitute undue hardship." For example, the EEOC advised that in Wilson v. U.S. West Communications, the court concluded that an employer was not required to accommodate the plaintiff's wearing of a graphic anti-abortion button at work where doing so caused serious disruptions among co-workers. In Peterson v. Hewlett-Packard Company, where, in response to a diversity program, the plaintiff posted controversial biblical verses that targeted some of his co-workers and were "intended to be hurtful," the court found that allowing the posters would be an undue hardship for the employer. In assessing the potential for sex discrimination, the EEOC noted an important question is whether the Muslim employee implements his "no handshake" practice in a neutral manner or, by contrast, whether he does so in a manner that is actually hostile or demeaning to women.

The exemption for religious organizations, provided by the Ordinance (Section 9-28(a) and (b)), is broader than that found in some other Florida local government ordinances that staff reviewed, most of which generally permit religious organizations to give preference to those of the same religion, or to people whose employment is in accord with the tenets of their religions, but do not otherwise exclude them.

The GAO's July 9, 2002 report included a review of the exemptions for religious organizations provided by the state ordinances that were in place at that time. According to the GAO, the state exemptions vary in language, but generally permit religious organizations to give preference to those of the same religion, or to people whose employment is in accord with the tenets of their religions – consistent with the type of exemptions commonly found in Florida local government ordinances. The GAO noted that Minnesota has an exemption that does not apply to secular business activities engaged in by religious associations.

With respect to the public accommodation provisions in the Ordinance, the services of a photographer's studio or catering establishment, for example, would arguably be required to be provided equally to individuals of all protected classes if their business establishment meets the definition of public accommodation (Section 9-41 and 9-42(a)).

While the exemption for religious purposes may not be as broad as the ADF would prefer, in that it extends to religious organizations but not to individuals, it is broader than that found some other local ordinances in Florida and in other state ordinances. It is also broader than the HRAC would have preferred.

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Extending Protections on the Basis of Sexual Orientation and Gender Identity or Expression - The HRAC's report provided the following to the Board during its March 23, 2010 meeting:

- A copy of the Williams Institute report, dated September, 2009, which contained examples of employment discrimination in Florida based on sexual orientation and gender identity (Attachment #4).
- A summary of a survey released last fall by Petra Doan, associate professor of Urban and Regional Planning at Florida State University, of lesbian, gay, bisexual and transgendered (LGBT) residents of the Tallahassee. 450 questionnaires were sent to the Family Tree, the Metropolitan Community Church, the Prime-Timers group, the FSU LGBT Student Union, and the local transgender support group. 127 questionnaires were returned from 66 lesbian women, 47 gay men, 7 bisexual women, 3 bisexual men and 4 transgendered individuals. The survey found 46% of the respondents experienced verbal harassment; 18% experienced some form of discrimination in housing or employment; and 13% indicated they experienced physical harassment while living in Tallahassee (Attachment #5).
- A copy of the 2009 Soul of the Community report of the study conducted by the Knight Foundation and Gallup, which explored the link between economic growth and residents' emotional attachment towards where they live. Gallup interviewed about 400 randomly selected adults and found that 12 percent of the community at-large felt strongly that Tallahassee is a welcoming place for gays and lesbians, which was down from 17 percent the previous year, according to Katherine Loflin, lead consultant on the survey.
- A summary of the human rights ordinances and local policies enacted in Florida by local governments (Attachment #6).

State Laws - According to an October 1, 2009 report prepared by the GAO, while federal law does not prohibit discrimination in employment on the basis of sexual orientation, 21 states and the District of Columbia provide such protection in their statutes. These states are California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Iowa, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, New Mexico, New York, Oregon, Rhode Island, Vermont, Washington, and Wisconsin. Thirteen of these states also have statutes explicitly prohibiting discrimination in employment on the basis of gender identity.

Few Complaints of Sexual Orientation Discrimination in Employment Filed - A July 9, 2002 GAO report found that, in those states with a law making it illegal to discriminate in employment on the basis of sexual orientation, relatively few complaints of such discrimination have been made. GAO evaluated data from twelve states that had statutes prohibiting discrimination on the basis of sexual orientation. Only six states reported cases of discrimination in employment on the basis of sexual orientation equal to or exceeding 3% of the total employment discrimination cases for either 2000 or 2001. Sexual orientation cases in 2001, as a percentage of total employment discrimination cases, ranged from a high of 9% in the District of Columbia to a low of 1.3% in New Jersey, and averaged 3% for the 12 states (Attachment #7).

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The GAO provided updated data in its October 1, 2009 report. For states with employment discrimination laws in the areas of sexual orientation and gender identity, on average sexual orientation cases accounted for 3.6% of the total FY 08/09 employment discrimination cases and gender identity cases accounted for 0.39% of the total FY 08/09 employment discrimination cases (Attachment #7). Some states do not separately track gender identity cases, and include them with sex discrimination, sexual orientation discrimination, or discrimination based on an individual's disability.

Hate Crime Statistics - The Office of the Florida Attorney General prepares an annual Hate Crimes in Florida Report, in accordance with the 1989 Hate Crimes Reporting Act, which contains data reported by individual local law enforcement agencies to the Florida Department of Law Enforcement. Hate crimes are acts committed as an expression of hatred towards another because of personal characteristics. For the five calendar years of 2004 through 2008, 6% of the hate crimes in Florida were based on sexual orientation (Attachment #8). During that same five-year period, seven hate crimes were reported for Leon County (three in 2008, three in 2006 and one in 2005 – none were reported for 2007 and 2005). Three of the seven hate crimes reported for the Leon County, during the five-year period, were based on sexual orientation (43% of the total) (Attachment #8).

County Policy - Staff recommends that, if the Board approves this Ordinance for public hearing, it direct staff to develop revised personnel policies to extend protections on the basis of gender identity and expression for the Board's consideration (personnel policies currently provide protections on the basis of sexual orientation).

Options:

1. Schedule the first and only public hearing to adopt a proposed Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights for Tuesday, May 11, 2010 at 6:00 p.m.
2. Direct staff to develop revised personnel policies, to extend protections on the basis of gender identity and expression, for the Board's consideration.
3. Do not schedule the first and only public hearing to adopt a proposed Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights for Tuesday, May 11, 2010 at 6:00 p.m.
4. Do not direct staff to develop revised personnel policies, to extend protections on the basis of gender identity and expression, for the Board's consideration.
5. Board Direction.

Recommendations:

Options #1 and #2.

Attachment # 3
Page 13 of 13

Title: Request to Schedule the First and Only Public Hearing to Adopt a Proposed Ordinance Amending Chapter 9 of the Code of Laws of Leon County Regarding Human Rights for Tuesday, May 11, 2010 at 6:00 p.m
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Attachments:

1. Proposed Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights Draft Human Rights Ordinance
2. State Statutes – Minimum Number of Employees Required for Coverage (source: GAO-10-135R)
3. Alliance Defense Fund Letter Dated April 7, 2010
4. Memorandum from the Williams Institute
5. Executive Summary – LGBT Discrimination in Tallahassee
6. Florida Equality’s List and Map of Human Rights Ordinances – Local Policies
7. 2001 Sexual Orientation Cases (source: GAO-02-878R) and FY 2008/2009 Sexual Orientation and Gender Identity Cases (source: GAO010-135R)
8. Hate Crimes in Florida

**NOTE: THE ATTACHMENTS TO THE APRIL 27, 2010 AGENDA ITEM
ARE NOT RELEVANT TO THE ISSUES ADDRESSED IN THIS AGENDA
ITEM, AND HAVE BEEN INTENTIONALLY OMITTED**

19. Conduct First and Only Public Hearing Amending Chapter 9 of the Code of Laws of Leon County Regarding Human Rights

Pursuant to the attached legal notice, a public hearing was conducted.

Chairman Rackleff asked that civility and respect be extended and recognized to all individuals speaking on this topic. He stated that based on comments by Commissioners regarding proposed changes to the Ordinance, he proposed that the Board engage in discussion regarding any significant changes to be offered on the Ordinance.

Commissioner Desloge expressed concerns with the employment section of the ordinance and its burden on small businesses. He indicated that he could support strengthening of the housing area and the inclusion of reasonable access; however he struggled with the employment portion and the additional problems that would be created.

Commissioner Dailey thanked residents and notably Senator Dave Aronberg for their interest in this topic and attending the public hearing. He shared that throughout his many conversations with members of the community regarding the proposed Ordinance; the common concern expressed was over the employment portion of the Ordinance. He continued that should the proposed language be adopted, Leon County would be the only community in the State that would have judicial as the remedy for private cause of action. He reminded fellow Commissioners that the initial recommendation brought forward by the Human Rights Advisory Committee (HRAC) as a remedy for private cause of action was to handle administratively; however, the Board did not approve this recommendation due to the additional burden it would place on the County to handle these issues internally. He opined that a revision from judicial to administrative would have the endorsement of the business community. He suggested that the public hearing be postponed and that the Board consider amending the language to establish an administrative and not judicial process for private cause of action. He advised that a public hearing date could be established tonight so as to ensure that the item would be brought back for public input and consideration.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, to postpone the Ordinance to allow time for appropriate parties to rewrite the judicial remedy for private cause of action to an administrative procedure for private cause of action.

Commissioner Akinyemi thanked everyone for their attendance and their interest in this matter. He stated that his support for the Ordinance was unconditional; however, did express concern about its impact on small businesses. Commissioner Akinyemi offered two amendments for the Board's consideration: 1) add mediation as first cause of action (page 4, line 30), and 2) change business size to a graduated scale from 15 to 5 employees (page 8, line 20). A copy of Commissioner Akinyemi's proposed language is attached. He concluded that doing nothing is not an option.

Commissioner Proctor proclaimed that the public hearing should be conducted and a vote taken tonight and that he was prepared to vote in support of the Ordinance. He acknowledged that although he had advocated for the issue be presented and decided on by the voters, he "has succumbed" that this will be a vote of the Commission. He questioned why churches were being granted governmental sovereign immunity and asserted that discrimination cases should be argued before the Courts and not be handled through an administrative process.

Commissioner Proctor moved, duly seconded by Commissioner Sauls, to approve Option #1: Conduct first and only public hearing and adopt the Ordinance amending Chapter 9 of the Code of Laws of Leon County regarding Human Rights.

Commissioner Sauls maintained her position that this issue should be brought forward on the ballot for the voters to determine; however, she was prepared to hear public testimony tonight and for the Board to vote the issue “up or down”.

Commissioner Dailey, in light of the opinions expressed by the Board, withdrew his motion.

Commissioner Thael opined that some of the concerns regarding claims of discrimination against businesses may be overstated and pointed out that the ordinance proclaims that the County does not believe in discrimination. He also clarified that mediation was included in the proposed language.

Kim Dressel, Senior Assistant to the County Administrator at the request of the Board provided a detailed synopsis of the Ordinance.

Chairman Rackleff invited Jim Van Riper, Chairman of the Human Rights Advisory Committee, to provide a rundown on the Committee’s actions and the development of the Ordinance.

The following individuals appeared and spoke in favor of the Ordinance:

- Jim Van Riper, 2024 Ted Hines Dr.
- Thomas Jefferds, Jr., 1204 Carraway St.
- Senator Dave Aronberg, 405 Senate Office Bldg.
- Susan Gage, 1407 S. Meridian St.
- Amanda James, 485 Forest Green Dr.
- George Brophy, 6744 Johnstown Loop
- Jeff Peters, 3539 Apalachee Parkway
- Sheila Ortiz-Taylor, 4146 Diplomacy Circle
- Jon Ausman, 2202 Woodlawn Dr.
- Joy Lynn Lewis, 4146 Diplomacy Circle
- Yolanda Fairell, 1800 Miccosukee Commons Rd.
- Isabelle Potts, 1407 S. Meridian St.
- Chris Gorsuch, 963 Victory Garden Dr.
- Linda Wright, 502 Middlebrooks Ct.
- Reverend Mark Byrd, 1288 Mosswood Chase
- Larry Martin, 8311 Clearlake Lane
- Brian Lee, 1603 Sauls St., Leon County Democratic Party
- Kim Ross, 1603 Sauls St.
- Linda Miklowitz, 2542 Arthur’s Ct.
- Scott Campbell, 918 Tamarack Ave.
- Winnie Miles, 919 W. King St., Quincy
- Carolyn Allen, 919 W. King St., Quincy
- Marcy MacDonell, 1007 Cap Tram Rd.
- John Hudson, 2132 Atchena Nene
- Elizabeth Woodsmall, 1510 Twin Lakes Circle
- Rebecca MacDonell, 1007 Cap Tram Rd.
- Glenn Belay, 1404 S. Magnolia Dr.
- Rachel Cornwell, 3700 Capital Circle SE
- Sean Stanley, 3067 Hawks Landing Dr.
- Marilyn Wills, 2326 Kilkenney Dr., West, League of Woman Voters
- Edward Denham, 930 Alachua Ave.
- Agnes Furey, 3053 Rain Valley Circle
- Jackie Madsden, 5624 Doonesbury Way
- Cody Traweek, 5624 Doonesbury Way

- David Conroy, 3214 Whitney Dr.
- Brant Copeland, 1110 Sandhurst Dr.
- Gregg Cooley, 301 Hoffman Dr.
- Jeffrey Butirro, 1415-C McCauley Rd.
- Joseph Kikta, 918 Abbiegail Dr.
- Jim Walker, 705 Okaloosa St.
- Kristin DeHan, 705 Okaloosa St.
- Paul Stewart, 8193 Wenonga Court
- Joanne Taylor, 2921 Foxcroft Dr.
- Lisa Comingore, 2719 W. Tharpe St.
- David Luke, 1603 Valley Rd.
- Gerald Edwards, 1603 Valley Rd.
- Jessica Tice, 1512 Callen St.
- Lee Johnson, 2121 Trescott Dr. with suggested revision
- Ed Deaton, 9601 Miccosukee Rd.
- Dr. Annie Tuttle, 2118 Old Fort Dr.
- Scarlett Sinclair, 700 W. Virginia St.
- Petra Doan, 3342 Nottingham Dr.
- Elizabeth Kamphausen, 3342 Nottingham Dr.
- Anna Lee, 847 E. Park Ave.
- Carlos Alvarez, 1451 Lafayette Cove Rd.
- Ralph Mason, 3105 N. Shannon Lakes Dr.
- Kara McNeely, 2458 Goldenrod Way
- Christy Crandall, 2205 Atapha Nene
- Marion Banzhaf, 1528-B Pullen Rd.
- John Corrigan Byrne, 423 All Saints Dr.
- Chelsea Rice, 1409 Branch St.
- Loren Rice, 1409 Branch St.
- Margeaux Mutz, 1132 E. Tennessee St.
- Rev. Paul Anway, 1951 N. Meridian Rd., United Church of Tallahassee
- Rahni Spencer, 1612 Levy Ave.
- Stephanie Rubanowice, 1816 Wales Dr.
- Danielle Holbrook, 4212 E. Jennings
- Lynn Hartmann, 1172 Brafforton Dr.
- Edward Kring, 1147 Academic Way
- Kevin Koelemij, 2225 Amelia Circle
- Sarah Tso, 1132 E. Tennessee St.
- Emory Hingst, 1507 Payne St., St. Stephen Lutheran Church, Emeritus
- Rosa Lovett, 14090 High Hill Circle
- Philip Coltharp, 2750 Old St. Augustine Rd.
- Debo Powers, 9601 Miccosukee Rd., Principle Schools of Arts & Sciences
- Shani Hervey, 1753 Augustine Place
- Edward Osburn, 1909 Grimes Lane
- Ginny Smith, 3148 Oak Hammock Lane
- Rick Minor, 3400 Old Bainbridge Rd.
- Katrice Brown, 1011 Crossing Brook Way
- Chip Collette, P.O. Box 10161, with suggested revisions
- Kristopher Ferrell, 1514 Dacron Dr.
- Jeff Smerling, 429 W. 6th Ave.
- Kathleen O'Neal, 700 N. Woodward Ave.
- David Simison, 1818 Doris Dr.

May 11, 2010

The following individuals appeared and spoke in opposition to or delay of the Ordinance:

- Pam Olsen, 2820 Sharer Rd. International House of Prayer
- Rick Malphurs, 6538 Treasure Oaks Circle
- Sallie Hallmark, 1111 Copper Creek Ct.
- Reverend Randy Ray, 5028 Centennial Oak Circle, North Florida Baptist Church
- Steven Davis, 510 W. Tennessee St., Haven of Rest Rescue Mission
- Paul Hatfield, P.O. Box 5106
- Bill Snyder, 10450 Veterans Memorial Dr.
- Larry Perry, 2801 Thomasville Rd., Freedom Church
- Thomas LeDuc, 7932 Briancreek Rd.
- Greg Roberts, 2898 Bell Dr., Indian Springs Baptist Church
- Don Wesolowski, 2201 High Rd.
- Michael Sheedy, 3037 Stillwood Ct.
- Bobby Kelly, 1428 Ox Bottom Rd.
- Roger Wynn, 11255 Bucklake Rd.
- Nathan Dunn, 2553 Noble Court
- Alan Townsend, 9438 Wakulla Springs Rd.
- Mina O'Connell
- Carol Kio-Green, 4823 Sullivan Rd.
- Lisa Gaines
- Marcia Jones, 400 Capital Circle SE
- Carol Kio-Green, 4823 Sullivan Rd.

Chairman Rackleff closed the public hearing.

Commissioner Thael in response to comments made by some of the speakers established with County Attorney Thiele, for the record, that there was nothing at this time in Federal Law that provides protections for sexual orientation or identity.

Chairman Rackleff established that there was a current motion on the floor to approve the proposed ordinance.

Commissioner Desloge responded to some of the comments directed to him and Commissioner Sauls, due to their voiced opposition to the proposed ordinance. He asserted that the ordinance was a "poor piece of legislation" and created a system that penalizes the small business owner. He also pointed out that it did not apply to the public sector and thus only about 15% of the workforce would be protected. He submitted that the role of government was to protect people and that he would vote in opposition to the proposed ordinance because this is not a moral issue and poor public policy.

Commissioner Akinyemi stated that he was very pleased and proud of the proposed ordinance and the protections it will allow. He explained that the ordinance would expand protections to two additional classes, for a total of 12 and would provide protections for all 12 classes in public accommodation and employment.

Commissioner Thael commented that this process would move us forward as a society and the time has come to stop thinking about differences and look to common humanities. He noted that although the ordinance was not perfect and he had some concerns, he will vote in favor of its passage as changes can be made as necessary. He thanked everyone for their patience and civility during this process.

Commissioner Dailey stated that he looked forward to supporting the ordinance.

Commissioner Sauls declared that she has not supported this issue from the beginning and continues to have concerns about its impact on the business community. She pointed out that the churches have not been held harmless. She referenced comments and information brought forward by Carol Kio-Green that the Board did not have authority to take this action and asked Mr. Thiele to respond. Mr. Thiele opined that the County as a Charter County has Home Rule Authority to adopt the ordinance.

Chairman Rackleff stated that he was very proud of all individuals who spoke and were committed to this issue. He conveyed that he has a strong public policy of commitment to the ordinance and as the proud father of a gay son wanted Leon County to be known as a welcoming community. He expressed his support for the LGBT community and looked forward to providing them the same rights as other citizens in the community.

The motion to approve Option 1: Conduct first and only public hearing and adopt the Ordinance amending Chapter 9 of the Code of laws of Leon County regarding Human Rights carried 5-2 (Commissioners Desloge and Sauls in opposition).

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The 2016 Florida Statutes

[Title XLV](#)
TORTS

[Chapter 768](#)
NEGLIGENCE

[View Entire Chapter](#)

768.73 Punitive damages; limitation.—

(1)(a) Except as provided in paragraphs (b) and (c), an award of punitive damages may not exceed the greater of:

1. Three times the amount of compensatory damages awarded to each claimant entitled thereto, consistent with the remaining provisions of this section; or
2. The sum of \$500,000.

(b) Where the fact finder determines that the wrongful conduct proven under this section was motivated solely by unreasonable financial gain and determines that the unreasonably dangerous nature of the conduct, together with the high likelihood of injury resulting from the conduct, was actually known by the managing agent, director, officer, or other person responsible for making policy decisions on behalf of the defendant, it may award an amount of punitive damages not to exceed the greater of:

1. Four times the amount of compensatory damages awarded to each claimant entitled thereto, consistent with the remaining provisions of this section; or
2. The sum of \$2 million.

(c) Where the fact finder determines that at the time of injury the defendant had a specific intent to harm the claimant and determines that the defendant's conduct did in fact harm the claimant, there shall be no cap on punitive damages.

(d) This subsection is not intended to prohibit an appropriate court from exercising its jurisdiction under s. [768.74](#) in determining the reasonableness of an award of punitive damages that is less than three times the amount of compensatory damages.

(2)(a) Except as provided in paragraph (b), punitive damages may not be awarded against a defendant in a civil action if that defendant establishes, before trial, that punitive damages have previously been awarded against that defendant in any state or federal court in any action alleging harm from the same act or single course of conduct for which the claimant seeks compensatory damages. For purposes of a civil action, the term "the same act or single course of conduct" includes acts resulting in the same manufacturing defects, acts resulting in the same defects in design, or failure to warn of the same hazards, with respect to similar units of a product.

(b) In subsequent civil actions involving the same act or single course of conduct for which punitive damages have already been awarded, if the court determines by clear and convincing evidence that the amount of prior punitive damages awarded was insufficient to punish that defendant's behavior, the court may permit a jury to consider an award of subsequent punitive damages. In permitting a jury to consider awarding subsequent punitive damages, the court shall make specific findings of fact in the record to support its conclusion. In addition, the court may consider whether the defendant's act or course of conduct has ceased. Any subsequent punitive damage awards must be reduced by the amount of any earlier punitive damage awards rendered in state or federal court.

(3) The claimant attorney's fees, if payable from the judgment, are, to the extent that the fees are based on the punitive damages, calculated based on the final judgment for punitive damages. This subsection does not limit the payment of attorney's fees based upon an award of damages other than punitive damages.

(4) The jury may neither be instructed nor informed as to the provisions of this section.

(5) The provisions of this section shall be applied to all causes of action arising after the effective date of this act.

History.—ss. 52, 65, ch. 86-160; s. 1, ch. 87-42; s. 5, ch. 87-50; s. 1, ch. 88-335; s. 71, ch. 91-282; ss. 2, 3, ch. 92-85; s. 16, ch. 97-94; s. 23, ch. 99-225.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #18

Leon County Board of County Commissioners

Agenda Item #18

May 9, 2017

To: Honorable Chairman and Members of the Board

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

Title: Resolution Extending the Moratorium Presently in Effect to Review Communication Antenna Support Structures Deployment in the County's Rights-of-Way

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Jessica Icerman, Assistant County Attorney

Statement of Issue:

This agenda item seeks the Board's adoption of a Resolution to extend the Moratorium presently in effect by an additional 120 days to review Communication Antenna Support Structures Deployment in the County's right-of-ways.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt the Resolution extending the Moratorium presently in effect by an additional 120 days to review Communication Antenna Support Structures Deployment in the County's right-of-ways (Attachment #1).

Report and Discussion

Background:

On December 13, 2016, the Board adopted Resolution 16-41 (Attachment #2) thereby establishing a temporary cessation of the acceptance of permit applications for the placement, construction or installation of wireless communications structures and/or facilities in the County's rights-of-way. This temporary cessation is set to expire upon the adoption of amendments to the Code of Laws of Leon County providing 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 on June 14, 2017, whichever occurs first. For the reasons stated below, this agenda item requests Board consideration of a Resolution extending the Moratorium presently in effect by an additional 120 days (Attachment #1).

Analysis:

The Board accepted a Status Report on emerging wireless communication facilities on December 13, 2016 (Attachment #3). Since that time, staff has been further researching communications law and Leon County's regulations on communications facilities in the rights-of-way, and has been closely following the current legislation proposing to preempt local governments on regulating many aspects of wireless communications structures/facilities within the rights-of-way. Staff has also created an interdepartmental/intergovernmental working group, called the Cell Tower Workgroup, to identify concerns and to draft and review proposed amendments to the Code. To date, the Cell Tower Workgroup has met five times and consists of the County Attorney's Office, County Administration, Public Works, Development Support and Environmental Management, City of Tallahassee ("COT") City Attorney's Office, COT Real Estate, COT Electric, and Talquin Electric Cooperative. The Cell Tower Workgroup has met with industry representatives to learn about the emerging technologies and their general position on local government regulations. Staff has also met with FDOT to discuss how FDOT is handling requests for communications structures/facilities within the rights-of-way and the legalities of such facilities within the rights-of-way.

Proposed Legislation

The Senate has introduced SB 596, adding a new section to 337.401, *Florida Statutes*, called the Advanced Wireless Infrastructure Deployment Act ("AWIDA") (Attachment #4). The AWIDA has made significant movement in the Senate, passing three Committees with significant amendments made during each Committee stop. Similarly, HB 687 has moved through both of its Committees. A Committee Substitute was filed on April 24th, bringing the House bill substantially in line with the Senate bill. Rates for collocation of small wireless facilities on poles appears to be the last substantive issue remaining between the Senate and House versions of the bill; SB 596 would cap this rate at \$100 annually per pole, while HB 687 would cap the rate at \$150 annually per pole. As of the drafting of this item, the proposed bills have not gone to the full Senate or House chambers for a vote.

If SB 596/HB 687 ultimately become law, the County may be preempted or prohibited from regulating the following, subject to any additional amendments that may be made after the drafting of this agenda item:

- Regulation of placement or operation of communications facilities in the rights-of-way except as provided in the AWIDA or as specifically required by state law;
- Placement of communications facilities on a specific utility pole or category of poles;
- Requiring multiple communications facilities on one pole;
- Requiring an applicant to perform services or make in-kind contributions such as reserving fiber, conduit, or pole space;
- Minimum separation distances between communication facilities;
- Review time frames for permit applications;
- Height restrictions;
- Accepting consolidated permit applications;
- Rates to collocate on a utility pole; and
- Fees for routine maintenance, replacement of existing facilities, and installation of micro wireless facilities.

Overall, if SB 596/HB 687 passes, local governments will be preempted or restricted from regulating several aspects of the placement of wireless communications structures/facilities within the rights-of-way. Legislative session is scheduled to end on May 5th. Due to agenda deadlines, it is unclear if SB 596 will pass and in what form. Staff can provide an update on the legislation at the Board meeting. As a result of the uncertainty and the need to broaden the scope of amendments to the code as described below, staff requires additional time to draft an ordinance that complies with existing communications law and any new legislation.

Scope of Amendments to Code

Further research into federal and state communications law and the Code has revealed the need for the County to adopt regulations for at-grade and below-grade communications facilities in addition to wireless communications facilities. Currently, at-grade and below-grade communications facilities are not explicitly regulated by the County. Federal and state law prohibit unreasonable discrimination among providers of functionally equivalent services. In an effort to prevent any claims of discrimination, the County Attorney's Office has opined that an ordinance regulating all communications facilities, not just wireless communications facilities, is necessary. Therefore, the ordinance previously believed to be sufficient has significantly expanded in scope. This expansion requires additional time to develop the regulations and work with additional industry members to fully vet the proposed ordinance before it reaches the Board.

Stakeholder Review

Stakeholder review is essential for an ordinance of this magnitude. The rescheduling of the June meeting from June 13th to June 20th requires an ordinance to be brought to the Board's May 23rd meeting since the moratorium expires June 14th. This time constraint does not permit review by stakeholders. Due to these time constraints, an extension of the moratorium by an additional 120 days is necessary. Staff plans to have a draft ordinance ready shortly after the legislative session ends. Staff has already scheduled a meeting for May 25th with stakeholders to obtain feedback on the draft ordinance. Meetings and further review of the ordinance will continue throughout the summer.

Conclusion

As a result of all the above reasons, an extension of the moratorium by an additional 120 days is in the best interest of the health, public safety, and welfare of the citizens of the County. The extension of the Moratorium will allow staff time to draft, review, and properly scrutinize an ordinance addressing communications facilities within the County rights-of-way.

Options:

1. Adopt the Resolution extending the Moratorium presently in effect by an additional 120 days to review Communication Antenna Support Structures Deployment in the County's right-of-ways (Attachment #1).
2. Do not adopt the Resolution extending the Moratorium presently in effect by an additional 120 days to review Communication Antenna Support Structures Deployment in the County's right-of-ways.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Resolution
2. Resolution No. 16-41
3. Leon County Agenda #28, December 13, 2016, 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) (excluding attachments)
4. CS/CS/CS SB 596, posted April 21, 2017

RESOLUTION NO. R16-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, EXTENDING BY 120 DAYS THE 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 AND/OR FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners adopted Resolution 16-41 on December 13, 2016, establishing a temporary cessation of the acceptance of permit application for the placement, construction or installation of wireless communication structures and/or facilities in the County's rights-of-way;

WHEREAS, the moratorium imposed by Resolution 16-41 is set to expire on June 14, 2017;

WHEREAS, the Board of County Commissioners 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 by an additional 120 days for the same reasons and intent as provided in Resolution 16-41;

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 by an additional 120 days 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 Thursday, October 12, 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 9th day of May, 2017.

LEON COUNTY, FLORIDA

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

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

RESOLUTION NO. R16- 41

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.

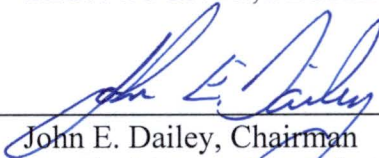
4. If any provision or portion of this Resolution is held invalid, same shall be severable, and the remainder of the Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision.

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

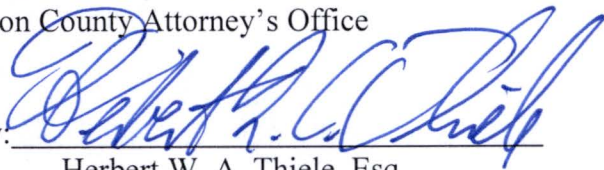
By: 
John E. Dailey, Chairman
Board of County Commissioners

ATTESTED BY:

Gwendolyn Marshall, Clerk of Court & Comptroller
Leon County, Florida

By: 

APPROVED AS TO FORM:
Leon County Attorney's Office


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

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).

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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 make-up of these structures, and the process to approve the citing of these devices

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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

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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

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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

By the Committees on Rules; Governmental Oversight and Accountability; and Communications, Energy, and Public Utilities; and Senators Hutson, Young, and Broxson

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1 A bill to be entitled
2 An act relating to utilities; amending s. 337.401,
3 F.S.; authorizing the Department of Transportation and
4 certain local governmental entities to prescribe and
5 enforce reasonable rules or regulations with reference
6 to the placing and maintaining across, on, or within
7 the right-of-way limits of any road or publicly owned
8 rail corridors under their respective jurisdictions
9 any voice or data communications services lines or
10 wireless facilities; providing a short title; defining
11 terms; prohibiting a county or municipality having
12 jurisdiction and control of the rights-of-way of any
13 public road, referred to as the "authority," from
14 prohibiting, regulating, or charging for the
15 collocation of small wireless facilities in public
16 rights-of-way under certain circumstances; authorizing
17 an authority to require a registration process and
18 permit fees only under certain circumstances;
19 requiring an authority to receive and process
20 applications for permits and to issue such permits,
21 subject to specified requirements; prohibiting an
22 authority from requiring approval of or imposing fees
23 or other charges for routine maintenance, the
24 replacement of certain wireless facilities, or the
25 installation, placement, maintenance, or replacement
26 of certain micro wireless facilities; providing an
27 exception; providing requirements for the collocation
28 of small wireless facilities on authority utility
29 poles; providing requirements for rates, fees, and

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30 other terms related to authority utility poles;
31 authorizing an authority to apply current ordinances
32 regulating placement of communications facilities in
33 the right-of-way, including registration, permitting,
34 insurance coverage, indemnification, performance
35 bonds, security funds, force majeure, abandonment,
36 authority liability, or authority warranties for
37 certain applications; providing that certain permit
38 application requirements and small wireless facility
39 placement requirements shall be waived by the
40 authority; prohibiting an authority from adopting or
41 enforcing any regulation on the placement or operation
42 of certain communications facilities, from regulating
43 any communications services, or from imposing or
44 collecting any tax, fee, or charge not specifically
45 authorized under state law; providing construction;
46 requiring a wireless provider to comply with certain
47 nondiscriminatory undergrounding requirements of the
48 authority; authorizing the authority to waive any such
49 requirements; authorizing a wireless infrastructure
50 provider to apply to an authority to place utility
51 poles in the public rights-of-way to support the
52 collocation of small wireless facilities; providing
53 requirements for such application; requiring the
54 authority to accept and process the application,
55 subject to certain requirements; providing
56 construction; authorizing an authority to enforce
57 local pending ordinances or administrative rules or
58 regulations that are applicable to a historic area

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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59 designated by the state or authority and subject to
60 waiver by the authority if the intent to adopt
61 regulation or zoning changes has been publicly
62 declared on or before a specified date; providing
63 retroactive applicability; providing an effective
64 date.

65
66 Be It Enacted by the Legislature of the State of Florida:

67
68 Section 1. Paragraph (a) of subsection (1) of section
69 337.401, Florida Statutes, is amended, and subsection (7) is
70 added to that section, to read:

71 337.401 Use of right-of-way for utilities subject to
72 regulation; permit; fees.—

73 (1) (a) The department and local governmental entities,
74 referred to in this section and in ss. 337.402, 337.403, and
75 337.404 as the "authority," that have jurisdiction and control
76 of public roads or publicly owned rail corridors are authorized
77 to prescribe and enforce reasonable rules or regulations with
78 reference to the placing and maintaining across, on, or within
79 the right-of-way limits of any road or publicly owned rail
80 corridors under their respective jurisdictions any electric
81 transmission, voice telephone, telegraph, data, or other
82 communications services lines or wireless facilities; pole
83 lines; poles; railways; ditches; sewers; water, heat, or gas
84 mains; pipelines; fences; gasoline tanks and pumps; or other
85 structures referred to in this section and in ss. 337.402,
86 337.403, and 337.404 as the "utility." The department may enter
87 into a permit-delegation agreement with a governmental entity if

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88 issuance of a permit is based on requirements that the
89 department finds will ensure the safety and integrity of
90 facilities of the Department of Transportation; however, the
91 permit-delegation agreement does not apply to facilities of
92 electric utilities as defined in s. 366.02(2).

93 (7) (a) This subsection may be cited as the "Advanced
94 Wireless Infrastructure Deployment Act."

95 (b) As used in this subsection, the term:

96 1. "Antenna" means communications equipment that transmits
97 or receives electromagnetic radio frequency signals used in
98 providing wireless services.

99 2. "Applicable codes" means uniform building, fire,
100 electrical, plumbing, or mechanical codes adopted by a
101 recognized national code organization or local amendments to
102 those codes enacted solely to address threats of destruction of
103 property or injury to persons, or local codes or ordinances
104 adopted to implement this subsection. The term includes
105 objective design standards adopted by ordinance which may
106 require that a new utility pole replacing an existing utility
107 pole be of substantially similar design, material, and color, or
108 that ground-mounted equipment meet reasonable spacing
109 requirements. The term includes objective design standards
110 adopted by ordinance which may require a small wireless facility
111 to meet reasonable location context, color, stealth, and
112 concealment requirements; however, the authority may waive the
113 design standards upon a showing that the design standards are
114 not reasonably compatible for the particular location of a small
115 wireless facility or that the design standards impose an
116 excessive expense. The waiver must be granted or denied within

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117 45 days after the date of the waiver request.

118 3. "Applicant" means a person who submits an application
119 and is a wireless provider.

120 4. "Application" means a request submitted by an applicant
121 to an authority for a permit to collocate small wireless
122 facilities.

123 5. "Authority" means a county or municipality having
124 jurisdiction and control of the rights-of-way of any public
125 roads. The term does not include the Florida Department of
126 Transportation. The Florida Department of Transportation rights-
127 of-way are excluded from this subsection.

128 6. "Authority utility pole" means a utility pole owned by
129 an authority in the right-of-way. The term does not include a
130 utility pole owned by a municipal electric utility or any
131 utility pole used to support municipally owned or operated
132 electric distribution facilities, or a utility pole located in
133 the right-of-way within:

134 a. A retirement community that:

135 (I) Is deed-restricted as housing for older persons as
136 defined in s. 760.29(4)(b);

137 (II) Has more than 5,000 residents; and

138 (III) Has underground utilities for electric transmission
139 or distribution; or

140 b. A municipality that:

141 (I) Is located on a coastal barrier island as defined in s.
142 161.053(1)(b)3.;

143 (II) Has a land area of less than 5 square miles;

144 (III) Has fewer than 10,000 residents; and

145 (IV) Has, before the adoption of this act, received

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146 referendum approval to issue debt to finance municipality-wide
147 underground utilities for electric transmission or distribution.

148 7. "Collocate" or "collocation" means to install, mount,
149 maintain, modify, operate, or replace one or more wireless
150 facilities on, under, within, or adjacent to a wireless support
151 structure or utility pole. The term does not include the
152 installation of a utility pole or wireless support structure in
153 the public rights-of-way.

154 8. "FCC" means the Federal Communications Commission.

155 9. "Micro wireless facility" means a small wireless
156 facility having dimensions no larger than 24 inches in length,
157 15 inches in width, and 12 inches in height and an exterior
158 antenna, if any, no longer than 11 inches.

159 10. "Small wireless facility" means a wireless facility
160 that meets the following qualifications:

161 a. Each antenna associated with the facility is located
162 inside an enclosure of no more than 6 cubic feet in volume or,
163 in the case of antennas that have exposed elements, each antenna
164 and all of its exposed elements could fit within an enclosure of
165 no more than 6 cubic feet in volume; and

166 b. All other wireless equipment associated with the
167 facility is cumulatively no more than 28 cubic feet in volume.
168 The following types of associated ancillary equipment are not
169 included in the calculation of equipment volume: electric
170 meters, concealment elements, telecommunications demarcation
171 boxes, ground-based enclosures, grounding equipment, power
172 transfer switches, cutoff switches, vertical cable runs for the
173 connection of power and other services, and utility poles or
174 other support structures.

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175 11. "Utility pole" means a pole or similar structure used
176 in whole or in part to provide communications services or for
177 electric distribution, lighting, traffic control, signage, or a
178 similar function. The term includes the vertical support
179 structure for traffic lights, but does not include any
180 horizontal structures upon which are attached signal lights or
181 other traffic control devices and does not include any pole or
182 similar structure 15 feet in height or less unless an authority
183 grants a waiver for the pole.

184 12. "Wireless facility" means equipment at a fixed location
185 which enables wireless communications between user equipment and
186 a communications network, including radio transceivers,
187 antennas, wires, coaxial or fiber-optic cable or other cables,
188 regular and backup power supplies, and comparable equipment,
189 regardless of technological configuration, and equipment
190 associated with wireless communications. The term includes small
191 wireless facilities. The term does not include:

192 a. The structure or improvements on, under, within, or
193 adjacent to the structure on which the equipment is collocated;

194 b. Wireline backhaul facilities; or

195 c. Coaxial or fiber-optic cable that is between wireless
196 structures or utility poles or that is otherwise not immediately
197 adjacent to or directly associated with a particular antenna.

198 13. "Wireless infrastructure provider" means a person who
199 is certificated to provide telecommunications service in the
200 state and who builds or installs wireless communication
201 transmission equipment, wireless facilities, or wireless support
202 structures, but is not a wireless services provider.

203 14. "Wireless provider" means a wireless infrastructure

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204 provider or a wireless services provider.

205 15. "Wireless services" means any services provided using
206 licensed or unlicensed spectrum, whether at a fixed location or
207 mobile, using wireless facilities.

208 16. "Wireless services provider" means a person who
209 provides wireless services.

210 17. "Wireless support structure" means a freestanding
211 structure, such as a monopole, a guyed or self-supporting tower,
212 or another existing or proposed structure designed to support or
213 capable of supporting wireless facilities. The term does not
214 include a utility pole.

215 (c) Except as provided in this subsection, an authority may
216 not prohibit, regulate, or charge for the collocation of small
217 wireless facilities in the public rights-of-way.

218 (d) An authority may require a registration process and
219 permit fees in accordance with subsection (3). An authority
220 shall accept applications for permits and shall process and
221 issue permits subject to the following requirements:

222 1. An authority may not directly or indirectly require an
223 applicant to perform services unrelated to the collocation for
224 which approval is sought, such as in-kind contributions to the
225 authority, including reserving fiber, conduit, or pole space for
226 the authority.

227 2. An applicant may not be required to provide more
228 information to obtain a permit than is necessary to demonstrate
229 the applicant's compliance with applicable codes for the
230 placement of small wireless facilities in the locations
231 identified in the application.

232 3. An authority may not require the placement of small

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233 wireless facilities on any specific utility pole or category of
234 poles or require multiple antenna systems on a single utility
235 pole.

236 4. An authority may not limit the placement of small
237 wireless facilities by minimum separation distances; however,
238 within 14 days after the date of filing the application, an
239 authority may request that the proposed location of a small
240 wireless facility be moved to another location in the right-of-
241 way and placed upon an alternative authority utility pole or
242 support structure or placed upon a new utility pole. The
243 authority and applicant may negotiate the alternative location,
244 including any objective design standards, for 30 days after the
245 date of the request. At the conclusion of the negotiation
246 period, if the applicant accepts the alternative location, the
247 applicant must notify the authority, and the application shall
248 be deemed granted for any new location for which there is
249 agreement and all other locations in the application. If no
250 agreement is reached, the applicant must notify the authority,
251 and the authority must grant or deny the original application
252 within 90 days after the date the application is filed. A
253 request for an alternative location, an acceptance of an
254 alternative location, or any rejection of an alternative
255 location must be in writing and provided by electronic mail.

256 5. An authority shall limit the height of a small wireless
257 facility to no more than 10 feet above the utility pole or
258 structure upon which the small wireless facility is to be
259 collocated. Unless waived by an authority, the height for a new
260 utility pole is limited to the tallest existing utility pole
261 located in the right-of-way, other than a utility pole for which

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262 a waiver has previously been granted, measured from grade in
263 place within 500 feet of the proposed location of the small
264 wireless facility. If there is no utility pole within 500 feet,
265 the authority shall limit the height of the utility pole to 50
266 feet.

267 6. Except as provided in subparagraphs 4. and 5., the
268 installation of a utility pole in the public rights-of-way
269 designed to support a small wireless facility is subject to
270 authority rules or regulations governing the placement of
271 utility poles in the public rights-of-way and is subject to the
272 application review timeframes in this subsection.

273 7. Within 14 days after receiving an application, an
274 authority must determine and notify the applicant by electronic
275 mail as to whether the application is complete. If an
276 application is deemed incomplete, the authority must
277 specifically identify the missing information. An application is
278 deemed complete if the authority fails to provide notification
279 to the applicant within 14 days.

280 8. An application must be processed on a nondiscriminatory
281 basis. A complete application is deemed approved if an authority
282 fails to approve or deny the application within 60 days after
283 receipt of the application. If an authority does not use the 30-
284 day negotiation period provided in subparagraph 4., the parties
285 may mutually agree to extend the 60-day application review
286 period. The authority must grant or deny the application at the
287 end of the extended period. A permit issued pursuant to an
288 approved application remains effective for 1 year unless
289 extended by the authority.

290 9. An authority must notify the applicant of approval or

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291 denial by electronic mail. An authority must approve a complete
292 application unless it does not meet the authority's applicable
293 codes. If the application is denied, the authority must specify
294 in writing the basis for denial, including the specific code
295 provisions on which the denial was based, and send the
296 documentation to the applicant by electronic mail on the day the
297 authority denies the application. The applicant may cure the
298 deficiencies identified by the authority and resubmit the
299 application within 30 days after notice of the denial is sent to
300 the applicant. The authority must approve or deny the revised
301 application within 30 days after receipt or the application is
302 deemed approved. Any subsequent review shall be limited to the
303 deficiencies cited in the denial.

304 10. An applicant seeking to collocate small wireless
305 facilities within the jurisdiction of a single authority may, at
306 the applicant's discretion, file a consolidated application and
307 receive a single permit for the collocation of no more than 30
308 small wireless facilities. If the application includes multiple
309 small wireless facilities, an authority may remove small
310 wireless facility collocations from the application and treat
311 separately small wireless facility collocations for which
312 incomplete information has been received or which are denied.

313 11. An authority may deny a proposed collocation of a small
314 wireless facility in the public rights-of-way if the proposed
315 collocation:

316 a. Materially interferes with the safe operation of traffic
317 control equipment.

318 b. Materially interferes with sight lines or clear zones
319 for transportation, pedestrians, or public safety purposes.

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320 c. Materially interferes with compliance with the Americans
321 with Disabilities Act or similar federal or state standards
322 regarding pedestrian access or movement.

323 d. Materially fails to comply with the 2010 edition of the
324 Florida Department of Transportation Utility Accommodation
325 Manual.

326 e. Fails to comply with applicable codes.

327 12. An authority may adopt by ordinance provisions for
328 registration, permitting, insurance coverage, indemnification,
329 performance bonds, security funds, force majeure, abandonment,
330 authority liability, or authority warranties. Such provisions
331 must be reasonable and nondiscriminatory.

332 13. Collocation of a small wireless facility on an
333 authority utility pole may not provide the basis for the
334 imposition of an ad valorem tax on the authority utility pole.

335 14. An authority may reserve space on authority utility
336 poles for future public safety uses. However, a reservation of
337 space may not preclude collocation of a small wireless facility.
338 If replacement of the authority utility pole is necessary to
339 accommodate the collocation of the small wireless facility and
340 the future public safety use, the pole replacement is subject to
341 make-ready provisions, and the replaced pole shall accommodate
342 the future public safety use.

343 15. Any structure granted a permit and installed pursuant
344 to this subsection must comply with chapter 333 and federal
345 regulations pertaining to airport airspace protections.

346 (e) An authority may not require approval of or impose fees
347 or other charges for:

348 1. Routine maintenance;

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- 349 2. Replacement of existing wireless facilities with
350 wireless facilities that are substantially similar or of the
351 same or smaller size; or
352 3. Installation, placement, maintenance, or replacement of
353 micro wireless facilities suspended on cables strung between
354 existing utility poles in compliance with applicable codes by a
355 communications service provider authorized to occupy the rights-
356 of-way and who is remitting taxes under chapter 202.

357

358 However, notwithstanding this paragraph, an authority may
359 require a right-of-way permit for work that involves excavation,
360 closing a sidewalk, or closing a vehicular lane.

361 (f) Collocation of small wireless facilities on authority
362 utility poles is subject to the following requirements:

363 1. An authority may not enter into an exclusive arrangement
364 with any person for the right to attach equipment to authority
365 utility poles.

366 2. The rates and fees for collocations on authority utility
367 poles must be nondiscriminatory, regardless of the services
368 provided by the collocating person.

369 3. The rate to collocate small wireless facilities on
370 authority utility poles may not exceed \$100 per year.

371 4. Agreements between authorities and wireless providers
372 which are in effect on July 1, 2017, and which relate to the
373 collocation of small wireless facilities in the right-of-way,
374 including the collocation of small wireless facilities on
375 authority utility poles, remain in effect, subject to applicable
376 termination provisions. The wireless provider may accept the
377 rates, fees, and terms established under this subsection for

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378 small wireless facilities and utility poles that are the subject
379 of an application submitted after the rates, fees, and terms
380 become effective.

381 5. A person owning or controlling an authority utility pole
382 shall offer rates, fees, and other terms that comply with this
383 subsection. By the later of January 1, 2018, or 3 months after
384 receiving a request to collocate its first small wireless
385 facility on a utility pole owned or controlled by an authority,
386 the person owning or controlling the authority utility pole
387 shall make available, through ordinance or otherwise, rates,
388 fees, and terms for the collocation of small wireless facilities
389 on the authority utility pole which comply with this subsection.

390 a. The rates, fees, and terms must be nondiscriminatory,
391 competitively neutral, and must comply with this subsection.

392 b. For an authority utility pole that supports an aerial
393 facility used to provide communications services or electric
394 service, the parties shall comply with the process for make-
395 ready work under 47 U.S.C. s. 224 and implementing regulations.
396 The good faith estimate of the person owning or controlling the
397 pole for any make-ready work necessary to enable the pole to
398 support the requested collocation must include pole replacement
399 if necessary.

400 c. For an authority utility pole that does not support an
401 aerial facility used to provide communications services or
402 electric service, the authority shall provide a good faith
403 estimate for any make-ready work necessary to enable the pole to
404 support the requested collocation, including necessary pole
405 replacement, within 60 days after receipt of a complete
406 application. Make-ready work, including any pole replacement,

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407 must be completed within 60 days after written acceptance of the
408 good faith estimate by the applicant. Alternatively, an
409 authority may require the applicant seeking to collocate a small
410 wireless facility to provide a make-ready estimate at the
411 applicant's expense for the work necessary to support the small
412 wireless facility, including pole replacement, and to perform
413 the make-ready work. If pole replacement is required, the scope
414 of the make-ready estimate is limited to the design,
415 fabrication, and installation of a utility pole that is
416 substantially similar in color and composition. The authority
417 may not impose conditions on or restrict the manner in which the
418 applicant obtains, develops, or provides the estimate or
419 conducts the make-ready work subject to usual construction
420 restoration standards for work in the right-of-way. The replaced
421 or altered utility pole shall remain the property of the
422 authority.

423 d. An authority may not require more make-ready work than
424 is required to meet applicable codes or industry standards. Fees
425 for make-ready work may not include costs related to preexisting
426 damage or prior noncompliance. Fees for make-ready work,
427 including any pole replacement, may not exceed actual costs or
428 the amount charged to communications service providers other
429 than wireless services providers for similar work and may not
430 include any consultant fee or expense.

431 (g) For any applications filed before the effective dates
432 of ordinances implementing this subsection, an authority may
433 apply current ordinances regulating the placement of
434 communications facilities in the right-of-way, including
435 registration, permitting, insurance coverage, indemnification,

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436 performance bonds, security funds, force majeure, abandonment,
437 authority liability, or authority warranties. Permit application
438 requirements and small wireless facility placement requirements,
439 including utility pole height limits, which conflict with this
440 subsection shall be waived by the authority.

441 (h) Except as provided in this section or specifically
442 required by state law, an authority may not adopt or enforce any
443 regulation on the placement or operation of communications
444 facilities in the rights-of-way by a provider authorized by
445 state law to operate in the rights-of-way and may not regulate
446 any communications services or impose or collect any tax, fee,
447 or charge not specifically authorized under state law. This
448 paragraph is not intended to change state law regarding an
449 authority's ability to regulate the relocation of facilities.

450 (i) A wireless provider shall, in relation to a small
451 wireless facility, utility pole, or wireless support structure
452 in the public rights-of-way, comply with nondiscriminatory
453 undergrounding requirements of the authority which prohibit
454 above-ground structures in public rights-of-way. Any such
455 requirements may be waived by the relevant authority.

456 (j) A wireless infrastructure provider may apply to an
457 authority to place utility poles in the public rights-of-way to
458 support the collocation of small wireless facilities. The
459 application must include an attestation that small wireless
460 facilities will be collocated on the utility pole or structure
461 and small wireless facilities will be used by a wireless
462 services provider to provide service within 9 months from the
463 date the application is granted. An authority shall accept and
464 process the application in accordance with subparagraph (d)6.

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465 and any applicable codes and other local codes governing the
466 placement of utility poles in the public rights-of-way.

467 (k) This subsection does not limit a local government's
468 authority to enforce historic preservation zoning regulations
469 consistent with the preservation of local zoning authority under
470 47 U.S.C s. 332(c)(7), the requirements for facility
471 modifications under 47 U.S.C. s. 1455(a), or the National
472 Historic Preservation Act of 1966, as amended, and the
473 regulations adopted to implement these laws. An authority may
474 enforce local pending ordinances or administrative rules or
475 regulations that are applicable to a historic area designated by
476 the state or authority and subject to waiver by the authority if
477 the intent to adopt regulation or zoning changes has been
478 publicly declared on or before April 1, 2017.

479 (l) This subsection does not authorize a person to
480 collocate or attach wireless facilities, including any antenna,
481 micro wireless facility, or small wireless facility, on a
482 privately owned utility pole, a utility pole owned by an
483 electric cooperative or a municipal electric utility, a
484 privately owned wireless support structure, or other private
485 property without the consent of the property owner.

486 (m) The approval of the installation, placement,
487 maintenance, or operation of a small wireless facility pursuant
488 to this subsection may not be construed to authorize the
489 provision of any voice, data, or video communications services
490 or the installation, placement, maintenance, or operation of any
491 communications facilities other than small wireless facilities
492 in the right-of-way.

493 (n) This subsection does not affect the provisions of

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494 subsection (6) relating to pass-through providers.

495 (o) This subsection does not authorize a person to
496 collocate or attach small wireless facilities or micro wireless
497 facilities on a utility pole unless otherwise permitted by
498 federal law, or to erect a wireless support structure in the
499 right-of-way located within a retirement community that:

500 1. Is deed-restricted as housing for older persons as
501 defined in s. 760.29(4)(b);

502 2. Has more than 5,000 residents; and

503 3. Has underground utilities for electric transmission or
504 distribution.

505
506 Nothing in this paragraph applies to the installation of micro
507 wireless facilities on any existing and duly authorized aerial
508 communications facilities, provided that once aerial facilities
509 are converted to underground, any such collocation or
510 construction shall be only as provided by the municipality's
511 underground utilities ordinance.

512 (p) This subsection does not authorize a person to
513 collocate or attach small wireless facilities or micro wireless
514 facilities on a utility pole unless otherwise permitted by
515 federal law, or to erect a wireless support structure in the
516 right-of-way located within a municipality that:

517 1. Is located on a coastal barrier island as defined in s.
518 161.053(1)(b)3.;

519 2. Has a land area of less than 5 square miles;

520 3. Has fewer than 10,000 residents; and

521 4. Which has, before the adoption of this act, received
522 referendum approval to issue debt to finance municipality-wide

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523 undergrounding of its utilities for electric transmission or
524 distribution.

525
526 Nothing in this paragraph applies to the installation of micro
527 wireless facilities on any existing and duly authorized aerial
528 communications facilities, provided that once aerial facilities
529 are converted to underground, any such collocation or
530 construction shall be only as provided by the municipality's
531 underground utilities ordinance.

532 (q) This subsection does not authorize a person to
533 collocate or attach small wireless facilities or micro wireless
534 facilities on a utility pole unless otherwise permitted by
535 federal law, or to erect a wireless support structure in the
536 right-of-way, which do not comply with the covenants,
537 conditions, and restrictions; articles of incorporation; and by
538 laws applicable to the proposed location.

539 Section 2. This act shall take effect July 1, 2017.

**Leon County
Board of County Commissioners**

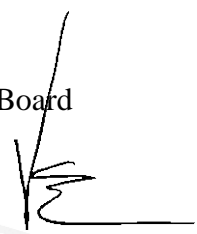
Notes for Agenda Item #19

Leon County Board of County Commissioners

Agenda Item #19

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Status Report on the use of Tourist Development Taxes Formerly Designated for a Performing Arts Center

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, Tourism Development Chris L. Holley II, Assistant to the Director

Statement of Issue:

This agenda item seeks the Board's acceptance of a status report on the use of Tourist Development Taxes (TDT) formerly designated for a performing arts center (PAC).

The Community Redevelopment Agency (CRA) is charged by interlocal agreement with facilitating the identification of projects and programs to invest the remaining \$5.1 million of TDT once dedicated to the PAC. The expenditure of these funds is explicitly subject to approval by the County Commission. In response to the direction of the Board at the April 4, 2017 Commission meeting, this item summarizes the actions by the CRA Board related to amphitheater support facilities and public space needs associated with the redevelopment of the Firestone and Bloxham Annex properties. As also directed by the Board at that time, County staff is coordinating with CRA staff in preparing the agenda materials for the May 25th CRA meeting to develop a process to utilize the \$5.1 million for eligible projects, events, and activities within the Downtown and Frenchtown/Southside CRAs. Since the FY 2014 investment in the Capital City Amphitheater, no formal recommendations have been made seeking to utilize these funds which would require the Board's approval. However, staff anticipates a forthcoming recommendation by the CRA Board given the timeline and conditions of the purchase and sales agreement with the developer of the Firestone and Bloxham Annex properties. In anticipation of that, this item provides a comprehensive background and current status of interlocal agreements and other issues related to the use of TDT funds for the amphitheater support elements related to the pending redevelopment project.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on the use of Tourist Development Taxes formerly designated for a performing arts center.

Report and Discussion

Background:

During Commission discussion at the April 4, 2017 meeting, the Board addressed the CRA's processes regarding the sale and development of the Firestone/Bloxham Annex site and the possible utilization of TDT funds to construct public event and support space for the Capital City Amphitheater as part of the redevelopment. The Board also directed County staff to work with CRA staff in preparing agenda materials for the May 25th CRA meeting that outlines a process for policy makers to consider for utilizing TDT for eligible projects, events, and activities. Staff has prepared this status report with an extensive overview of the Board's prior guidance, along with the terms and conditions of several interlocal agreements related to this matter, and a chronology of CRA Board actions related to the redevelopment of the Firestone and Bloxham Annex properties adjacent to Cascades Park.

Leon County is a party to four separate and active interlocal agreements related to the use of TDT once collected for the exclusive purpose of constructing and operating a PAC:

- Strategic Team for Amphitheater Grand Entertainment (STAGE) – City of Tallahassee
- Demolition and Site Preparation for the Performing Arts Center – City of Tallahassee and the CRA
- Downtown CRA – City of Tallahassee and the CRA
- TDT Funding for the Council on Cultural Arts (COCA) – City of Tallahassee

Each of these interlocal agreements are described in greater detail later in this item but they all stem from the original Downtown CRA Interlocal Agreement from June 2004 whereby the Board agreed to levy an additional one-cent TDT (4th penny) to be segregated from other TDT revenues and dedicated exclusively for the costs associated with the construction and operation of a PAC to be located in the Downtown CRA (Attachment #1). Ten years later at a December 9, 2014 Commission meeting, the Board made several policy decisions which reallocated the TDT once collected exclusively for a PAC and provided the financial resources currently being considered by the CRA Board for the public space needs associated with the redevelopment of the Firestone and Bloxham Annex properties adjacent to the Amphitheater and Cascades Park. The Board actions taken at this meeting, including the creation and/or modification of three of the aforementioned interlocal agreements, are described in further detail later in this item.

As required by the original Downtown CRA Interlocal Agreement, the Board adopted Ordinance 04-35 on October 12, 2004, authorizing the imposition of the 4th penny of the TDT for the construction and operation of 'a performing arts center(s).' In the ten years that followed, the Board consistently supported the concept of a downtown PAC through its commitment of the TDT and approval of the associated expenditures for a site analysis and market assessment, marketing and promotional materials, demolition of the site, and the funding of annual operating expenses to bring the vision for this venue to fruition.

On July 22, 2008, the County entered in to an Interlocal Agreement with the City and CRA regarding the use of TDT funds for costs associated with the demolition of the Johns Building and site preparation work for the PAC (Attachment #2). At a cost of \$502,573, the demolition and site preparation was determined to be an eligible use of TDT under Florida Statutes and consistent with the Interlocal Agreement so the Board specifically authorized the expenditure in support of the proposed PAC. In case the efforts to build the PAC at this site did not come to fruition, the Interlocal Agreement included a 12-month refund provision should the City dissolve its agreement with the Florida Center of Performing Arts and Education or repurpose (sell or lease) the Johns property. Once the City repurposed the property, this matter was also resolved by the Board on December 9, 2014 through an amendment to the Interlocal Agreement with the City and CRA regarding the Johns Building.

On August 6, 2010, the Florida Center of Performing Arts and Education (FCPAE), the local non-profit organization leading the fundraising and development efforts for the PAC, notified the City that they did not meet their three-year, \$5 million, fundraising goal but was granted a two-year extension on their Option Agreement with the City for the Johns site. By October 2011, FCPAE had scaled back the scope of the planned PAC due to the Great Recession and lack of private funds. Following a September 6, 2012 letter to the City, FCPAE received another extension from the City on the property despite not reaching the \$5 million performance milestone. Further, FCPAE acknowledged in the letter that the viability of the PAC depended on its inclusion as part of the sales tax extension. In response, the City linked the extension of the Option Agreement to the ongoing deliberations at that time regarding the extension of the local option sales tax.

On June 13, 2013, the Leon County Sales Tax Committee overwhelmingly (12-2) decided against including the PAC as part of its recommendations for funding through the sales tax extension. Without the support of the Sales Tax Committee, and subsequently the Board, this eliminated a fundamental component of the business and construction plan developed by FCPAE. In light of the Sales Tax Committee's June 13th decision to not fund the PAC along with the cultural needs identified at that time in the Cultural Plan Review Committee's June 18th interim report, the Board scheduled a fall workshop to begin discussions the reallocation of TDT revenues. This workshop, followed by negotiations with the City and CRA, culminated in a December 9, 2014 Commission meeting which reallocated these TDT funds and provided an opportunity for the inclusion of public space in the redevelopment of the Firestone and Bloxham Annex properties adjacent to the Amphitheater and Cascades Park.

STAGE and Amphitheater Interlocal Agreement

The County's role in the construction and promotion of ticketed concerts at the Capital City Amphitheater was also a vital consideration leading up to the December 9, 2014 Commission meeting that reallocated the TDT funds previously dedicated to the PAC. During a Commission workshop on November 15, 2011, a month after FCPAE announced the scaling back of the planned PAC, the Board requested the reallocation of up to \$1.2 million of TDT from the PAC fund to expand the scope of the amphitheater planned at Cascades Park in order to host concerts and large community events. In 2012, the Knight Creative Communities Initiative's (KCCI) Cultivate Cascades Team canvassed the community and found that 80 percent of respondents

would be willing to pay for admission to attend a special event within Cascades Park. In addition to this finding, KCCI identified exemplary models for replication such as the St. Augustine Amphitheatre located in Anastasia State Park due to its similar size and climate. In recognition of these findings, the City of Tallahassee and CRA concurred on the reallocation of the TDT funds from the PAC fund which led to the execution of the STAGE Interlocal Agreement between Leon County and the City (Attachment #3). The Interlocal Agreement included the creation of the STAGE Committee to provide guidance to staff and the County's contracted promoter with regard to the venue, concert booking, marketing, etc.

To help attract touring performances an additional \$576,604 was subsequently approved in addition to the \$1.2 million, all from the TDT fund previously dedicated to the PAC, for the stage covering, temporary fencing, permanent sound system, permanent seating near the stage, electrical upgrades, audience lighting, a color kinetic kit for the stage canopy, and permanent bathrooms totaling \$1,776,604. The permanent bathrooms, estimated at \$250,000, were never constructed due to a recommendation by the STAGE Committee and subsequent approval by the Board, given the anticipated redevelopment of the Firestone and Bloxham Annex properties. As a result, \$1,526,604 of TDT from the former PAC fund was spent on the construction of the Capital City Amphitheater.

In order to achieve a return on investment from the construction of the Amphitheater with TDT funds, the STAGE Interlocal Agreement with the City authorizes the County to host up to 10 ticketed events each year. The City is responsible for the day-to-day maintenance and operation of Cascades Park and the Amphitheater. For the operation of the County's Concert Series, recurring TDT revenues are budgeted each year and approved by the Board as part of the Division of Tourism Development's annual budget. Although it predates the opening of Cascades Park and the City's acquisition of the Firestone and Bloxham Annex properties, the STAGE Interlocal Agreement does contemplate use of the Meridian Point Building to support Amphitheater concerts once the building is acquired by the City. In addition, both parties explicitly recognized that:

"Amphitheater operations would benefit from dressing rooms restrooms, production office, box office, catering space, which therefore shall be incorporated, if feasible, into the design of any proposed redevelopment of the first level of the Meridian Point Building."

The 'feasibility' of said improvements is to be determined initially by the CRA, followed by the County and City Commissions based on their desired level of investment, funding source(s), and negotiations with the developer.

On December 9, 2014 the Board approved an amendment to the PAC Interlocal Agreement, an amendment to the Downtown CRA Interlocal Agreement, and adopted a new Interlocal Agreement with the City redirecting County TDT funds to support COCA (Attachment #4). The Board actions taken at this meeting discontinued the TDT collections for the PAC, designated the \$5.1 million to be utilized for other purposes within the CRAs, and enhanced funding support for cultural and arts programs in the community.

Leading up to this meeting, the Board did not include the PAC in the list of projects to be funded by the sales tax extension. The demise of the PAC project required the County and City to address the clawback provision for the TDT funds used for the demolition and site preparation of the Johns property and the \$5.1 million that had been set aside for the PAC. Earlier that year, the Board also expressed interest in providing additional financial support to arts and cultural organizations in the community following the presentation of the 2014 Cultural Plan Update. All of these matters were addressed at the December 9, 2014 Commission meeting providing long-term direction and clarity in the reallocation of County TDT funds through three interlocal agreements:

First Amendment to the Demolition and Site Preparation of the PAC Interlocal Agreement

In recognition that the PAC project would not be realized given the lack of adequate private financial support and strong opposition by the Sales Tax Committee, the County and City revisited the \$502,573 in expenses associated with the demolition and site preparation of the former Johns property due to the prescribed statutory uses for TDT funds. Since the site was no longer to be used for a PAC, the County initiated conversations with the City for repayment of these expenses.

On December 9, 2014, the Board approved the First Amendment to the Interlocal Agreement for the Demolition and Site Preparation of the PAC providing the City an alternative to making a direct repayment at the time. Instead, the City was provided five years to make improvements to the Capital City Amphitheater and/or the amphitheater support facilities in the Meridian Point Building, for the purpose(s) requested by the County, in an amount equal to the \$502,573 spent on the demolition of the Johns Building as follows (Attachment #5):

The improvements for the benefit of the Capital City Amphitheater may include, but are not limited to, dressing rooms, green rooms and storage space. Prior to commencement of the improvements, such improvements shall be approved by the City and the County.

The redirection of these dollars would be a significant investment in the Amphitheater but was not assumed or implied to fully account for the improvements associated with the redevelopment of the Meridian Point Building. In addition, the amended Interlocal Agreement requires any remaining balance not utilized by September 30, 2019 to be refunded by the City to the County's Tourist Development Trust Fund.

Third Amendment to the Downtown CRA Interlocal Agreement

On December 9, 2014 the Board also approved the Third Amendment to the original Interlocal Agreement that created the Downtown CRA which required the County to dedicate one-cent of the TDT exclusively for the PAC. This amendment discontinued the County's obligation to the PAC and redirected TDT funds as follows (Attachment #6):

- Required all TDT funds collected on or after October 1, 2014 to be retained by the County for utilization consistent with Florida law (see the *Reallocating TDT to COCA* section for additional information on how these funds were allocated thereafter).

- Required the balance of the TDT funds previously collected for the PAC through September 30, 2014 to be utilized for projects, programs and expenses related to culture, visual arts, heritage, performing arts space as part of the convention center, or performing arts projects in the Downtown and Frenchtown/Southside CRAs, which includes recommendations being subject to final approval by the County and City Commissions.
- Requires the funds (current balance is \$5.1 million) to be held in an interest bearing account and the accrued interest accumulate to the funds.

This amendment to the Downtown CRA Interlocal Agreement earmarked the TDT funds previously collected for the PAC through the end of FY 2014 to be utilized for other purposes within the Downtown and Frenchtown/Southside CRAs. In recognition of the agreed upon geographic boundaries to invest these monies, the Agreement calls for the CRA to initiate and facilitate the process for which the \$5.1 million in TDT funds will be utilized subject to approval by both Commissions:

The Funds shall be utilized for projects, programs and expenses recommended by the Agency, and subject to the approval of the County and City...

Since the FY 2014 investment in the Capital City Amphitheater, no formal recommendations have been made seeking to utilize these funds which would require the Board's approval. However, staff anticipates a forthcoming recommendation by the CRA Board given the timeline and conditions of the purchase and sales agreement with the developer for the Firestone and Bloxham Annex properties. At that time, staff would prepare an agenda item and analysis for the Board's consideration.

The Analysis section of this item provides an update relative to the ongoing deliberations by the CRA Board to utilize these funds and the anticipated next steps. County Tourism staff has been working with CRA staff throughout this process to identify cultural programs and heritage projects for consideration by the CRA Board and also served on the RFP review committee. The next section describes the reallocation of TDT revenue collected as of October 1, 2014, once it was no longer obligated to the PAC project.

Interlocal Agreement Reallocating TDT to COCA

The County and City jointly supported the 2014 Cultural Plan Update and sought an opportunity to increase financial support for arts and culture. No longer required to set aside the one cent of TDT for the PAC as of October 1, 2014, the Board reallocated this annual revenue by Interlocal Agreement with the City to support cultural grant programs through COCA. Prior to reaching this Agreement, the County provided COCA a fixed amount of \$504,500 each year from TDT revenues to be re-granted to cultural organizations and events throughout the community. An additional \$150,000 from the County's general revenue was also allocated to COCA for administrative support. The new Interlocal Agreement approved by the Board on December 9, 2014, but effective October 1, 2014 to coincide with the fiscal year, ensured financial support for arts and cultural organizations as follows (Attachment #7):

- Required the County to allocate 1 ¼-cent TDT for COCA to support the Cultural Plan and grant programs administered through COCA through September 30, 2019.

- A ¼ cent of the TDT mentioned above is provided to COCA in arrears. Per the Agreement, FY 15 collections were provided at the start of FY 16. At COCA's request and prioritized in the Cultural Plan Update, the ¼ cent of TDT funds were later dedicated to a capital improvement grant program for cultural non-profit organizations.
- Required the County and City to provide no less than \$150,000 from general revenue to support COCA's operational expenses through September 30, 2019.
- Required the City to determine and provide COCA general revenue funds as it deems appropriate to support the cultural grant program and implementation of the Cultural Plan.

The Third Amendment to the Downtown CRA Interlocal Agreement, combined with the new Interlocal Agreement with the City regarding COCA, provided for the reallocation of TDT funds but, more importantly, provided a new formula to support cultural and arts organizations. The significance of this change is the inherent shared interest to grow the TDT by attracting more visitors to the community for overnight stays. Instead of setting aside a specific dollar amount each year, COCA's funding is now tied to a specific share (1 ¼-cent) of TDT.

TDT funds dedicated to COCA increased from a fixed annual amount of \$504,500 (or approximately ½ cent) in FY 2014 to a fixed share (1¼-cent) beginning in FY 2015. The County budgeted \$1.12 million of TDT for COCA in FY 2015 and, as of this writing, projects that same 1¼-cent share of TDT to generate \$1.28 million in FY 2018, a 14% increase in TDT funding over four years in of support arts and culture.

Although the financial obligations outlined in this Interlocal Agreement are relieved at the start of FY 2020, the County's Tourism Plan calls for ongoing financial support of COCA through the dedication of one cent of the TDT. The Tourism Plan calls for the dedication of the additional ¼ cent TDT to COCA to sunset on September 30, 2019, in alignment with the financial obligations under this Interlocal Agreement and the repayment deadline for the Johns Building demolition.

In summary, the TDT funds once dedicated to the PAC were used to partially construct the Capital City Amphitheater. The City has agreed to invest the \$502,573 owed to the County for the costs related to the demolition of the former Johns Building toward improvements that benefit the Amphitheater, as requested by the County, by September 30, 2019. The CRA is charged with identifying projects to utilize the remaining \$5.1 million of TDT but the expenditure of these funds is subject to approval by both Commissions with guidance from the TDC. At the start of FY 2015, most of the recurring TDT revenue that was once collected for the PAC was redirected by the County to COCA for the implementation of the Cultural Plan and the ongoing support of re-granting programs for arts and cultural organizations.

The remainder of this item focuses on the importance of the existing Meridian Point Building in supporting the County's Concert Series, large community festivals, and small musical performances on a year-round basis to provide additional context for the upcoming CRA Board discussion related to the public space needs associated with the redevelopment of the Firestone and Bloxham Annex properties. The analysis includes each of the decision points by the CRA

Board since 2015, following the execution of the three December 2014 interlocal agreements, to incorporate Amphitheater support facilities and multi-purpose space for anticipated art and event needs, the request for proposals (RFP) process, the approval of the purchase sales agreement, and the parameters established for negotiations with the developer.

Analysis:

Cascades Park was officially dedicated on March 14, 2014 and hosted its first ticketed concert less than a month later. The Amphitheater has become an important community asset to a wide range of organizations and is being utilized throughout the year for much more than the County's Concert Series events. The City of Tallahassee Parks, Recreation and Neighborhood Affairs staff coordinates the rental reservations for all available public spaces at Cascades Park including the Amphitheater and Meridian Point Building. To support the anticipated needs associated with the opening of Cascades Park in 2014, the City entered into a lease with the State of Florida for year-round access to the Meridian Point Building which is immediately adjacent to the rear portion of the Capital City Amphitheater stage. For Concert Series performances, the County has first right of refusal for use of the space in the Meridian Point Building as a green room and dressing room. In addition to proximity, the building offers over 5,300 square feet for Park and Amphitheater needs including three dressing areas, production offices, private restrooms, dining space to feed the stage crew, and a greeting area for performers to interact with fans and sponsors.

The public space in the Meridian Point Building, which will be redeveloped by North American Properties, supports both large and small performances at the Capital City Amphitheater as well as events in Cascades Park. During the 2016 calendar year, 66 community and cultural events were held in Cascades Park. Of these, 39 utilized the Amphitheater for musical performances including the County's seven concerts and 31 of these events utilized the Meridian Building (Attachment #8). The beneficiaries of these public spaces include organizations such as Capital City Runners, Gulf Winds Track Club, FAMU, FSU, Opening Nights, Word of South, Southern Shakespeare Company, Tallahassee Downtown Improvement Authority, Tallahassee Symphony Orchestra, Florida Jazz & Blues Festival, Hola Tallahassee Festival, American Cancer Society, and numerous schools and churches. This excludes other activities such as birthday parties that also utilize the Meridian Building for private events. The ability to utilize this climate controlled building in proximity to the Amphitheater and Park is critically important for large festivals and community events in need of storage space for their materials, equipment, and personnel, hence the importance of having contemplated future space and resource needs at this site in two interlocal agreements between the County and City for the redevelopment of the Firestone and Bloxham Annex properties.

Since the execution of the aforementioned interlocal agreements, the opening of Cascades Park and the Capital City Amphitheater, the CRA Board has discussed the utilization of the \$5.1 million of TDT on several occasions related to the redevelopment of the site and investment for other cultural needs. Since 2015, CRA staff have met with various stakeholder organizations including two public workshops with the arts community and brought back multiple proposals and processes to the CRA Board for consideration that incorporated the goals of the community Cultural Plan, benefits to the CRA, eligibility under Florida Statutes, and were refined by the

CRA Board but no formal evaluation process has been approved or implemented. Concurrent to these efforts in 2015 and 2016, the CRA Board proceeded with steps to redevelop the Firestone and Bloxham Annex properties through the issuance of an RFP.

Firestone/Bloxham Annex Request for Proposals

On October 29, 2015, the CRA Board provided guidance to staff on the RFP for the sale and redevelopment of the Firestone and Bloxham Annex properties at 409 and 309 E. Gaines St, respectively (Attachment #9). On December 10, 2015, the CRA Board approved the development requirements and options for inclusion in the RFP which specified public parking requirements, a desire for a civil rights memorial on-site, and the need for 5,000 to 15,000 square feet of finished space in or adjacent to the proposed development for arts, culture, and heritage uses including support facilities for the Capital City Amphitheater (Attachment #10). The desired features of the Amphitheater support space incorporated in to the RFP included a green room, dressing rooms, a catering kitchen and event space for public use. In early 2016, there were no responses to the first RFP for the redevelopment of the Firestone/Bloxham properties. The second RFP closed on October 13, 2016 with one response from North American Properties (NAP) which called for negotiations to construct 5,000 – 7,500 square feet of public space via sale or lease and for a public entity such as the City/County/CRA to facilitate the programming of that space.

On January 26, 2017, following the recommendation of the RFP review committee, CRA staff presented NAP's development proposal and recommended utilizing part of the \$5.1 million for the inclusion of additional arts and cultural space (Attachment #11). The CRA Board authorized staff to begin negotiating a purchase and sales agreement as well as a development agreement with NAP, and included seven staff recommendations (1-6, 8) as guidance for the negotiations related to the preferred development features and final development costs. Recommendations generally related to, and potentially eligible for, TDT funding included:

- The inclusion of additional space for expanded arts and cultural uses to be spatially accommodated within the area of the amphitheater support facility (#1).
- The exclusion of the Black Box Theater due to the potentially prohibitive cost and functional inability to continually activate the public space (#2).
- Renovation and integration of the old jail façade, tower, and wing walls into the proposed hotel and utilization of a citizens committee to assist with the design and content of a memorial (#4 & #5).

Based on this direction, CRA staff began negotiating the terms of the purchase and sales agreement with NAP for the March 2017 CRA meeting. At that time, NAP also began preliminary designs for the combined amphitheater support facilities and Event/Art/Cultural space.

On March 23, 2017, the CRA Board approved the final purchase and sales agreement with NAP (Attachment #12). Although no financial assistance from the CRA was offered toward the purchase of the properties, financial assistance from the CRA is anticipated to offset the costs for the required and/or desired redevelopment features identified in the RFP. Still to be resolved

during the 180-day due diligence period as a condition for closing is the level of public financial support for several of the amenities that were included in the RFP. These conditions include:

- A development agreement including the CRA's financial participation for items such as a civil rights memorial and preservation of portions of the existing structure(s).
- A parking space agreement between NAP and the CRA for the purchase of up to 145 publicly owned parking spaces in a parking structure within the development. According to the March 23rd CRA agenda item, the preliminary estimated cost of the public parking spaces is \$27,500 per space, or nearly \$4.0 million for 145 publicly owned parking spaces.
- A public space agreement for the sale or lease of no less than 7,500 square feet of multi-purpose space. It is anticipated that this space would support the Capital City Amphitheater (e.g. green room, dressing room, and a catering kitchen) and provide the desired Event/Art/Cultural space as directed by the CRA Board.

If any of the aforementioned conditions are not satisfied, both the CRA and NAP have the ability to terminate the purchase sales agreement. In order to complete the sale with all of the aforementioned conditions, NAP must enter in to a development agreement and an Urban Planned Unit Development (UPUD). The UPUD will also specify the number and type of parking spaces, the preservation of historical elements, along with the location and size of public spaces including the Amphitheater support facility. Although the City Commission is responsible for the final approval of the UPUD, the terms and conditions relating to the use of TDT must be approved in advance by the CRA and the County with input from the Tourist Development Council. Although there are several interlocal agreements pertaining to the use of TDT for the redevelopment of the existing Meridian Point Building in support of the Amphitheater, none of the parties to these agreements have formally approved the expenditure of these funds. Based on the terms and conditions to be set forth at a later date by Commissioners, staff may recommend a new interlocal agreement specifying the use of TDT for this redevelopment project.

Utilization of the \$5.1 Million of TDT

Following the approval of the purchase and sales agreement with NAP on March 23rd, the CRA Board took up a discussion item related to the use and programming of the TDT funds (Attachment #13). This item provided an overview of potential uses for the \$5.1 million TDT based on prior guidance from the CRA Board and the desired needs identified through community input. The CRA staff analysis included 12 specific projects that had been proposed for TDT funding over the prior two years but recommended against allocating said funds until the final costs for the amphitheater support facilities have been determined. Unlike the prior agenda item specifically related to the sale and redevelopment of the Firestone and Bloxham Annex properties, this item included a preliminary estimate of the Event/Art/Cultural space, including the amphitheater support facility, totaling 11,670 square feet for \$2,334,000 (\$200 a square foot) or an estimated lease rate of \$291,750 per year.

During the March 23rd CRA meeting, several County Commissioners expressed concerns about the preliminary cost of the public space and the combination of the amphitheater support facility with the Event/Art/Cultural space. The CRA Board deferred providing any formal guidance on the preliminary square footage and cost estimates for the public spaces at that time but directed staff to prepare an agenda item for the May 25th CRA meeting to establish a process for determining the uses of the \$5.1 million. As previously mentioned, County Commissioners later directed County staff to assist CRA staff in developing the agenda materials and process to utilize these funds during the April 4th Commission meeting.

Staff from the County, City, and CRA have been working with the developer to refine the design of the public space concepts and take advantage of the redevelopment potential associated with this site. Should the County, City, and CRA support the preliminary design estimates combining the public spaces and wish to pay up to \$2,334,000 entirely from TDT, it would require the expenditure of the funds owed by the City related to the demolition of the Johns Building and another \$1,831,427 (\$2,334,000 - \$502,573) from the former PAC fund thereby reducing that account to \$3,278,427 (\$5,109,854 - \$1,831,427). Should the CRA Board prefer to preserve a greater share of the TDT for other projects or programs, they could reconsider the prior guidance relating to the combination of the public spaces and decide to only fund the amphitheater support facilities with TDT. In addition, the CRA Board could identify alternative funding sources to support the Event/Art/Cultural space alongside the TDT funded amphitheater support space. Staff finds that the final level of investment in these public spaces as determined by the CRA Board and both Commissions will be an investment that would benefit the many cultural and community organizations that utilize both Cascades Park and the Capital City Amphitheater.

May 25, 2017 CRA Meeting and Next Steps

As directed by the Board, staff is coordinating with counterparts at the City and CRA to prepare the agenda materials and process for the CRA Board to determine the use and programming of TDT funds. CRA staff will have the final say on the materials to be presented at the May 25th CRA meeting and, per the Downtown CRA Interlocal Agreement governing these funds, County staff will have the opportunity to prepare an independent analysis for the County Commission's consideration prior to the expenditure of any TDT funds.

Staff concurs with the prior recommendations presented to the CRA Board to determine the TDT resources needed to construct the desired public spaces associated with this redevelopment project prior to allocating funds to other arts, cultural and heritage programming projects. In addition to the interlocal agreements that contemplate TDT investments in the redevelopment of this site and the replacement of amphitheater support facilities currently located at the Meridian Point Building, the purchase and sales agreement with NAP approved by the CRA Board calls for no less than 7,500 square feet of public space and must be resolved prior to closing. Therefore, CRA staff will include the latest designs and cost estimates for the public spaces for consideration at the May 25th CRA meeting.

Should the CRA Board approve the square footage and resource needs for the public spaces at its next meeting, an agenda item would be placed on the next TDC meeting agenda for July 12th. The recommendation(s) of the TDC would be placed on the subsequent County Commission

Title: Status Report on the use of Tourist Development Taxes Formerly Designated formerly designated for a Performing Arts Center.

May 9, 2017

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agenda for September 12th. This would allow CRA staff to finalize the development agreement and UPUD for approval by the CRA Board and City Commission within the 180-day due diligence period as specified in the purchase sales agreement with NAP.

Options:

1. Accept the status report on the use of Tourist Development Taxes formerly designated for a performing arts center.
2. Do not accept the status report on the use of Tourist Development Taxes formerly designated for a performing arts center.
3. Board Direction.

Recommendation:

Option #1.

Attachments:

1. June 2004 Interlocal Agreement Creating the Downtown CRA and Levying additional one-cent (4th penny)
2. July 2008 Interlocal Agreement regarding the use of TDT funds for costs of demolition and site preparation of the Johns Building for the PAC
3. First Amendment to the STAGE Interlocal Agreement, 2013
4. December 9, 2014 agenda item on the reallocation of TDT once dedicated to the PAC
5. First Amendment to the PAC Interlocal Agreement regarding the Johns Building demolition allowing the City to make improvements to the Capital City Amphitheater rather than repayment of \$502,573 in TDT
6. Third Amendment to the Downtown CRA Interlocal Agreement
7. December 2014 Interlocal Agreement ensuring COCA funding
8. Cascades Park and Amphitheater Event usage of the Meridian Building
9. October 29, 2015 CRA agenda item regarding the Firestone/Bloxham RFP
10. December 10, 2015 CRA agenda item regarding the redevelopment requirements for the Firestone/Bloxham RFP
11. January 26, 2017 CRA agenda item on the RFP response
12. March 23, 2017 CRA agenda item 6.01 approving the Purchase and Sales Agreement for Firestone and Bloxham Annex Properties
13. March 23, 2017 CRA agenda item 7.01 discussing TDT funds

INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE CREATION AND OPERATIONS OF THE DOWNTOWN DISTRICT COMMUNITY REDEVELOPMENT AREA AND THE EXPANSION OF ANY COMMUNITY REDEVELOPMENT AREA

This Interlocal Agreement ("Agreement") is made and entered into as of this 23rd day of June, 2004, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tallahassee, Florida, a municipal corporation created and existing under the laws of the state of Florida (the "City"), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the "Agency").

RECITALS

WHEREAS, under the authority of Part III of Chapter 163, Florida Statutes (the "Act"), the City has previously created the Agency, which has the authority under the Act to plan, coordinate, and cause the redevelopment of areas of the City determined under the Act to be "slum or blighted areas"; and,

WHEREAS, the Agency is currently implementing a "community development plan" for a "community redevelopment area" (as those terms are defined in the Act) known as the "Downtown District Community Redevelopment Area" (the "District"), and the City may, from time to time, seek to declare other additional areas to be "slum" or "blighted" areas and to cause the Agency similarly to implement such "community redevelopment plans" within those "community redevelopment areas" to address the identified conditions of "slum" or "blight" in those areas; and,

WHEREAS, the County is of the belief and position that neither the City, nor the Agency may legally create or designate any new "community redevelopment area", or expand the boundaries of any existing "community redevelopment area" or exercise any powers within a new or expanded "community redevelopment area", without first obtaining from the County the specific delegation of powers enumerated in the Act or otherwise the County's consent thereto; and,

WHEREAS, the City and the Agency are of the belief and position that the City has the power and authority to create and designate any new "community redevelopment area", or expand the boundaries of an existing "Community Redevelopment Area" and exercise those powers enumerated in the Act, within the new "community redevelopment area" without first obtaining from the County any approval, delegation of powers, or consent; and,

WHEREAS, the County and City engaged in the procedures enumerated in the Intergovernmental Conflict Resolution Act, Chapter 164, Florida Statutes, in an effort to resolve their differences concerning the District; however, both parties reached an impasse, and subsequently on March 5, 2004, the County filed a Complaint against the City, challenging the creation of the District; and,

WHEREAS, the parties to this Agreement agree that the conflict between them is better resolved through negotiation and agreement rather than by litigation; and,

WHEREAS, the parties to this Agreement agree that should either party breach this Agreement or should the Agreement be terminated pursuant to Section 10 of the Agreement, that both parties specifically reserve the right to put forth their legal arguments previously articulated, and nothing herein shall be deemed to be a waiver thereof; and

WHEREAS, the parties to this Agreement agree that the establishment of a Community Redevelopment Agency and Tax Increment Financing are effective tools for the redevelopment of slum or blighted areas of the City; and

WHEREAS, the parties to this Agreement agree that it is the intent of both the City and the County that properties acquired by the Agency for the purpose of redeveloping slum or blighted areas of the District, with the exception of those intended to be maintained in public ownership, be placed back on the tax rolls as quickly and as expeditiously as possible and consistent with the approved redevelopment plan; and

WHEREAS, the County, the City and the Agency (hereinafter collectively referred to as the "parties") desire to enter into an Agreement of understanding to delineate their areas of responsibility with respect to the redevelopment of the District and the Agency's obligations and responsibilities to each taxing authority; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties do hereby agree as follows:

Section 1. Authority

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida, including expressly but not limited to the authority of Section 163.01, Florida Statutes, and the Act.

Section 2. Definitions

Unless otherwise defined herein, the following words and phrases shall have the following meanings:

- a. "Agency" means the Community Redevelopment Agency, or its successor, a public body corporate and politic.

- b. **“Act”** means Part III of Chapter 163 of Florida Statutes (2003).
- c. **“Agreement”** means this document and other terms and conditions which are included and the exhibits and documents that are expressly incorporated herein by reference.
- d. **“City”** means the City of Tallahassee, a Municipal Corporation under the laws of the State of Florida.
- e. **“Community Redevelopment Area”** means a slum area, and blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment.
- f. **“County”** means Leon County, Florida, a Political Subdivision of the State of Florida, a Charter County.
- g. **“Downtown Community Redevelopment Plan”** or **“Plan”** means the plan adopted by the City Commission on June 23, 2004, (attached hereto as Exhibit B) for redevelopment of the District, and any amendments or revisions to such plan as the City Commission may from time to time approve in compliance with and subject to the limitations of this Agreement.
- h. **“Downtown District Community Redevelopment Area”** or **“District”** means the area located within the corporate limits of the City and found and determined by the City Commission in Resolution No. 02-R-43, adopted on September 11, 2002, to be a slum and blighted area (as the term is defined in the Act), a copy of which Resolution is attached hereto as Exhibit A.
- i. **“Effective Date”** means the date upon which the last party to this Agreement has fully executed same in accordance with the formalities imposed upon such entity required by Florida Law.
- j. **“Increment Revenue”** means the amount calculated pursuant to Section 163.387(1), Florida Statutes.
- k. **“Project”** means land sales, purchases, proposals, programs, development agreements, and public and private construction related to redevelopment in the District, unless specifically prohibited by the terms of this Agreement, which are projected to exceed \$500,000, or the portion thereof

funded by the Downtown District Community Redevelopment Area Trust Fund ("Trust Fund"), is expected to exceed \$500,000. For purposes of calculating the threshold amount of \$500,000, only direct monetary expenditures on a Project from the Trust Fund, shall be included.

Section 3. Term of Downtown District Community Redevelopment Area and Agreement:

- a. The term of the District for purposes of completing all Projects contemplated hereunder shall be no later than thirty-five (35) years from the Effective Date of this Agreement. The City reserves the right to reduce the term of the District to less than 35 years as provided for in this Agreement, provided that all indebtedness, in whatever form agreed to, and other contractual obligations involving County funds have been fully satisfied. The City shall notify the County of such intent to terminate the District at least 180 days prior to such termination in accord with Section 13 (e) of this Agreement. During the term of the District, the County method of investment in any redevelopment activities proposed by the Agency within the boundaries of the District shall be subject to the terms and conditions of this Agreement and any amendments hereto.
- b. The term of this Agreement shall commence upon the Effective Date, and shall end upon dissolution of the District, however, in no event to exceed thirty-five (35) years from the Effective Date, unless earlier terminated pursuant to Section 9 of this Agreement.
- c. This Agreement is non-terminable and non-cancelable during its term, and any amendments thereto, except as provided in Section 9 herein.

Section 4. Community Redevelopment Area.

The parties recognize the validity of the existing Downtown District Community Redevelopment Areas created pursuant to City Resolution No. 02-R-43 adopted September 11, 2002. Any attempt to modify the boundaries of this District, as set forth and delineated in said Resolution, other than by dissolution of such District, shall require the prior written approval of the County. Further, the creation of a Community Redevelopment Agency or Community Redevelopment Area or any boundary adjustments to any existing or newly created Community Redevelopment Area, occurring after the effective date of this Agreement, shall also require the prior written approval of the County.

Section 5. Downtown District Community Redevelopment Area.

The County delegates to the City those powers contained in the Act for the District, and all parties agree to the following conditions:

- a. The District shall have duration of no more than thirty-five (35) years from the Effective Date of this Agreement. However, annual Increment Revenue, if necessary to meet the respective obligations set forth in

Section 6(c) hereof or to secure debt issued to meet such obligation, shall be collected for a period of no more than thirty (30) years from the date upon which the District was created by the City.

- b. The membership of the Agency shall consist solely of the membership of the City Commission, who shall act as its governing body and who shall have all those powers enumerated under the Act, unless otherwise conferred or delegated hereunder. In addition thereto, the County shall appoint two (2) ex officio members to the CRA, who each shall have a two-year term.
- c. There is hereby created a Project Review Committee for the District, which shall be comprised of four members, two of whom shall be City Commissioners and two of whom shall be County Commissioners, who shall each have a two-year term. The Agency shall not remove or otherwise diminish the authority conferred upon the Project Review Committee established herein. All decisions made by the Project Review Committee shall be made by a majority vote. In the event of a tie vote on any matter, such matter shall be referred to both the County Administrator and City Manager who shall jointly be required to propose a "Resolution" to the Project Review Committee. The Project Review Committee shall then be reconvened for purposes of consideration of the "Resolution" to said matter. Should the Project Review Committee not adopt the "Resolution," an impasse shall be declared. In the event that an impasse occurs, the Agency shall have the right, in its sole discretion, to withdraw that Project from further consideration.
- d. The Agency confers upon the Project Review Committee all those powers necessary and convenient to carry out and effectuate the specific purposes and provisions of this Agreement which relate to the Project Review Committee. The Project Review Committee shall be required to review and approve or reject all Projects, which are authorized by the Agency for funding from the Trust Fund at both the conceptual stage and at the acquisition, sale and/or construction stage, as the case may be. Every Project shall be reviewed by the Project Review Committee and be subject to their approval. The Project Review Committee shall be required to review and approve or reject all Requests for Proposals and Bids responsive thereto related to any Project, but shall not be responsible for the award and administration of such contract or agreement resulting from such procurement efforts. Final scope of such Projects shall also be subject to review and approval or rejection by the Project Review Committee.
- e. Oversight Review Board. There is hereby created an Oversight Review Board, which shall be comprised of five members consisting of the Mayor of the City of Tallahassee, the Chairman of the Leon County Board of County Commissioners, the Leon County Property Appraiser, the

Superintendent of the Leon County Schools, and the Leon County Clerk of the Court. The Oversight Review Board shall be convened solely to address matters upon which the Project Review Committee reaches an impasse. The decision of the Oversight Review Board shall be final and binding upon the Project Review Committee and all Parties. In the event that the Oversight Review Board is unable to resolve a matter by majority vote, referred to it by the Project Review Committee, an impasse shall be declared and the matter shall be resolved in accordance with Section 10, Dispute Resolution.

Section 6. Financial Provisions

- a. **Tourist Development Tax.** The County agrees to impose an additional one-cent tourist development tax on a County-wide basis, as set forth in Section 125.0104(3)(l), Florida Statutes (2003). The proceeds of one cent of the tax imposed pursuant to Section 125.0104(3)(c) and (d), Florida Statutes (2003) which is required to be remitted to the County Tourist Development Trust Fund, in accordance with Section 125.0104(3)(i), Florida Statutes (2003), shall be dedicated exclusively for costs associated with a Performing Arts Center(s) to be located in the Downtown District Community Redevelopment Area. The Performing Arts Center project(s) shall be specifically subject to the review and approval or rejection of the Project Review Committee. Upon the request of the Agency, the County shall authorize, approve, and execute such documents as are necessary to authorize and permit the Agency to issue debt and pledge the above referenced proceeds for the repayment of that debt including the payment of debt service and costs of issuance. Any portion of the Tourist Development Tax not needed for the payment of debt service, construction and/or operational costs for the Performing Arts Center(s), shall at the option of the Agency and upon approval of the Project Review Committee be returned to the Leon County Tourist Development Trust Fund, for use for the purposes thereof.
- b. **Gaines Street Reconstruction Project.** The County agrees to contribute \$10.7 million, to be derived from its share of sales tax extension revenues as identified in Leon County Ordinance 00-35, to be used exclusively for the Gaines Street Reconstruction project as set forth in Leon County Resolution 00-30, dated June 1, 2000, as amended by Leon County Resolution No. R.03-63, dated September 23, 2003, provided the City contributes a minimum of \$17 million, derived from its share of sales tax extension revenues, to be used for the Gaines Street Reconstruction project, as identified herein, and the east/west pairing reconstruction project associated with the Gaines Street Reconstruction project and associated land acquisition and transportation related improvements in connection therewith. The County shall remit the subject funds to the City not later than 180 days from receipt of written notice from the City that the City funds have been contributed and the County funds are needed for the project. The subject funds shall be deposited into a City Project Work

Order for the project and the responsibility for design, construction and operation of the project shall be strictly that of the City.

- c. Joint Funding of Downtown District Community Redevelopment Area Trust Fund. The County agrees to pay \$15,000,000 and the City agrees to pay \$13,000,000 by September 30, 2005, to the Trust Fund. In no event shall funds from Sales Tax, Municipal Service Taxing Unit or utility service revenues be used to make these contributions. If these payments are made prior to September 30, 2005, then the entity making the payment will be relieved from any future Increment Revenue payments required to be made to the District.

Based on the need for the funding of Projects approved by the Project Review Committee, and other permitted uses of Trust Fund monies, the Agency, shall make written demand on the City and County for payment into the Trust Fund of all or a portion of the outstanding balance owed, which may be due after September 30, 2005. Any such partial payment shall be in the respective percentages of the total obligation set forth above. Such payment shall be made, with accrued interest, within 180 days of Notice by the Agency.

In the event the Agency does not demand payment as described above of the full agreed upon amount prior to September 30, 2005, interest on the outstanding balance will be paid into the Trust Fund on October 1 of each year in which payment is deferred, accruing at 4.50 % or the annual Consumer Price Index ("CPI") rate in effect on October 1 of each year, whichever is greater. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84-100 (unadjusted), as published monthly by the Bureau of Labor Statistics, United States Department of Labor.

Until the principal and all accrued interest, if any, of the agreed amounts are paid (County - \$15,000,000; City - \$13,000,000), the City and the County agree to pay annually the Increment Revenue to the Trust Fund. The Agency will remit to the account designated by the County the increment amount attributed to the EMS Municipal Services Taxing Unit and the Indigent Health Care Municipal Services Taxing Unit collected within the District. Such remittance will be made within ten (10) calendar days of receipt of payment by the Agency. The remaining amount contributed by each entity will be applied to the outstanding balance owed by that entity, including interest owed as described above.

If either the City or the County desire to finance its required contribution or any portion thereof through the issuance of debt secured by Increment Revenue collected within the District, the Agency agrees upon the request of such party to authorize, approve, and execute such documents as are necessary to authorize and permit that Party to issue debt and pledge the

Increment Revenue for the repayment of that debt, including the payment of debt service and cost of issuance.

Once the total amount owed is paid off by either Party, that Party shall be fully relieved of any obligation to remit Increment Revenue to the Agency or District Trust Fund.

- d. Trust funds shall not be used to provide direct lease subsidies within the District. Trust funds shall not be used to provide indirect lease subsidies unless they are specifically approved by the Project Review Committee. A lease subsidy is defined as any payment from the Trust Fund, through the Agency, to either a property owner or a tenant for the express purpose of reducing the tenant's lease costs. The requirement of inclusion of retail or commercial space in a given Project shall not constitute a lease subsidy.
- e. Funds and other assets received by the Agency unrelated to the District or through grants, gifts, donations, or in any other manner accruing to the District, including Increment Revenue contributed by the City in excess of its required obligation under Section 6(c) hereof and Increment Revenue from the Downtown Improvement Authority, except as described below, shall remain the assets and/or funds of the Agency and shall not be in any way subject to the provisions of this Agreement. Funds and other assets received by the Agency from the sale or lease of Projects financed by the Agency within the District shall remain subject to the provisions hereof for the entire Term of this Agreement
- f. In the event of any subsequent refinancing of debt secured by Increment Revenue or Tourist Development Tax revenue issued pursuant to this Agreement, any debt service savings shall accrue to the benefit of the Trust Fund.
- g. As a result of the provisions of this Agreement, subject to the provisions of Section 6(c) hereof, the County is hereby relieved of its obligation under the Act to deposit Increment Revenue or any other funds into the Community Redevelopment Downtown District Trust Fund, and the City and the Agency shall be deemed to have waived their rights under the Act to require the County to make such payments.

Section 7. Records and Reporting. For Projects within the Downtown District Community Redevelopment Area. The Agency shall:

- a. Maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures and practices, which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City and/or Agency in connection with the Projects or otherwise paid or to be paid from either Incremental Revenues or the proceeds of increment obligations, or paid from revenues derived from the Tourist Development Tax or revenues otherwise contributed by

the County to the District, and said books, records, documents and other instruments shall be retained by the City and the Agency for a period of three full years after termination of this Agreement. However, notwithstanding the above, construction records, documents, and reports shall be retained by the City and the Agency for a period of five full years after completion of any such Project, unless said records, documents, and reports are required to be maintained pursuant to federal income tax regulations for arbitrage rebate calculation purposes, upon which said records, documents, and reports shall be retained for a period of three years after termination of this Agreement; and

- b. Provide to the Project Review Committee, within 45 days after March 31 and September 30 of each year, a report which shall contain a narrative description of the work completed on any Projects according to the project schedule, a description of any change orders then pending or executed, and a budgetary summary detailing planned expenditures and actual expenditures; and
- c. Provide the County and the City upon completion of construction of any Project with a certification to the County from a professional engineer licensed to practice in the State of Florida, that the improvements have been completed according to the plans and specifications approved for such Project; and
- d. Within 120 days after the end of each fiscal year, provide the Project Review Committee a report for the preceding fiscal year itemizing all expenditures made by the City and/or Agency from proceeds of Increment Revenue, increment obligations, Tourist Development Tax proceeds, and/or other County contribution to the Trust Fund, setting forth all interest earnings from the investment of proceeds of Increment Revenue, increment obligations, Tourist Development Tax proceeds, and/or County revenue contributions, and calculating the balance of any unexpended proceeds.

Section 8. Audit.

- a. The County shall have the right from time to time at its sole expense to audit the compliance by the City and the Agency with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, the right to audit from time to time for compliance by the City and the Agency with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement as it relates to construction of Projects shall extend for a period of five (5) years after the completion of the Projects.
- b. The County shall have full access, for inspection, review, and audit purposes, to all items referred to in the preceding paragraph.

- c. The City and the Agency shall insure that all aforementioned recordkeeping, reporting, and audit requirements are included in any contracts and subcontracts entered into by the City and/or Agency with any party for the construction, purchase, sale or lease related to a Project authorized in this Agreement.
- d. During the term of this Agreement, or any amended term of this Agreement, the City and the Agency shall provide to the County an annual report as required by Sections 163.387(8) and 163.356(3), Florida Statutes. The City and the Agency shall include a comparison of plan goals, objectives, and policies to annual program accomplishments and an analysis comparing current tax base to the base year, in addition to the statutorily required financial statements.
- e. During the term of this Agreement, or any amended term of this Agreement, the City and the Agency shall provide a report to the County on an annual basis, as required by Section 163.356(3)(c), Florida Statutes, to effectively demonstrate accountability for the resources and activity. The activity report shall be provided in a format approved by the County, City and Agency, and must include both expenditures for the current fiscal year and cumulative financial information for each individual project or activity undertaken pursuant to the Community Redevelopment Area Plan. Specific details of the reporting shall be part of the terms and conditions of any amendments to this Agreement.

Section 9. Termination.

- a. If any Party fails to comply with any terms or conditions of this Agreement or default in any of its obligations under this Agreement, and shall fail within thirty (30) calendar days after written notice to the non-compliant party to correct such default or non-compliance, the non-defaulting party, at its option may forthwith terminate this Agreement.
- b. In the event that either the City or the Agency removes or otherwise diminishes any delegated authority under this Agreement, as identified under Section 5, or otherwise defaults in any of its obligations under this Agreement, the County, at its sole option, may forthwith terminate this Agreement, and the City or the Agency, jointly and severally shall be liable to County for all funds paid pursuant to the provisions of this Agreement by the County to the Trust Fund or to any other fund or entity, or otherwise owed or pledged thereto, for the purposes of and retroactive to the effective date of this Agreement. In the event that the County defaults in any of its obligations under this Agreement, the City and Agency shall have all rights and privileges under Chapter 163, Florida Statutes, and the County shall be liable to the Agency for all Increment Revenue otherwise due to the Agency since the date of this Agreement, notwithstanding the limitations set forth in this Agreement.

- c. The grounds for termination and the remedy set forth in this Section are intended to be cumulative with those set forth in other paragraphs in this Agreement, as well as those otherwise available to the parties at law or at equity.

Section 10. Dispute Resolution.

- a. The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Paragraph. 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 10. The aggrieved party shall give written notice to the other party, in the manner set forth in Section 13.e., setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the “Dispute Notice.”
- b. Should the parties be unable to reconcile any dispute, the appropriate Agency, City and County personnel 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 both, they shall report their decision, in writing, to the City Manager and County Administrator. If they are unable to reconcile their dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting of the City Manager and County Administrator at their earliest opportunity, but in any event within 20 days following receipt of a Dispute Notice, to attempt to reconcile the dispute.
- c. If a dispute is not resolved by the foregoing steps within thirty (30) 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 10.010(c), Florida Rules for Mediators, and shall be selected by the parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 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.
- d. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the parties, then such dispute may be referred to binding arbitration by either party. Such arbitration shall be

conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

1. Such arbitration shall be initiated by delivery, from one party (the "Claimant") to the other (the "Respondent"), or 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 with written notice thereof specifying the nature of such claims and the amount, if any, involved.

2. 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 a third arbitrator. Each of the arbitrators so appointed shall have experience in local government issues relating to Community Redevelopment Agencies.

3. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third 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.

Section 11. Procedure for the Creation of New Community Redevelopment Agencies or the Expansion of Existing Community Redevelopment Agencies.

The City and County agree either Party may only propose new Community Redevelopment Areas in areas within the City limits or boundary adjustments to existing Community Redevelopment Areas, subject to the provisions of this Section. Should either the City or County propose a new Community Redevelopment Area, or a boundary adjustment to an existing Community Redevelopment Area, it shall be required to first receive the prior written approval of the other Party. The City and the County agree to negotiate the boundaries, the duration of future Community Redevelopment Areas and such Increment Revenue in good faith.

Section 12. Charter Amendments

The City and County pledge that neither the City nor the County shall initiate any charter amendment to either the City or County Charter during calendar year 2004 which

in any way concern, effect or otherwise impact the budgetary or operational matters of either entity.

Section 13. General Provisions.

- a. Assignment. The parties shall not assign any portion of this Agreement without written consent first obtained from the other parties and any assignment made contrary to the provisions of this Paragraph may be deemed a default of the Agreement and, at the option of the other parties, shall not convey any rights to the assignee.
- 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. Independent Contractor. Nothing in this Agreement shall be construed to create a relationship or employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provision of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County, the City and the Agency.
- d. Non-waiver. Failure 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.
- e. Notice. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to the County as follows:

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

and to the City as follows:

City Manager
City Hall

300 S. Adams Street, Box A-21
Tallahassee, Florida 32301

and to the Agency as follows:

Executive Director
City Hall
300 S. Adams Street
Tallahassee, Florida 32301

- f. Force Majeure. A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance. Neither party shall be liable to the other for damages caused by such events. This provision shall not apply to obligations to make payments under Paragraph 6 of this Agreement.
- g. 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.
- h. Indemnification. To the extent permitted by law, each party agrees to indemnify, defend and hold harmless the other party, its officials, officers, and employees, from and against all liabilities, damages, costs and expenses, including but not limited to a reasonable attorney's fee, to the extent that same are caused by the negligent or wrongful acts or omissions of the indemnifying party, or its officials, officers, or employees, in the performance of this Agreement. The liability of each party, as set forth in this Paragraph, is intended to be consistent with limitations of Florida law,

including the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligations imposed by this Paragraph shall be deemed to alter said waiver or to extend the liability of a party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the indemnifying party may be entitled.

- i. Amendment. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Commission, the Governing Board of the Agency, and the County's Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the parties hereto and their respective successors and assigns, if any. Any party to this Agreement shall have the right, but not obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing as described above.
- j. Third Party Beneficiary. This Agreement is solely for the benefit of the County, the City, and the Agency, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either express or implied is intended or shall be construed to confer upon or give any person, corporation, or governmental entity or agency, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
- k. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should a material term, provision, covenant, or condition of this Agreement be held unenforceable by a Court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternative contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position, or otherwise mitigate the loss of protection or benefit resulting from the mitigation.
- l. Litigation. In exchange for the full compliance of the terms and conditions of this Agreement, the County agrees to dismiss with prejudice the lawsuit filed against the City of Tallahassee, Case No. 2004-612 dated March 5, 2004 with each party to pay its own attorneys fees and costs. In

addition, the Parties agree not to challenge an Agency bond validation, if any, for the funding of the other parties' contribution to the Trust Fund.

- m. Limited Application. Except with respect to Sections 4 and 11 herein, this Agreement shall in no event be construed as applying to the Frenchtown Southside Community Redevelopment District established September 23, 1998.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives this 16th day of August, 2004.

Approved as to form:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

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



Attest:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: [Signature]

LEON COUNTY, FLORIDA

By: [Signature]
Jane G. Sauls, Chairman
Board of County Commissioners

Date: August 16, 2004

Approved as to form:
CITY ATTORNEY'S OFFICE

By: [Signature]
James R. English, Esq.
City Attorney

CITY OF TALLAHASSEE, FLORIDA

By: [Signature]
John R. Marks, III
Mayor, City of Tallahassee

Date: August 16, 2004

Attest:

By: [Signature]
Gary Herndon
City Treasurer-Clerk

COMMUNITY REDEVELOPMENT AGENCY

By: [Signature]
Chairman

INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE USE OF DESIGNATED TOURIST DEVELOPMENT TAX FUNDS FOR DEMOLITION AND SITE PREPARATION TO SUPPORT THE PROPOSED DOWNTOWN PERFORMING ARTS CENTER IN THE DOWNTOWN DISTRICT COMMUNITY DEVELOPMENT AREA

WHEREAS, the City of Tallahassee (“City”), Leon County, Florida (“County”), and the Tallahassee Community Redevelopment Agency (“CRA”) entered into an interlocal agreement (“Interlocal Agreement”) dated June 23, 2004 concerning the Downtown Community Redevelopment District (“District”); and

WHEREAS, Section 6.a. of the Interlocal Agreement provided that the County would levy an additional one-cent of Tourist Development Tax to support the development of a Performing Arts Center, which the County has adopted by ordinance; and

WHEREAS, in 2006 the City, County and CRA approved the First Amendment to the Interlocal Agreement which provided that the CRA would be responsible for the allocation of the designated Tourist Development Tax revenue to support the development of the Performing Arts Center; and

WHEREAS, in 2005 the City acquired the property bounded by Bronough Street, Gaines Street, Madison Street and Duval Street (“Johns Building Block”) from the State of Florida; and

WHEREAS, in 2007 the City entered into an Option Agreement for Sale and Purchase with the Florida Center for Performing Arts and Education Inc. (“Florida Center”) for the Johns Building Block for the purposes of constructing a Performing Arts Center subject to the Florida Center meeting certain milestones to demonstrate the capacity to fund the construction of proposed Performing Arts Center; and

WHEREAS, in 2008, the CRA and the Florida Center entered into an agreement for funding in the amount of \$562,500.00 for a public awareness program and a private fundraising campaign for the proposed Performing Arts Center; and

WHEREAS, the Florida Center has requested that the existing Johns and Clemons buildings on the Johns Building Block, (the “Johns and Clemons Buildings”) be demolished and the site restored to support the development of the proposed Performing Arts Center; and

WHEREAS, on June 17, 2008 the CRA Board of Directors approved an action to enter into an agreement with the City to provide funding up to \$796,000.00 from the

designated Tourist Development Tax to fund the costs associated with the demolition of the Johns and Clemons Buildings; and

WHEREAS, on July 9, 2008 the Tallahassee City Commission approved an agreement with the CRA to administer and oversee the demolition and site preparation work associated with the demolition of the Johns and Clemons Buildings, with the CRA providing the funding for the demolition and associated site work in an amount not to exceed \$796,000.00; and

WHEREAS, on July 22, 2008 the Leon County Board of County Commissioners approved an agreement with the City and CRA to release the designated Tourist Development Tax funds in an amount not to exceed \$796,000.00 to the CRA for the costs associated with the demolition and site preparation work on the Johns Building Block to support the proposed Performing Arts Center.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties do enter into this Agreement and do hereby agree as follows:

Section 1. Authority

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida, including expressly but not limited to the authority of Section 163.01, Florida Statutes, and the Act.

Section 2. Definitions

Unless otherwise defined herein, the words and phrases used herein shall have the same meanings as defined in Section 2 of the Interlocal Agreement, as amended, and are incorporated and made a part hereof by reference.

Section 3. Incorporation of Sections of the Interlocal Agreement

Sections 7, 8, 9, 10 and 13 (a)-(k) of the Interlocal Agreement, as amended, are incorporated and made a part hereof by reference.

Section 4. Provision of Funds

The County will provide the CRA with \$508,425.00 from the designated Tourist Development Tax revenue upon full execution of this Agreement. The CRA will provide funding to the City for the expenses associated with the demolition of the Johns and Clemons Buildings and associated site preparation (collectively the "Scope of Work") as provided in the Proposed Demolition Costs (Attachment 1). The City will execute and administer all contracts for the work identified in Attachment 1 and provide direct project oversight.

If during the course of the Scope of Work, additional costs are encountered, above those identified in Attachment 1, the City shall provide the CRA with a written justification for the additional expenses and a revised Demolition Cost estimate. CRA

staff shall review the revised Demolition Cost estimate and determine whether the additional costs are consistent with the approved Scope of Work and costs to support the proposed Performing Arts Center. If the CRA staff determines that the revised Demolition Cost estimate is consistent with the approved Scope of Work, then the CRA will submit a request to the County for the additional funds identified in the revised Demolition Cost estimate. The County shall provide the CRA with the requested additional funds from the designated Tourist Development Tax revenue. In no event shall the total amount of funding provided under this agreement exceed \$796,000.00.

Upon the completion of the Scope of Work, the City shall provide to the CRA and the County a final report identifying all expenses incurred. The CRA shall verify that the City has been properly reimbursed for all approved expenses as provided for in the Demolition Cost estimate. Upon the completion of the Scope of Work, the CRA shall remit to the County any unexpended Tourist Development Tax funds that were provided through this Agreement. These remitted funds shall be returned to the appropriate funds available for the Performing Arts Center from the Tourist Development Tax.

Section 5. Reimbursement of Tourist Development Tax Funds

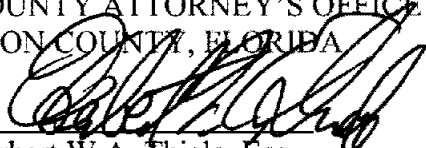
The reimbursement of the Tourist Development Tax funds by the City to the CRA, and by the CRA to the County, will be required if or (a) the City terminates its Option Agreement for Sale and Purchase of the Johns Building Block with the Florida Center; or (b) the City enters into another Option Agreement for Sale and Purchase of the Johns Building Block and the terms of that agreement do not require the construction of a Performing Arts Center, the City must provide the reimbursement to the County within twelve months of the date of either action described in (a) or (b). However, if the City terminates the Option Agreement for Sale and Purchase with the Florida Center, and within a twelve month period of the termination, enters into a new Option Agreement for Sale and Purchase for the Johns Building Block that provides for the construction of a Performing Arts Center by another party, the reimbursement will not be required..

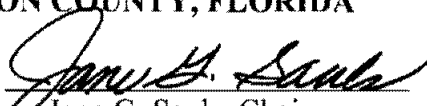
If the proposed Performing Arts Center is not constructed on the Johns Building Block then the City agrees to reimburse the CRA, which agrees to reimburse the County, for the Tourist Development Tax funds that were expended for the demolition and associated site improvements described in the Scope of Work. The County shall return the funds reimbursed by the City to the funds available for the Performing Arts Center from the Tourist Development Tax.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives this 22nd day of July, 2008.

LEON COUNTY, FLORIDA

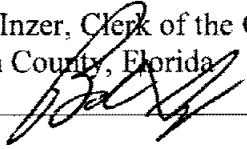
Approved as to form:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA


Herbert W.A. Thiele, Esq.
County Attorney

By: 
Jane G. Sauls, Chair
Board of County Commissioners

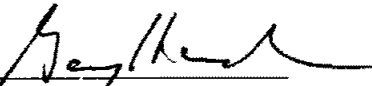
Date: 8-26-08




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

CITY OF TALLAHASSEE

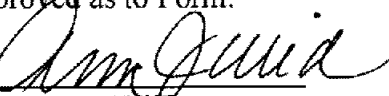
ATTEST:

By: 
Gary Herndon
City Treasurer-Clerk

By: 
John R. Marks, III
Mayor, City of Tallahassee

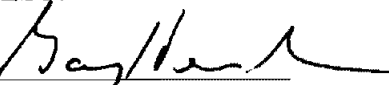
Date: 9-11-08

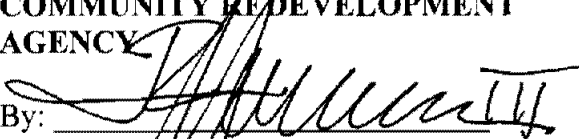
Approved as to Form:

By: 
Ann Wild
Assistant City Attorney

**COMMUNITY REDEVELOPMENT
AGENCY**

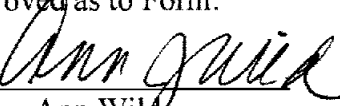
ATTEST:

By: 
Gary Herndon
City Treasurer-Clerk

By: 
John R. Marks, III
Chair

Date: 9-11-08

Approved as to Form:

By: 
Ann Wild
Assistant City Attorney

Attachment 1

GAINES STREET DEMOLITIONS - PROPOSED COSTS

ITEM	JOHNS BLD	CLEMONS BLD	319 WEST MADISON	TOTAL
Environmental Assessment (provided by State)				
Permit Application	\$ 800.00	\$ 325.00	\$ 1,000.00	\$ 2,125.00
Abatement	98,125.00	44,187.50	31,780.00	174,092.50
Deconstruction	5,800.00	1,000.00	7,750.00	14,550.00
Mechanical	2,900.00			2,900.00
Demolition	119,564.00	15,035.00	19,755.00	154,354.00
* Below Grade Abatement (1 ton)		272.57		272.57
Site Cleanup	15,370.00	1,500.00	5,650.00	22,520.00
TOTAL LOW BIDS:	\$ 242,559.00	\$ 62,320.07	\$ 65,935.00	\$ 370,814.07
Permitting (estimated)	3,000.00	1,500.00	1,500.00	6,000.00
Abatement Monitoring	25,500.00	15,500.00	12,500.00	53,500.00
Estimated 108 tons of concrete @ \$272.57		29,437.56		29,437.56
Oil Tank	16,608.00			16,608.00
Well	7,342.00			7,342.00
Contaminated Soil	16,643.00			16,643.00
HVAC Removal	13,256.00			13,256.00
Fencing (Johns and Clemons in one block)	7,630.00		1,680.00	9,310.00
Construction Management	20,000.00			20,000.00
TOTAL RELATED COSTS:	\$ 109,979.00	\$ 46,437.56	\$ 15,680.00	\$ 172,096.56
PLUS: TOTAL LOW BIDS (ABOVE):	\$ 242,559.00	\$ 62,320.07	\$ 65,935.00	\$ 370,814.07
	\$ 352,538.00	\$ 108,757.63	\$ 81,615.00	\$ 542,910.63
10% Contingency	35,253.80	10,875.76	8,161.50	54,291.06
GRAND TOTAL:	\$ 387,791.80	\$ 119,633.39	\$ 89,776.50	\$ 597,201.69
CRA / BED TAX FUNDING:	\$ 387,791.80	\$ 119,633.39		\$ 507,425.19
COT FUNDING:			\$ 89,776.50	\$ 89,776.50

* Below Grade Abatement: The Clemons Building has asbestos insulated piping underneath the building that is encased in solid concrete. The pricing in the bids was on a per ton basis as there is no way to calculate the exact volume and weight of the concrete.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE
AND LEON COUNTY REGARDING PROGRAMMING FOR THE CAPITAL CASCADES
STAGE AND CONCERT SERIES AT THE CAPITAL CITY AMPHITHEATER AT
CASCADES PARK**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 11th day of July, 2013, pursuant to the authority of Section 163.01, Florida Statutes, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (the "City") and LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County") for the purpose of developing operational guidelines for the Leon County Division of Tourism Development Sponsored Events at the Capital City Amphitheater at Cascades Park ("Amphitheater") to be known as the Capital Cascades Stage and Concert Series. The City and County may be referred to collectively as "Parties".

RECITALS

WHEREAS, the Amphitheater has been created as an amenity in Cascades Park, utilizing both Blueprint 2000 funds and Leon County Tourist Development Tax proceeds; and,

WHEREAS, programming of the Amphitheater will include local festivals and local events as well as regional ticketed concerts, the Capital Cascades Stage and Concert Series; and,

WHEREAS, the City and County agree that the Amphitheater has been constructed as a venue for large outdoor concerts drawing the caliber of entertainment suitable to be a regional attraction in an effort to drive economic development through tourism; and that up to a maximum of ten (10) ticketed events will be scheduled to occur within the first eighteen (18) months of operation of the Amphitheater, ("Capital Cascades Stage and Concert Series"); and,

WHEREAS, the Parties also agree that the Amphitheater is intended to attract events that are oriented to the entire community in all of its diversity; and

WHEREAS, the Parties recognize the benefits of hiring a management company to develop and manage the programming of the Capital Cascades Stage and Concert Series at the Amphitheater and of establishing a volunteer committee to be known as the Strategic Team for Amphitheater Grand Entertainment ("STAGE"); and,

WHEREAS, the Parties recognize the need to establish guidelines and responsibilities for STAGE, City staff and County staff related to the Capital Cascades Stage and Concert Series. This Agreement is intended to establish those guidelines, which are limited to the Capital Cascades Stage and Concert Series Events.

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

SECTION 1. INCORPORATION OF RECITALS. The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof as if set forth below.

SECTION 2. ESTABLISHMENT OF THE STRATEGIC TEAM FOR AMPHITHEATER GRAND ENTERTAINMENT (STAGE).

1. Purpose: There is hereby established a Strategic Team for Amphitheater Grand Entertainment, hereinafter "STAGE" or "STAGE Committee" to act as a "Focus Group" with regard to the Capital Cascades Stage and Concert Series held at the Capital City Amphitheater ("Amphitheater"). The STAGE Committee shall develop guidelines for the Capital Cascades Stage and Concert Series at the Amphitheater as set forth herein.

2. Membership: The STAGE Committee shall have seven (7) members. Membership of the STAGE Committee shall consist of the following:

- a. Director of the Leon County Division of Tourism Development.
- b. Director of the City's Department of Parks, Recreation, and Neighborhood Affairs ("PRNA").
- c. Representative from the Cultivate Cascades Initiative Team of the Knight Creative Communities Institute ("KCCI") who will be replaced by a rotating appointment, as outlined below.
- d. Representative appointed by the Myers Park Neighborhood Association.
- e. Representative appointed by the Woodland Drives Neighborhood Association.
- f. Representative from Seven Days of Opening Nights at Florida State University, appointed by Florida State University.
- g. Representative from the Lyceum Series at Florida A&M University, appointed by Florida A&M University.

3. Membership Terms. The Director of the Leon County Division of Tourism Development and PRNA Director shall be permanent members. The KCCI, Myers Park Association, Woodland Drives Neighborhood Association, Seven Days of Opening Nights and Lyceum Series members shall serve two-year terms. Upon the expiration of the first two-year term the KCCI membership shall cease, and be replaced with a seventh member who shall then become a member representing the community-at-large appointed by either the City Commission or the Board of County Commissioners on a rotating basis for a two-year term. The Board of County

Commissioners shall appoint the first community-at-large member. Upon the expiration of the first two-year term for the Myers Park Association, the Woodland Drives Neighborhood Association, Seven Days of Opening Nights, and Lyceum Series members, those organizations shall have an opportunity to select a new member to represent each organization, or may reappoint the current member representative to the STAGE Committee for another two-year term.

4. STAGE Operations: The STAGE Committee shall be and act as a “Focus Group” of the Board of County Commissioners, which shall comply with all policies applicable to such committees. All meetings of the STAGE Committee shall be advertised, open to the public, and minutes of the meetings shall be taken. Pursuant to Section 6 herein, the City Manager and County Administrator, acting jointly are authorized to revise the membership of the STAGE Committee and its duties and responsibilities.

SECTION 3. STAGE COMMITTEE RESPONSIBILITIES.

The STAGE Committee shall make reports to the City Manager and the County Administrator, related to the Capital Cascades Stage and Concert Series on:

1. Developing a booking policy that will reserve certain priority dates for a maximum of ten (10) Capital Cascades Stage and Concert Series events to occur within the first eighteen (18) months of Amphitheater operation.
2. Coordinating a master calendar for the Capital Cascades Stage and Concert Series events.
3. Exploring various musical and performance genres.
4. Developing community-oriented and other cultural programming, reflective of the diversity of the Tallahassee-Leon County community.
5. Developing a plan for concert and event times for the Capital Cascades Stage and Concert Series consistent with the Amphitheater’s hours of operation and this Agreement.
6. Developing a plan and procedure for special exceptions to Amphitheater hours of operation for federal, state, or locally recognized holidays, which special exceptions shall be submitted to and approved by the City Manager and County Administrator, acting jointly, in writing prior to the first event of the Capital Cascades Stage and Concert Series.
7. Developing a plan to address concerns, if any, of adjacent neighborhoods related to the Capital Cascades Stage and Concert Series.
8. Recommending the number of permissible Capital Cascades Stage and

Concert Series events to occur annually after the first eighteen (18) months of Amphitheater operation.

9. Reviewing on a monthly basis for the first twelve (12) months of Amphitheater operation all activity related to the Capital Cascades Stage and Concert Series. After the first twelve (12) months of Amphitheater operation, conducting such reviews on a quarterly basis.
10. Recommending whether earned profits from the Capital Cascades Stage and Concert Series, if any, should be expended for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

Pursuant to Section 6 herein, the City Manager and County Administrator are authorized to revise the duties and responsibilities of the STAGE Committee.

SECTION 4. CITY STAFF RESPONSIBILITIES.

City staff shall:

1. Conduct regular maintenance of the Amphitheater as part of routine Cascades Park operations.
2. Establish price lists for services provided by the City for the Capital Cascades Stage and Concert Series.
3. Allow the Capital Cascades Stage and Concert Series consisting of a maximum of ten (10) ticketed outdoor concerts to occur at the Amphitheater within the first eighteen (18) months of Amphitheater operation, provided all City permitting requirements are complied with.
4. Implement use agreements with owners of parking lots and facilities surrounding the park.
5. Create a traffic control plan which may include parking limitation signs in surrounding neighborhoods to limit ingress to adjacent neighborhoods during the Capital Cascades Stage and Concert Series events.
6. In the event that the Meridian Point Building is acquired by the City and becomes available for redevelopment within the initial five (5) year term of this Agreement or any subsequent two (2) year renewal term, it is recognized by the Parties that Amphitheater operations would benefit from dressing rooms, restrooms, production office, box office, catering space, which therefore shall be incorporated, if feasible, into the design of any proposed

redevelopment of the first level of the Meridian Point Building.

7. If the Meridian Point Building is acquired by the City, work with County staff to develop an agreement to share the costs of operating the building for the benefit of the Amphitheater.
8. Invoice the County, after completion of each Capital Cascades Stage and Concert Series event for the cost of City services, as specified in the City's Special Events Permit process.
9. Work with the Leon County Division of Tourism Development, the management company, if any, and the concert/event promoter(s) on all aspects of each Capital Cascades Stage and Concert Series event staging and production.
10. Provide services for the Capital Cascades Stage and Concert Series, as agreed upon in City's Special Events Permit process.
11. Work with the STAGE Committee and the Leon County Division of Tourism Development to address neighborhood concerns, if any.
12. Adjust neighborhood trash pickup schedules following a Capital Cascades Stage and Concert Series event, if necessary.
13. Work with County staff to assist the STAGE Committee in developing a plan, providing that profits from the Capital Cascades Stage and Concert Series are used for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

SECTION 5. COUNTY STAFF RESPONSIBILITIES.

County staff shall:

1. Provide for a private management company retained through a competitive selection process or budget for salary and benefits for a program manager, who shall be an employee of the County.
2. If the Meridian Point Building is acquired by the City, work with City staff to develop an agreement to share the costs of operating the building for the benefit of the Amphitheater.
3. Work with concert promoters to establish ticket prices and make all final

decisions on booking entertainment for each Capital Cascades Stage and Concert Series event.

4. After completion of each Capital Cascades Stage and Concert Series event and upon receipt of an invoice from the City, pay such approved costs to the City for services as agreed upon in City's Special Events Permit in accordance with the City's price list.
5. Provide any advance funding, where appropriate or necessary to book a Capital Cascades Stage and Concert Series event.
6. Provide funding, where appropriate, to enter into self-promotion or co-promotion agreements with concert promoters.
7. Maintain profit and loss records for each Capital Cascades Stage and Concert Series event. Revenues may consist of ticket revenues, sponsorships, concession fees, percentage of food and beverage sales, VIP hospitality area income, percentage of merchandise sales and other sources as identified. Costs may include, but are not limited to, fees due to the concert or event, promoter/entertainment, and related concert costs.
8. Work with City staff to develop a plan, which will provide that profits from the Capital Cascades Stage and Concert Series are used for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.
9. Retain all profits earned, if any, from the Capital Cascades Stage and Concert Series events to be held within the first eighteen (18) months of operation of the Amphitheater, in an account to be managed by the County, specifically to use for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee. The County shall make available an annual statement of earned revenues from the Capital Cascades Stage and Concert Series for interested parties.
10. Issue a Request For Proposals, if necessary, and enter into an agreement for electronic ticketing.
11. Operate a box office and reconcile concert ticket sales and associated event costs with the concert promoter.
12. Through the Leon County Division of Tourism Development, market the Capital Cascades Stage and Concert Series events to regional audiences.

13. Develop and sell possible Capital Cascades Stage and Concert Series sponsorship opportunities, subject to PRNA approval, within the Amphitheater.
14. Unless a special exception for a holiday is submitted to and approved by the City Manager and County Administrator pursuant to this Agreement, require all entertainment provided at the Capital Cascades Stage and Concert Series to be completed not later than 11:00 p.m. on Fridays and Saturdays, and not later than 10:00 p.m. on Sundays through Thursdays. No Capital Cascades Stage and Concert Series event shall begin earlier than 7:00 a.m. on any day of the week.
15. Require the management company, if any, to comply with any noise ordinance enacted by the City or the County.
16. Obtain a City Special Events Permit for each Capital Cascades Stage and Concert Series event.

SECTION 6. CITY MANAGER AND COUNTY ADMINISTRATOR.

This Agreement authorizes the City Manager and the County Administrator to resolve all programming, policy, and governance matters that may arise during the planning, implementation, and operation of the Amphitheater for the Capital Cascades Stage and Concert Series. However, should the City Manager and County Administrator be unable to resolve such matters, then the provisions of Section 9B shall apply. The City Manager and County Administrator, acting jointly, are hereby authorized to enhance or revise the membership and responsibilities of the STAGE Committee as needed.

SECTION 7. EFFECTIVE DATE.

This Agreement shall be effective ("Effective Date") when filed with the Clerk of the Circuit Court pursuant to Section 163.01(11), Florida Statutes after approval and execution by both Parties.

SECTION 8. TERM, RENEWAL, TERMINATION, REVIEW.

The term of the Agreement shall be for a period of five (5) years commencing upon the Effective Date and shall be renewed automatically thereafter for two (2) year terms, unless either the City or County provides written notice to the other Party of its intent not to renew this Agreement, not later than sixty (60) days prior to the end of the then current term.

If either Party fails to comply with any of the material terms or conditions of this Agreement or otherwise defaults in any of its material obligations under this Agreement and shall fail, within sixty (60) calendar days after written notice from the other Party to correct such default or

noncompliance, the non-defaulting Party may, at its option, terminate this Agreement.

It is the intent of the Parties to conduct a joint City and County review of the contractual terms, conditions and performance of the Parties, to occur not less than eighteen (18) months after the Effective Date of this Agreement.

SECTION 9. MISCELLANEOUS.

A. 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.

B. 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 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."

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.

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.

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).

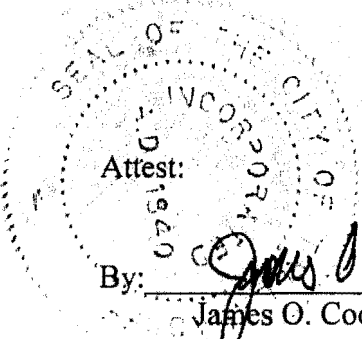
- a. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of 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 have caused this Agreement to be executed by their duly authorized representatives this 11th day of July, 2013.


Approved by the City Commission on July 10, 2013.

Approved by the Leon County Board of County Commissioners on July 9, 2013.

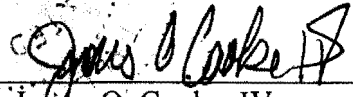
Filed with the Leon County Clerk of Court on August 14, 2013.



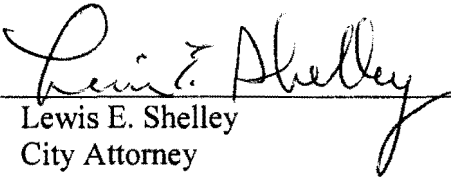
CITY OF TALLAHASSEE

By: 
John R. Marks, III
Mayor

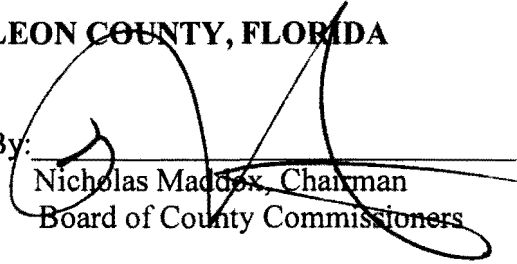
Attest:

By: 
James O. Cooke, IV
City Treasurer Clerk

Approved as to form:

By: 
Lewis E. Shelley
City Attorney

LEON COUNTY, FLORIDA

By: 
Nicholas Maddox, Chairman
Board of County Commissioners

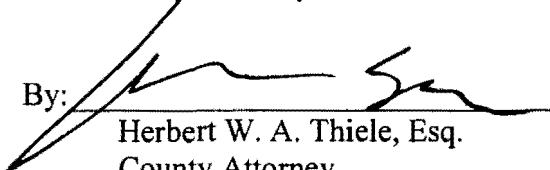
Attest:

Bob Inzer, Clerk of 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

Cover Sheet for Agenda #23

December 9, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Interlocal Agreements to Effectuate the Reallocation of the Tourism Development Tax

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Parades, Director of the Office of Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Ryan Aamodt, Management Intern

Fiscal Impact:

This item has a fiscal impact by redirecting 1¼-cent tourism development taxes (TDT) or an estimated \$1,125,000 beginning in FY 2015 as well as \$150,000 of general revenue for the operation of Council on Culture & Arts (COCA) as directed by the Board. The TDT funds shall be used to support the cultural plan and grant programs administered through COCA for the next five years.

In addition, rather than require the City to immediately pay back the \$502,573 owed to the County for the demolition of the Johns Building, the City will have five years to use that money to make improvements to the Capital City Amphitheater and/or Meridian building for purposes requested by the County; any balance not utilized at the conclusion of this time will be reimbursed to the County's Tourist Development Trust Fund.

(Staff recommendations are on the following page)

Report and Discussion

Background:

At its October 14, 2014 meeting, the Board of County Commissioners (Board) reached an agreement with the City of Tallahassee (City) regarding the reallocation of the Tourism Development Tax (TDT) currently dedicated to the performing arts center. The Board also approved the allocation of 1¼ cent to support the cultural plan and grant programs administered through the Council on Culture & Arts (COCA) for the next five years. The Board's complete recommendation is as follows:

- The CRA would maintain the \$4.1 million (currently estimated at \$5 million) fund balance (plus what was collected through September 30, 2014) set aside for culture, visual arts, and heritage programs; performing arts space, as part of the convention center project; or other performing arts projects, which includes recommendations being subject to final approval by the County and City.
- Rather than require the City to pay back the \$502,573 owed to the County pursuant to the aforementioned agreement, the County should allow the City five years to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$502,573 utilized for the demolition of the Johns Building; any balance not utilized during this period of time will be reimbursed to the County's Tourist Development Trust Fund.
- A formal acknowledgement that effective September 30, 2014, all future one-cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law.
- Following the amendment of the Interlocal Agreement, the County shall amend the Tourism Plan (Ordinance) to allocate a total of one-cent of TDT to support both City and County cultural grants starting in FY 2015.
 - In addition, for five years beginning in FY 2015, the County shall dedicate an additional ¼ cent of the one-cent dedicated to a performing arts center(s) to support cultural grant programs. Monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. During this five-year term, the City and County will "continue to commit general revenues funds in the amount of about \$150,000 each towards the operation of COCA. The exact amount can be determined during FY 2015 in conjunction with COCA staff."
- Utilize the remaining ¼ cent for tourism related expenses as determined by the Board and, upon a future determination by the Board, redirect these funds to support the operations of the convention center once it is operational.
- Should the City determine to reduce general revenue support for cultural grants, the Tourist Development Council shall be utilized to offer guidance on the eligibility of cultural agencies for TDT funds at that time.
- Direct the Tourist Development Council to review and provide recommendation on all relevant Interlocal Agreements regarding the reallocation of TDT prior to execution.

Title: Approval of Interlocal Agreements to Effectuate the Reallocation of the Tourism Development Tax
December 9, 2014
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Analysis:

In order to effectuate the recommendations made by the Board on October 14, 2014, two Interlocal Agreements between the County, City and CRA must be amended and a new Interlocal Agreement between the County and City be executed. The analysis portion of this item provides detail on each Interlocal Agreement.

Downtown District Community Redevelopment Area Interlocal Agreement:

The County, City, and the CRA entered into this agreement in June 2004, and it was subsequently amended on October 4, 2007 and February 9, 2009. This Interlocal Agreement defines the commitment of the County and the City to jointly fund the Downtown District Community Redevelopment Area Trust Fund.

In accordance to previous Board direction, the third amendment to this Interlocal Agreement among the City, County, and CRA of the City regarding the creation and operation of the Downtown District CRA and the expansion of any CRA would:

- Require all TDT funds collected on or after October 1, 2014 be retained by the County for utilization consistent with Florida law.
- Require the balance of the tourist development tax funds previously collected through and including September 30, 2014, which had been dedicated to the performing arts center(s), be utilized for projects, programs and expenses related to culture, visual arts, and heritage; performing arts space, as part of the convention center project; or other performing arts projects in the Downtown District CRA, which includes recommendations being subject to final approval by the County and City.
- Require all funds not utilized for the purpose mentioned above would be returned to the Leon County TDT Trust Fund.

During the discussions on the amendment to the interlocal agreement, the City requested the ability to utilize the spending of \$4.1 million (currently estimated at \$5 million) fund balance previously set aside for the performing arts center to be utilized not only in the Downtown District CRA but also the Frenchtown/Southside CRA District for projects, programs and expenses related to culture, visual arts, and heritage; performing arts space, as part of the convention center project; or other performing arts projects. The attached and amended interlocal agreement includes this edit to include not only in the Downtown District CRA but also the Frenchtown/Southside CRA District (Attachment #1).

Demolition and Site Preparation of the Johns Building Interlocal Agreement

On July 22, 2008, the County and City entered in an agreement regarding the use of TDT funds for costs associated with the demolition and site preparation work for the Johns Building. This project was pursued to support the development of the proposed performing arts center. However, all parties acknowledged the substantial likelihood that the proposed performing arts center led by Florida Center of Performing Arts and Education would not be realized given the lack of adequate private financial support and strong opposition by the Sales Tax Committee

Title: Approval of Interlocal Agreements to Effectuate the Reallocation of the Tourism Development Tax
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In accordance to previous Board direction, the first amendment to the Interlocal Agreement among the City, County, and the CRA of the City regarding the use of designated TDT funds for demolition and site preparation to support the proposed downtown performing arts center in the downtown district CRA would:

- Provide the City five years to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$502,573 utilized for the demolition of the Johns Building.
- Require any balance not utilized during this period to be reimbursed to the County's Tourist Development Trust Fund.

Agreement to Ensure Funding to Support COCA

This new Interlocal Agreement ensures funding by the County and City be made available to support COCA in its mission to serve the community in the realm of the arts. Consistent with the recommendations made by the City on September 22, 2014 and subsequently the Board on October 14, 2014, this agreement would:

- Effective October 1, 2014, require to County to set aside 1 ¼-cent TDT for the use by COCA to support the cultural plan and grant programs administered through COCA for the next five years, consistent with the authorized uses of section 125.0104, Florida Statutes.
- Require ¼ cent of the TDT mentioned above, beginning FY 2016, be distributed to COCA to support the cultural plan and grant programs in each subsequent fiscal year for a five-year period.
- Effective October 1, 2014, through and including September 30, 2019, require the County and City to provide no less than \$150,000 from general revenue to support COCA's operational expenses.
- Require the City to determine and provide COCA general revenue funds, which it will deem appropriate, in order to support the cultural grant program an implementation of the Cultural Plan.
 - Should the City determine to reduce general revenue support for cultural grants, the Tourist Development Council shall be utilized to offer guidance on the eligibility of cultural agencies for TDT funds at that time.

Tourism Development Council

Based on the Board's direction during the October 14, 2014 meeting, the Tourism Development Council (TDC) reviewed and provided recommendations on all relevant Interlocal Agreements regarding the reallocation of TDT on November 6, 2014. During this meeting, the TDC unanimously approved a motion that recommends to the Board that the Council have an opportunity to provide input, prior to final approval by the County Commission, regarding the future spending of \$4.1 million (currently estimated at \$5 million) fund balance maintained by the CRA. The approved motion also requests that the Board allow the TDC to review and approve recommendations prior to the use of the \$502,573, owed from the demolition of the Johns Building, for any future improvements of the Capital City Amphitheater and/or Meridian Building.

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Conclusion

Both the County and City seek to increase support for cultural grant programs utilizing TDT revenues. Through these two amendments and the new agreement, the County and City agree to increase COCA funding utilizing TDT revenues to \$900,000 (one-cent) in FY 2015, nearly \$400,000 more than what is currently budgeted. Under this proposal, for a total of 1¼ cents (approximately \$1.125 million annually) would be directed to COCA over a five-year period starting in FY 2016. COCA's receipt of the additional ¼ cent would expire in 2020 just as the penny sales tax revenue would start being collected, which could include approximately \$250,000 annually for the Quantum Leaps Program to support cultural arts programs. The remaining ¼ cent TDT, previously dedicated to a performing arts center, would no longer be subject to the Interlocal Agreement and would revert to the Division of Tourism Development for tourism related expenses based upon prior Board guidance.

In addition, the third amendment to the Interlocal Agreement among the City, County, and CRA of the City regarding the creation and operation of the Downtown District CRA and the expansion of any CRA allows the fund balance previously set aside for the performing arts center to be utilized for projects, programs and expenses related to culture, visual arts, and heritage; performing arts space, as part of the convention center project; or other performing arts projects in the Downtown District CRA as well as the Frenchtown/Southside CRA District. Finally, staff is also seeking Board approval to work with COCA to negotiate an amendment to their contract that reflects the funding increase as approved by the Board.

Therefore, staff is recommending Board the following:

- Approve the Third Amendment to Interlocal Agreement Among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Creation and Operation of the Downtown District Community Redevelopment Area and the Expansion of any Community Redevelopment Area;
- Approve the First Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Use of Designated Tourist Development Tax Funds for Demolition and Site Preparation to Support the Proposed Downtown Performing Arts Center in the Downtown District Community Development Area and;
- Approve the Interlocal Agreement by and between the Leon County and the City of Tallahassee to ensure appropriate levels of funding are made available to support the Council on Culture and Arts.
- Direct staff to schedule the first and only public hearing to amend section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A.
- Direct staff to work with COCA to negotiate an amendment to their contract that reflects the funding increase as approved by the Board.

FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE USE OF DESIGNATED TOURIST DEVELOPMENT TAX FUNDS FOR DEMOLITION AND SITE PREPARATION TO SUPPORT THE PROPOSED DOWNTOWN PERFORMING ARTS CENTER IN THE DOWNTOWN DISTRICT COMMUNITY REDEVELOPMENT AREA

This First Amendment to the Interlocal Agreement is made and entered into as of this 11 day of December, 2014, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tallahassee, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the "Agency").

RECITALS

WHEREAS, the County, City, and Agency (hereinafter collectively referred to as the "Parties") entered into an Interlocal Agreement as of the 23rd day of June, 2004, as amended by that certain First Amendment dated October 4, 2007, and as further amended by that certain Second Amendment dated February 9, 2009, regarding the Downtown District Community Redevelopment Area (the "District"); and

WHEREAS, in 2007 the City entered into an Option Agreement for Sale and Purchase with the Florida Center for Performing Arts and Education, Inc. ("Florida Center") for the Johns Building Block for the purposes of constructing a Performing Arts Center subject to the Florida Center meeting certain milestones to demonstrate the capacity to fund the construction of proposed Performing Arts Center; and

WHEREAS, the Parties entered into a subsequent Interlocal Agreement as of the 22nd day of July, 2008 (the "Agreement"), relating specifically to the use of Tourist Development Tax funds for costs associated with the demolition and site preparation work on City property located at the Johns Building Block to support the development of the proposed Performing Arts Center; and

WHEREAS, Tourist Development Tax funds in the amount of \$502,573.38 were utilized for the demolition and site preparation work on the Johns Building Block property; and

WHEREAS, the Parties recognize that the Florida Center has failed to meet certain required milestones necessary to demonstrate its capacity to construct the Performing Arts Center at the Johns Building Block site; and

WHEREAS, the Agreement requires that the \$502,573.38 expended for the demolition and site preparation work on the Johns Building Block site, be reimbursed to the County should certain conditions subsequent occur; and

WHEREAS, the Parties agree that it is in their best interests to allow the City to utilize all or part of the \$502,573.38 in Tourist Development Tax funds to make improvements for the benefit of the Capital City Amphitheater; and

WHEREAS, the Parties agree that at the conclusion of a five-year period of time, any portion of the \$502,573.38 in funds that have not been expended in accordance with this Agreement shall be returned to the County's Tourist Development Trust Fund; and

WHEREAS, the Agreement provides that any portion of the Agreement may be amended or waived only pursuant to an instrument in writing, approved by the City Commission, the Governing Board of the Agency, and the County's Board of County Commissioners, and jointly executed by the Parties; and

WHEREAS, the Parties desire to enter into a first amendment to the Agreement to modify the provisions relating to the return or use of the \$502,573.38 in Tourist Development Tax funds.

NOW, THEREFORE, for and in consideration of the forgoing recitals and the mutual covenants and promises contained herein, the Parties do hereby covenant and agree as follows:

1. The Recitals set forth above are incorporated herein as if fully set forth below.
2. Section 5 of the Agreement is hereby deleted, replaced, and superceded by the following:

Section 5. Reimbursement of Tourist Development Tax Funds.

The City shall make improvements for the benefit of the Capital City Amphitheater in the amount of \$502,573.38 by or before September 30, 2019. The improvements for the benefit of the Capital City Amphitheater may include, but are not limited to, dressing rooms, green rooms and storage space. Prior to commencement of the improvements, such improvements shall be approved by the City and the County. The expenditures for the improvements shall be limited to those authorized under section 125.0104 of the Florida Statutes.

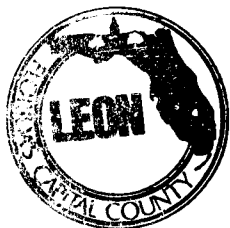
In the event that the City fails to expend \$502,573.38 for improvements for the benefit of the Capital City Amphitheater by or before, September 30, 2019, the City shall refund to the County the difference between the amount expended and \$502,573.38. The Funds shall be held in an interest bearing account and the accrued interest shall accumulate to the Funds. The interest rate shall be the same as that accruing to accounts holding the monies which constitute the City's general fund.

On September 30, 2019, any portion of the \$502,573.38 in Tourist Development Tax funds, not encumbered or expended for the purposes set forth in this Section 5, shall be reimbursed and returned to the County and deposited in the County's Tourist Development Trust Fund, not later than thirty (30) days thereafter.

3. All other terms and conditions of the Agreement shall remain in full force and effect, except as amended herein.

4. This First Amendment to the Agreement shall be effective upon full execution hereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this 12 day of Dec, 2014.



LEON COUNTY, FLORIDA

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

Date: 12-12-14

ATTEST:
Bob Inzer, Clerk and Comptroller
Leon County, Florida

BY: John Stoltz, Deputy Clerk

Approved as to Form:
Leon County Attorney's Office

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

CITY OF TALLAHASSEE

BY: Andrew D. Gillum
Andrew D. Gillum, Mayor

Date: 11/7/15

ATTEST:

BY: James O. Cooke, IV
James O. Cooke, IV
City Treasurer/Clerk

Approved as to Form:

BY: Lewis E. Shelley
Lewis E. Shelley, Esq.
City Attorney

**TALLAHASSEE COMMUNITY
REDEVELOPMENT AGENCY**

BY: Andrew D. Gillum
Andrew D. Gillum, Chair

Date: 11/7/15

THIRD AMENDMENT TO INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE CREATION AND OPERATIONS OF THE DOWNTOWN DISTRICT COMMUNITY REDEVELOPMENT AREA AND THE EXPANSION OF ANY COMMUNITY REDEVELOPMENT AREA

This Third Amendment to the Interlocal Agreement is made and entered into as of this 11 day of December, 2014, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tallahassee, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the "Agency").

RECITALS

WHEREAS, the County, City, and Agency entered into the Interlocal Agreement as of the 23rd day of June, 2004, as amended by that certain First Amendment dated October 4, 2007, and as further amended by that certain Second Amendment dated February 9, 2009 (collectively the "Agreement"); and

WHEREAS, the Agreement includes provisions dedicating certain tourist development tax proceeds for the debt service, construction, and/or operational costs of a performing arts center(s); and

WHEREAS, the parties to the Agreement agree that it is in the best interest of the Agency, the City, and the County (hereinafter collectively referred to as the "Parties") to discontinue dedicating tourist development tax proceeds for a performing arts center(s), and to reallocate the previously dedicated tourist development tax proceeds for other projects, programs and expenses consistent with the uses of such tax proceeds as set forth in section 125.0104, Florida Statutes; and

WHEREAS, the Agreement provides that any portion of the Agreement may be amended or waived only pursuant to an instrument in writing, approved by the City Commission, the Governing Board of the Agency, and the County's Board of County Commissioners, and jointly executed by the Parties; and

WHEREAS, the Parties desire to enter into a third amendment to the Agreement to modify the provisions relating to the dedication, allocation, and use of tourist development tax proceeds.

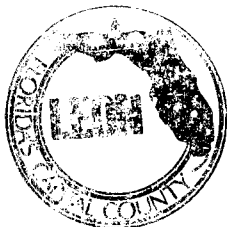
NOW, THEREFORE, for and in consideration of the forgoing recitals and the mutual covenants and promises contained herein, the Parties do hereby covenant and agree as follows:

1. Section 6.a. of the Agreement is hereby deleted, replaced, and superceded by the following:

a. Tourist Development Tax.

- (1) The tourist development tax funds (the "Funds") in the amount of \$5,042,522 previously collected through and including September 30, 2014, which had been dedicated exclusively for the debt service, construction and/or operational costs of a performing arts center(s) in the Downtown District Community Redevelopment Area, shall be set aside for use by the Agency consistent with this Section 6.a. of the Agreement. The Funds shall be held in an interest bearing account and the accrued interest shall accumulate to the Funds. The interest rate shall be the same as that accruing to accounts holding the monies which constitute the County's general fund.
 - (2) The Funds shall be utilized for projects, programs and expenses recommended by the Agency, and subject to the approval of the County and City, related to culture, visual arts, and heritage programs; performing arts space, as part of the convention center project; or other performing arts projects. The Funds may be utilized in the Downtown District Community Redevelopment Area or the Greater Frenchtown/Southside Community Redevelopment Area. The Funds shall be utilized for projects, programs and expenses authorized under section 125.0104, Florida Statutes.
 - (3) All tourist development tax funds collected on and after October 1, 2014, shall be retained by the County for utilization consistent with section 125.0104, Florida Statutes.
 - (4) Any portion of the Funds not utilized by the Agency, shall be returned to or otherwise be made available to the Leon County Tourist Development Tax Trust Fund, upon the termination or expiration of the Agency.
2. Section 6.h. of the Agreement is hereby deleted in its entirety.
 3. All other terms and conditions of the Agreement shall remain in full force and effect, except as amended herein.
 4. This Third Amendment to the Agreement shall be effective upon full execution hereof.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this 17 day of Dec, 20 14.



LEON COUNTY, FLORIDA

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

Date: 12-12-14

ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

BY: [Signature]

Approved as to Form:
Leon County Attorney's Office

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

CITY OF TALLAHASSEE

BY: Andrew D. Gillum
Andrew D. Gillum, Mayor

Date: 11/7/15

ATTEST:

BY: James O. Cooke, IV
James O. Cooke, IV
City Treasurer/Clerk

Approved as to Form:

BY: Lewis E. Shelley
Lewis E. Shelley, Esq.
City Attorney

**TALLAHASSEE COMMUNITY
REDEVELOPMENT AGENCY**

BY: Andrew D. Gillum
Andrew D. Gillum, Chair

Date: 11/7/15

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

TO: ✓ Dionte Gavin,
Finance Department, Clerk of the Circuit Court

FROM: Patrick T. Kinni, Esq.
Deputy County Attorney

DATE: January 21, 2015

SUBJECT: Third Amendment to Interlocal Agreement Regarding the Creation and Operations of the Downtown District Community Redevelopment Area (#4125B)

Attached hereto is the Third Amendment to Interlocal Agreement Regarding the Creation and Operations of the Downtown District Community Redevelopment Area. This Agreement is now fully executed and recorded with the Clerk of Court. Please replace Contract #4125B with same in the County's contract database.

Further, our office has retained a copy of the above-referenced document for our file; please retain this original Agreement for safekeeping along with other original County documents.

Please contact me with any questions or concerns you may have.

PTK/kam

Attachment

cc: Alan Rosenzweig, Deputy County Administrator
Lee Daniel, Director, Tourist Development
Cristina Paredes, Director, Office of Economic Vitality

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this 10 day of December, 2014, by and between the City of Tallahassee, a Florida municipal corporation, created and existing under the laws of the State of Florida (“City”), and LEON COUNTY, a political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, the County and the City recognize that the Council on Culture and Arts (“COCA”) was created to stimulate greater governmental and public awareness and appreciation of the arts in the Leon County community; encourage and facilitate greater opportunities for County and City residents to participate in artistic activities; promote the creative development of local artists, art institutions, and community organizations which sponsor artistic activities; and to assess the needs of the community in regard to the arts, artists, art institutions and community organizations sponsoring arts activities; and provide financial and technical assistance to artists, art institutions and audiences; and

WHEREAS, the Cultural Plan Review Committee adopted the Capital Area Cultural Plan on December 16, 2013, which was accepted by the County on February 25, 2014 and the City on February 12, 2014; and

WHEREAS, the County and City wish to enter into an agreement that will ensure that appropriate levels of funding are made available to support COCA in its mission to serve the community in the realm of the arts and to support programming designed to enhance economic development through tourism; and

WHEREAS, the County and City desire to enter into an agreement to accomplish the public purposes set forth in these recitals.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration, the sufficiency of which is being acknowledged, the County and City hereby agree as follows:

1. Term and Effective Date.

The Term of this Agreement shall commence on October 1, 2014 and shall continue until September 30, 2021. This Agreement shall be effective upon full execution by the Parties hereto.

2. County Obligations.

The County has the following obligations under this Agreement:

a. For five (5) fiscal years, beginning with fiscal year 2014-15 and ending with fiscal year 2019-20, the County shall collect and allocate for use by COCA

one and twenty-five one hundredths (1.25) cent of the five (5) cent Tourist Development Tax imposed by the County. The funds shall be utilized by COCA for the support of the cultural grant program and implementation of the Cultural Plan. Any such expenditures must be authorized as provided under and in accordance with section 125.0104, Florida Statutes.

The funds comprising one (1) cent of the Tourist Development Tax shall be available for the use by or on behalf of COCA in the fiscal year the funds are collected.

The funds comprising twenty-five one hundredths (0.25) cent of the Tourist Development Tax shall be available for the use by or on behalf of COCA in the fiscal year immediately following the year in which the funds are collected. For example, the funds comprising twenty-five one hundredths (0.25) cent of the Tourist Development Tax collected in fiscal year 2014-15, shall be disbursed to or on behalf of COCA in fiscal year 2015-16.

b. For five (5) fiscal years, beginning with fiscal year 2014-15 and ending with fiscal year 2019-20, the County shall budget and allocate not less than One Hundred Fifty Thousand Dollars (\$150,000.00) per annum from its general revenue fund for use by COCA for its operational expenses and implementation of the Cultural Plan.

3. City Obligations.

The City shall have the following obligations under this Agreement:

For five (5) fiscal years, beginning with fiscal year 2014-15 and ending with fiscal year 2019-20, the City shall budget and allocate not less than One Hundred Fifty Thousand Dollars (\$150,000.00) per annum from its general revenue fund for use by COCA for its operational expenses and implementation of the Cultural Plan.

4. Tourist Development Council.

Upon the request of COCA, the Tourist Development Council shall offer and provide guidance on the eligibility of expenditures of Tourist Development Tax funds in support of cultural grant program funding by COCA.

5. Termination.

If either Party fails to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, upon compliance with the provisions set out in Section 5, terminate its performance and any duties arising under this Agreement.

6. Conflict Resolution.

a. 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."

b. 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.

c. 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.

d. 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).

1. 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.

2. 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.

3. 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.

7. Indemnification.

To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to performance under this Agreement.

8. General Provisions.

- a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be maintained in Tallahassee, Leon County, Florida.
- b. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- c. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

- d. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- e. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.
- f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.
- g. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- h. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
- i. Public Bodies. It is expressly understood between the Parties that the City is a public body corporate under the laws of the State of Florida and that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.
- j. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.
- k. Costs and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending the subject litigation. The term litigation shall include appellate proceedings.
- l. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, shall be held to be

invalid, the remaining Sections and parts shall continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement as of the date set forth above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE, FLORIDA

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

By: Andrew D. Gillum
Andrew D. Gillum, Mayor

ATTEST:
Bob Inzer
Clerk and Comptroller
Leon County, Florida

ATTEST:

By: John Stott, Deputy Clerk

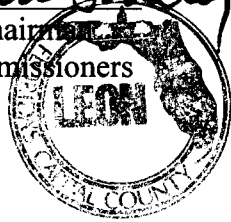
By: James O. Cooke, IV
James O. Cooke, IV
City Treasurer-Clerk

Approved as to Form:
Leon County Attorney's Office

Approved as to Form:

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

By: Lewis E. Shelley
Lewis E. Shelley, City Attorney



Meridian Point Building Usage

2016 Event Date	Organization/Individual	Event name	Amphitheater Use
01/18/16	Equility Workforce & Development, City of Tallahassee	MLK Day of Dialogue	X
01/30/16	Parkinson's Outreach Association	Tulip Trot Run/Walk/Roll	X
02/07/16	Capital City Runners	Tallahassee Marathon	
02/27/16	Scott Carswell Presents LLC	[O.A.R.] Visit Tallahassee Capital Cascades Concert Series	X
02/28/16	Florida A&M University Harambee Festival	Florida A&M University Harambee Festival	X
03/05/16	Florida Water Environment Association and City of Tallahassee Undergrou	Florida Water Festival of the Big Bend Area	
03/06/16	Tallahassee Dance Academy	Dance Performance	X
03/11/16	Opening Nights Performing Arts	global FEST	X
03/13/16	Myasthenia Gravis Foundation of America	MG Walk	
03/20/16	Tallahassee Vegetarian Community	North Florida VegFest	
21, 22, 23-Mar-16	Jacob Chapel Baptist Church	Passion Play rehearsals	X
03/25/16	Jacob Chapel Baptist Church	Passion Play Live	X
04/02/16	Sean Hudson/Gulf Winds Track Club	Springtime 10k race	
04/08/16	Scott Carswell Presents LLC	DAWES	X
04/09/16	Scott Carswell Presents LLC	Jason Isbell	X
04/09, 04/10	Florida LitFest, Inc.-Word of South	Word of South Festival	X
04/16/16	Thomas University	Resource/Fun Day for Teenage Parents	
04/17/16	Phi Delta Theta & RIPITT Foundation	The Ripitt Foundation and Phi Delta Theta Florida Gamma's Trent Taylor 5k	
15, 16, 17-Apr-16	Southern Shakespeare Company, Inc.	Southern Shakespeare Festival	X
04/21/16	Leon High School Steel Band	Steel Band Concert	X
04/22/16	Scott Carswell Presents LLC	Boz Scaggs (Concert)	X
04/23/16	Tallahassee Symphony Orchestra	Jazz Orchestra Concert/Pops in the Park	X
04/23/16	Office of Community Relations - City of Tallahassee	Healthy Communities Festival	
04/29/16	Scott Carswell Presents LLC	TANK Concert	X
05/06/16	Florida Department of Corrections	FDC Employee Appreciation Event (NOT a Public event at Cascade	X
05/06/16	Tallahassee Downtown Improvement Authority	First Friday Concert/2016 Sundown Summer Concert Series (ong	X
05/14/16	Headstart (Capital Area Community Action Agency, Inc.)	Headstart Family Fun Day	
05/19/16	American Lung Association	Lung Force Walk	
05/21/16	Big Bend Flipino American Association	BBFAA Fun Run/Walk	
05/28/16	Visit Tallahassee/Scott Carswell Presents LLC	VT Concert - Peter Frampton	X
06/03/16	Tallahassee Downtown Improvement Authority	First Friday Concert/2016 Sundown Summer Concert Series (ong	X
07/02/16	Tallahassee Downtown Improvement Authority	First Friday Concert/2016 Sundown Summer Concert Series (ong	X
07/04/16	Capital City Kiwanis Club Foundation	CCKC 34th Annual Firecracker 5k & Sparkler 1-Mile Fun Run	X
07/08/16	Community Based Minitries/Kingdom of Life Tabernacle	Dance you out the 4 Walls	X
07/16/16	Sickle Cell Foundation	Sickle Cell in the Park	
07/23/16	850 In the Know	Taste of Tallahassee	X
07/30/16	PRNA Movies in the Moonlight - Star Wars	PRNA Movies in the Moonlight - Star Wars	X
08/05/16	Tallahassee Downtown Improvement Authority	First Friday Concert/2016 Sundown Summer Concert Series (ong	X
08/27/16	American Heart Association	2016 Big Bend Heart Walk	X
08/27/16	FSU Student Activities	Experience Tallahassee	X
09/01/16	Hang Tough Foundation	Cascades Goes Gold	
09/10/16	Hola Tallahassee	Hola Tallahassee Festival	X
09/16/16	FSU Black Student Union	Black Student Union Pep Rally	X

Meridian Point Building Usage

09/17/16	Alzheimer's Association Central & North Florida Chapter	Walk to End Alzheimer's	
09/18/16	Early Learning Coalition	Stroll & Read with ELC	
09/20/16	Visit Tallahassee/Scott Carswell Presents LLC	Alabama Shakes (VT Capital Cascades Concert Series)	X
09/24/16	Boy Scouts of America-Suwannee River Area Council	Scouting Adventures (ScoutFest)	
09/24/16	Miracle Hill Nursing & Rehabilitation Center	Miracle Hill 5k Walk	
9/23-9/25	Florida Jazz & Blues Festival	2016 Florida Jazz and Blues Festival	X
09/25/16	DriveTime	DriveTime Cares Family 5k Fun Run	
10/09/16	Leon County Humane Society	Walk & Wag: Humane Heroes	
10/16/16	Apalachee Chapter, Florida Trail Association	Hiking/Backpacking Expo (Discovery Field Garden)	
10/22/16	The ALS Association of Florida	Walk to Defeat ALS	
10/23/16	American Cancer Society	Making Strides Against Breast Cancer	X
10/28/16	Tallahassee Symphony Orchestra	Spooktacular Concert	X
11/02/16	Gulf Winds Track Club	Rex Cleveland Magical Mile	
11/03/16	Epilepsy Association of the Big Bend	Shining the Light on Epilepsy	
11/06/16	Alzheimer's Project Inc.	Alzheimer's Project Forget-Me-Not Walk 2016	
11/10/16	SwiftCreek	Swift Creek Band Performance	X
11/12/16	Early Learning Coalition	Stroll & Read with ELC	
11/12/16	FSU Softball	Putt Putt Challenge	
11/13/16	Chi Phi Fraternity	6th Annual Cpt. John Tinsley Memorial 5k (Benefit Walk)	
11/13/16	Heart of Melody Biennial Concert	Heart of Melody Biennial Concert	X
11/20/16	Gulf Winds Track Club	Turkey Trot Festival	X
12/03/16	John G. Riley Center/Museum	Rock-a-thon	X
12/10/16	City Parks & Rec	Holiday Stroll	X

	Used Meridian Point Bldg. as Special Event Support Facilities
	Used Meridian Point Bldg. as Artist Green Room & Special Event Support Facilities
	Visit Tallahassee Meridian Point Bldg. as Artist Green Room & Special Event Support Facilities

Source: City of Tallahassee Parks, Recreation & Neighborhood Affairs



Agenda Item Details

Meeting	Oct 29, 2015 - CRA Board Meeting
Category	4. Policy Formation & Direction
Subject	4.03 Update and Request for Direction Regarding Proposed Arts, Culture and Heritage Initiative and Utilization of Remaining Performing Arts Center Funds -- Roxanne Manning, Tallahassee Community Redevelopment Agency
Type	Action, Discussion
Fiscal Impact	No
Recommended Action	Option 1 - Provide staff with direction on Phase 2 of the Initiative including preferred use(s) for further conceptual development and public input.

For more information, please contact: Roxanne Manning, Tallahassee CRA, 850-891-8353

Statement of Issue

On December 9, 10, and 11, 2014, the City of Tallahassee, Leon County and the Tallahassee Community Redevelopment Agency (CRA) approved an amendment to the CRA interlocal agreement providing the existing Performing Arts Center (PAC) Tourist Development Tax (Bed Tax) balance, plus the amount accrued through September 30, 2014, remain with the CRA for arts-related uses. In addition, it was determined that the \$508,425 in PAC Bed Tax funds owed to the County by the City for costs incurred during the demolition of the John's Building be used for improvements relating to the Capitol City Amphitheater.

On February 26, 2015, staff presented preliminary options for the expenditure of the Bed Tax funds to the CRA Board. The Board opted to expand the process and authorize staff to meet with the different stakeholders and bring back an agenda item containing multiple proposals that incorporate the goals of the cultural plan into the surrounding Cascades Park and Frenchtown/Southside areas. The majority of Board members voiced their support of the intent to enhance Cascades Park and the surrounding area with options supporting dance, music, a black box theatre, and art using the goals of the cultural plan as a tool to establish the best use of the funding. Based on CRA Board discussion and direction, staff began work on an Arts, Culture and Heritage Initiative.

In order to ensure thorough consideration of all opportunities and options, CRA staff is proposing a two phase process. This agenda item, which summarizes Phase One of the process, will:

- Provide a summary of staff's research,
- Facilitate the Board's consideration of different options, and,
- Obtain Board direction for Phase 2 of the initiative.

Following Board direction, staff will initiate Phase 2 of the process, which includes further meetings with the Tallahassee/Leon County community and representatives of the Arts, Culture and Heritage community for additional input and to further refine the concepts. Following completion of Phase 2, staff will return to the CRA Board with the results of the process for further review and possible approval. Following final CRA action, the proposal would be scheduled for City Commission and Board of County Commissioners review and action as required by the amended interlocal agreement.

Recommended Action

Option 1 - Provide staff with direction on Phase 2 of the Initiative including 1 or more preferred use(s) for further conceptual development and public input.

Fiscal Impact

None at this time.

Supplemental Material/Issue Analysis

History/Facts & Issues

Research

In order to prepare for the discussions with the art community, staff reviewed the Cultural Plan, Florida Statutes Chapter 125, and researched programs in other cities. To learn more about the specific cultural needs and goals within the Tallahassee/Leon County community, CRA staff held multiple meetings with representatives from COCA and the visual arts and theater communities to discuss their needs, ideas and opportunities. CRA staff found a consistent message emerged from many of the discussions as the conversations centered on the need for studios, galleries, rehearsal and performance space. Following the meetings and research, it was apparent while it may be possible to support a range of uses with the TDC funds, members of the arts community placed a clear emphasis on the need for physical space to support visual and performing arts.

Facilities and Artistic Identity

Physical space is a key element in the success of arts and cultural communities for several reasons. The presence of significant buildings and/or spaces dedicated to the arts is one of the clearest indicators of a thriving arts program within a community. Dedicated art and cultural facilities identify cities that have moved beyond fulfilling the basic needs of their citizens, up to a level in which arts and culture are integral elements in the local social and economic structure. Moreover, based on evidence from cities around the country, we know an active, well-defined artistic community is a key driver of tourism. It is like a circle – the presence of significant arts and cultural facilities help attract tourists - the tourists in turn help support the arts.

Buildings are, however, one of the most expensive components of an artistic environment. Because renting or building physical space is fairly expensive, it is often beyond the reach of many artists or arts entities. In fact, lack of dedicated physical space can be considered a growth inhibitor to the creation of a genuinely successful art program.

Defining an Arts District

Another valuable tool for defining a successful arts community is the creation of an established arts district. When arts and cultural facilities are grouped together, visitors can walk to visit multiple facilities. The visibility of each use, and hence its potential for success, is enhanced. Consequently staff recommends that grouping arts, culture and heritage uses in the same general vicinity be considered.

While there are already funds available from the City, County, CRA and State to support events, activities and organizations related to culture and arts, the \$5,000,000 +/- in available PAC funds creates a rare opportunity to provide important physical spaces or facilities that can support a variety of cultural activities. Based on these findings, staff recommends the CRA Board consider identifying an area for informal designation as an arts/culture/heritage district and placing a priority on the creation of physical facilities that support arts, culture and heritage. This can be discussed during Phase 2 of this process after additional research is completed.

Available Resources

There are two separate funds that can be used to support the Art, Culture and Heritage Initiative:

1. \$508,425 + in Bed Tax funds, incurred during demolition of the John's Building, is dedicated to supporting the Cascades Park Amphitheater. These funds may be used to build support space which may include dressing rooms, a green room, storage or other necessary facilities. These funds could be leveraged with the PAC funds only if the required facilities are being provided.
2. \$5,000,000 +/- remaining from the PAC effort. These funds are governed by the CRA amended interlocal agreement and Chapter 125 Florida Statutes, as discussed below.

The impact of the above funding sources may also be enhanced by a range of actions, including leveraging the aforementioned funds with new development on the Firestone/Bloxham site, partnering with a local entity to create a facility, potential use of Waterworks or other City or County sites, and possible funding from other entities.

The Interlocal Agreement

Based on the amended CRA interlocal agreement, the PAC funds may be expended to encompass projects, programs and expenses related to culture, visual arts, and heritage programs; performing arts space, or other performing arts projects. The projects must be located in the Downtown District Community Redevelopment Area or the Greater Frenchtown/Southside Community Redevelopment Area. All proposed uses of the funds must be recommended by the CRA Board, and approved by both the County and City.

Statutory Restrictions

In addition to the restrictions in the interlocal agreement, the funds may only be utilized for projects, programs and expenses authorized under Section 125.0104 Florida Statutes (FS), specifically 125.0104(5) (**Attachment 1**). This includes publicly owned and operated uses such as convention centers, auditoriums, aquariums, museums and sports stadiums and arenas. However, there is some flexibility, as demonstrated by the letter, dated December 1, 1998, (**Attachment 2**) from Florida Attorney General Butterworth, which provides that the governing body of the County has ability to determine appropriate use of funds based on promotion of tourism in subject county. In an abundance of caution, staff has attempted to select options that adhere as closely as possible to the statutory limitations. If there are questions concerning the appropriate use of the funds, staff may seek another interpretation from the Florida Attorney General.

The Capital Area Cultural Plan

The Cultural Plan, as updated in 2014, identifies goals and objectives to be implemented to support the arts in our community. The resources discussed above provide an opportunity to fulfill several Cultural Plan goals. The Plan provides four goals, three of which are relevant to the Arts, Culture and Heritage Initiative, as follows:

ECONOMIC DEVELOPMENT & MARKETING: Position and market the arts, culture and heritage as a strategic partner of Tallahassee/Leon County economic development efforts, through public and private funding for arts, arts organizations and cultural assets.

EDUCATION: Capitalize on the area's art, cultural and heritage attributes in order to strengthen art, culture and heritage opportunities in schools and the community.

FUNDING & FACILITIES: Provide sustainable public and private funding to preserve and improve arts, cultural and heritage organizations and experiences. This effort acknowledges the importance of growing new and emerging projects and facilities, but will give priority to existing organizations. The Plan states: *"The need for performance venues is a critical priority for performance arts organizations in our community. The community must go forward with the effort to create one or more new performance venues, but there must be a realistic plan, including the affordability for local groups to utilize the space."*

It must be noted that the Cultural Plan emphasizes the need for a facility seating 1200, which is likely beyond the scope

of this initiative, however, providing a smaller facility, or facilities that support multiple uses, is within the scope of funding and also increases accessibility to local groups.

Use Options

In identifying potential uses for the funds, staff worked to find uses that meet the goals of the Cultural Plan, fall within the scope of limitations imposed by the Florida Statute 125 and the CRA amended interlocal agreement, while at the same time providing an opportunity to earn revenue to pay for operations and maintenance. The following list provides a range of uses and projects that meet some or many of the aforementioned criteria.

Please note many of these uses can be combined to create unique venues.

	Cultural Plan Goals > Proposed Uses	ECONOMIC DEVELOPMENT & MARKETING	EDUCATION	FUNDING & FACILITIES	REVENUE
1	Visitors Center for the Arts: a central location containing extensive information on regional artists and galleries. May also include sales space, leasable event space, classrooms and studios.	X	X	X	X
2	Arts Incubator: with leasable studios, classrooms and sales space. May also include artists housing.	X	X	X	X
3	Display & sales space: artists and galleries coordinate to stock and staff "Talleon Arts" stores located in one or more places.	X		X	X
4	Black Box Theater: performance space, rehearsal space and event space, leasable to local organizations and traveling performers and shows. May share facilities with Amphitheater.	X	X	X	X
	Art School: studio spaces & classrooms,				

<p>5 modeled on the Folk School model. Revenues are generated by tuition, fees and lease of classrooms and studios. May house an artist in residence each year.</p>	<p>X</p>	<p>X</p>	<p>X</p>	<p>X</p>
<p>6 Public Art Projects in visually prominent locations, such as the Cascades Park pond.</p>	<p>X</p>			
<p>7 Events Space: leasable space to host cultural, heritage and educational events.</p>	<p>X</p>	<p>X</p>	<p>X</p>	<p>X</p>
<p>8 Civil Rights Memorials: continuing the “Footsteps to Freedom” project. Locations include the old jail and the theater on N. Monroe.</p>	<p>X</p>	<p>X</p>		

As previously stated, staff will endeavor to maximize the impact of the available funds by combining related uses, utilizing planned redevelopment projects to save on construction costs, looking for potential partnerships with existing arts and culture entities, as well as identifying uses that have the potential to generate revenue to pay for operations and maintenance.

Operations and Maintenance

While Florida Statute 125 requires a facility constructed with Bed Tax funds be publically owned, it does allow for operations to be implemented through service contracts or leases. Thus the work of managing the facility may be accomplished without utilizing staff from the local governments and in a way that may provide further support to local arts entities. The goal is to create uses that fulfill the Cultural Plan goals but do not place additional financial burdens on the City, County or CRA.

Options

1. Provide staff with direction on Phase 2 of the Initiative including 1 or more preferred use(s) for further conceptual development and public input.
2. Provide staff with alternate direction.

Attachments/References

1. Section 125.0104 (5) Florida Statutes (FS)
2. Letter, Florida Attorney General

[Attachment 1.pdf \(476 KB\)](#)

[Attachment 2.pdf \(638 KB\)](#)



Agenda Item Details

Meeting	Dec 10, 2015 - CRA Board Meeting
Category	4. Policy Formation & Direction
Subject	4.02 Approval of Development Requirements and Options for Inclusion in the Firestone and Bloxham Properties Request for Proposal -- Roxanne Manning, Tallahassee Community Redevelopment Agency
Type	Action, Discussion
Fiscal Impact	No
Recommended Action	Option 1 – Approve the CRA Board recommended Tier 1 and 2 features/uses for inclusion in the Request for Proposal (RFP) for the sale and redevelopment of the Firestone and Bloxham Annex properties.

For more information, please contact: Roxanne Manning, Tallahassee CRA, 850-891-8353

Statement of Issue

At the October 19th City of Tallahassee Community Redevelopment Agency (CRA) Board meeting, the Board authorized staff to prepare and issue a Request for Proposal (RFP) for the sale and redevelopment of the Firestone and Bloxham Annex properties at 409 and 309 E. Gaines St, respectively. The Board action was in response to a Letter of Interest (LOI) submitted by North American Properties to purchase the properties for \$4,080,000 and redevelop them as a Class A, mixed-use urban, non-student residential development.

During the discussion regarding the LOI and the issuing of an RFP, the CRA Board identified several features/uses they want to include as part of the RFP. This discussion covered features/uses that would be *required* and features/uses the Board would like to be *considered* when responding to the RFP. Additionally, in meetings with the local arts community, the CRA and the Council on Culture and the Arts (COCA) have identified several possible uses for a limited portion of the Firestone and Bloxham Annex properties. Some of the requested uses are quite extensive and may limit the redevelopment potential of one or both properties for more intense, large-scale mixed-use residential uses.

The CRA Board identified features/uses for the properties are discussed in the body of this agenda item and are included in the draft RFP at Attachment 1. CRA staff have identified a number of features/uses for inclusion in the RFP, however, additional direction from the Board may be required if the Board is interested in redevelopment proposals that are more oriented to public uses of the properties rather than primarily private sector uses (i.e., more intense residential development).

Recommended Action

Option 1- Approve the CRA Board recommended Tier 1 and 2 features/uses for inclusion in the Request for Proposal (RFP) for the sale and redevelopment of the Firestone and Bloxham Annex properties.

Fiscal Impact

Not at this time.

History/Facts & Issues

At the October 19th CRA Board meeting, the Board authorized staff to prepare and issue an RFP for the sale and redevelopment of the Firestone and Bloxham Annex properties at 409 and 309 E. Gaines St, respectively. During the discussion of the agenda item, the CRA Board identified several features/uses they wanted included as part of the RFP for interested developers to consider and address as part of their RFP response to the CRA. This included Board required features/uses and features/uses the Board would like to be considered when responding to the RFP, but were not required in the developer response to the RFP. Examples of required features/uses include a mixed-use residential development and a civil rights memorial that recognizes the role the Old County Jail (part of the Firestone Building) in the civil rights movement of the 1960's.

Potential uses of the Firestone and Bloxham Annex properties have also been part of recent discussions regarding the use of the approximately \$5.5 million in CRA-accessible Bed Tax funds for arts and culture related activities at or near Cascades Park. As part of a separate agenda item, the CRA Board directed staff to do additional coordination with the local arts community regarding the use of the \$5.5 million in Bed Tax funds. In multiple meetings with the local arts community, COCA and CRA staffs have identified several other possible uses for the Firestone and Bloxham Annex properties. Some of these uses are quite extensive, and may limit the redevelopment potential of one or both properties for larger-scale mixed-use residential uses. Due to the potential impact on the proposed RFP, CRA staff is processing the Arts, Culture and Heritage Initiative concurrently with the RFP.

Prior to the discussion on the required and desired features to be included in the RFP, CRA and Planning staff believe it would be beneficial for the CRA Board members to have a better understanding of the level of development allowed on the Properties. To that end, DesignWorks has prepared a massing study of the Firestone and Bloxham Annex properties that illustrates possible structure layouts based on existing zoning and land use requirements. The study also provides options for taking advantage of the topography and view sheds in the area. Dan Donovan with DesignWorks will provide a short presentation on the massing study at the start of the agenda discussion.

The CRA Board identified required and desired features/uses identified at the October CRA Board meeting are listed below and have been incorporated into Sections 1.2 and 3.3 (Tab 3) of the draft RFP at Attachment 1. Where deemed appropriate, the listed features/uses have purposely been left broad to allow RFP respondents the flexibility to prepare a unique redevelopment proposal. Further direction can be included if desired by the Board. There may also be an opportunity to include other arts and cultural uses based on the Board's discussion on the proposed use of Bed Tax funds, which precedes this agenda item.

Tier 1: Required Features/Uses

- Mixed-use development, options include:
 - Rental and/or owner-occupied market rate housing, including townhomes and/or flats;
 - Entertainment and commercial uses that compliment Cascades Park and create a new downtown destination; and
 - Possible boutique hotel or inn.
- Civil rights memorial on the Firestone property to recognize the local civil rights protests, arrests and jailing between February and May 1960. The memorial may be a plaza, a three dimensional sculpture, the tower from the Old County Jail or incorporate part of the Old County Jail façade. The RFP will identify the general location general size and estimated cost of the memorial. Final design of the Memorial will require community/committee input.
- Set aside approximately 5,000 to 15,000 square feet of space on the Meridian Point footprint or adjacent to the redevelopment on the Firestone property that can be used for arts, culture and heritage uses. This may include a 200 – 250 seat black-box theater, green room/dressing room, catering kitchen and event space for public use, plus support facilities for the Amphitheater. These uses will be identified through the Art, Culture & Heritage initiative.

- Provide public parking that, at a minimum, replaces the 110 existing public parking spaces on the Bloxham Annex property.
- Site plan must take full advantage of the topography of the site and maximizes views both onto and from the site.
- Provide public access and viewpoints across the properties to Cascades Park.

Tier 2: Desired Features/Uses but Not Required

- Maintain the trees on the Firestone and Bloxham Annex properties if feasible.
- Include the two Bloxham Annex art moderne buildings or façades in the redevelopment if feasible.
- Maintain access to the City's Waterworks property.
- May include redevelopment options for the City's Waterworks building but there is no specific/direct link with the redevelopment of the Firestone and Bloxham properties and the Waterwork's building.

The CRA/COCA arts, heritage and culture initiative identified several uses recommended for or near the Firestone and Bloxham Annex properties, which are expected to be discussed as part of the Bed Tax funds agenda item that precedes this agenda item. Without specifics on the amount and type of use required, it is difficult to define this as a required or desired use that can be incorporated into the Firestone and Bloxham Annex RFP. At this time staff is recommending that a limited area be identified for the location for an arts-based use. Additional information will be developed as the selection process progresses.

Other Considerations

Although this has been previously discussed, it is important to note that the Firestone and Bloxham Annex properties are being provided to the CRA as part of the O'Connell property land sale agreement between the CRA and the State. As part of the approved O'Connell Property Exchange Agreement with the State, FSU will provide the CRA with \$960,000 in cash and the Firestone and Bloxham Annex properties, as well as FSU's Multidisciplinary Testing Center at 715 West Gaines Street. The O'Connell and 715 West Gaines Street properties are both located within the Greater Frenchtown/Southside (GFS) Community Redevelopment Area, while the Firestone Building and Bloxham Annex properties are located within the Downtown District (DT) Community Redevelopment Area. Because the O'Connell property is in the GFS district, the proceeds (less closing costs and funds required for environmental cleanup) from the sale of the O'Connell, Firestone and Bloxham Annex properties will be deposited in the GFS Redevelopment Trust Fund for reinvestment within the GFS district. Any development restrictions on the Firestone and Bloxham Annex properties will likely impact the value of the property, reducing the sales price and funds available to the GFS district. Funds from the sale of the Firestone Building and Bloxham Annex properties will not be used within the Downtown District Community Redevelopment Area.

Options

1. Approve the CRA Board recommended Tier 1 and 2 features/uses for inclusion in the Request for Proposal (RFP) for the sale and redevelopment of the Firestone and Bloxham Annex properties.
2. Do not approve the redevelopment requirements and options for the proposed RFP, nor authorize staff to issue the RFP. Provide staff with other direction regarding the sale and development of the Firestone and Bloxham Annex properties.

Attachments/References

1. Draft Firestone & Bloxham Annex Properties RPF
2. Firestone and Bloxham Annex Massing Study by Design Works

[Atch 1 Draft RFP.pdf \(408 KB\)](#)

[Attachment 2.pdf \(717 KB\)](#)



Agenda Item Details

Meeting	Jan 26, 2017 - CRA Board Meeting
Category	6. Downtown District Policy Formation and Direction
Subject	6.01 Authorization to Negotiate a Purchase and Sales Agreement and Development Agreement with North American Properties for the Sale and Redevelopment of the Firestone and Bloxham Annex Properties -- Roxanne Manning, Tallahassee Community Redevelopment
Type	Action, Discussion
Recommended Action	Option 1: Authorize CRA staff to begin the process of negotiating a Purchase and Sales Agreement and Development Agreement with North American Properties for the sale and redevelopment of the Firestone and Bloxham Annex properties.

For more information, please contact: Roxanne Manning at 850-891-8353.

Statement of Issue

On August 3, 2016, the City of Tallahassee Community Redevelopment Agency (CRA) released an RFP for the Sale and Redevelopment of the Firestone and Bloxham Annex Properties. Responses were due no later than October 13, 2016. One response was received to the RFP, a proposal from North American Properties (NAP) to purchase the properties for \$4.28 million, and to redevelop the properties as an urban mixed-use development with residential, office, retail, civic and cultural elements dependent on the terms of the final development agreement with the CRA and an Urban Planned Unit Development (UPUD) agreement with the City.

The RFP selection committee composed of city and county staff, CRA and Blueprint committee representatives, a historian and private citizens reviewed the proposal on November 14, 2016 and received a full presentation and interview by NAP on December 15, 2016. Following the oral presentation/interview, the selection committee unanimously agreed to accept the NAP proposal and support a recommendation to forward the proposal to the CRA Board. They also recommended including the seven areas of potential funding assistance identified by NAP for possible discussion by the CRA Board. The CRA's Downtown Redevelopment Commission (DRC) reviewed the proposal at their January 10, 2017 meeting and provided a similar recommendation.

Staff is seeking CRA Board approval to begin the process of negotiating a Purchase and Sales Agreement (PSA) and Development Agreement with NAP for the sale and redevelopment of the Firestone and Bloxham Annex properties consistent with this agenda item and additional direction provided by the CRA Board. Both the PSA and Development Agreement will be presented to the CRA Board for final approval. Concurrent with the development agreement, CRA and City staff will work with NAP on the preparation of an Urban Planned Unit Development (UPUD). The UPUD will require approval by the City Commission.

Recommended Action

Option 1: Authorize CRA staff to begin the process of negotiating a Purchase and Sales Agreement and Development Agreement with North American Properties for the sale and redevelopment of the Firestone and Bloxham Annex properties.

Fiscal Impact

There is no fiscal impact associated with this agenda item at this time; however, it is expected the CRA, City and/or County may be asked for development-related assistance. Both the Firestone and Bloxham Annex properties are currently exempt from ad valorem taxes. Based on current city and county millage rates and an estimated post-

development value provided by NAP, the projected value increase would generate nearly \$1.3 million in tax increment for the CRA when all of the proposed improvements are added to the tax rolls.

Supplemental Material/Issue Analysis

History/Facts & Issues

On August 3, 2016, the City of Tallahassee Community Redevelopment Agency (CRA) released an RFP with responses due by October 13, 2016. The RFP was widely distributed including listings on the Urban Land Institute, Center for New Urbanism and Florida Redevelopment Association websites; copies were also provided to national and local developers, architects and related firms.

NAP was the only firm to respond to the RFP, offering to purchase the properties for \$4.28 million and to redevelop the properties as an urban mixed-use development. Their redevelopment proposal includes restaurants; retail and civic uses; cultural spaces; a boutique hotel; office space; and residential townhomes, flats and apartments. NAP projects a total taxable value of the proposed development at \$158 million. Both the Firestone and Bloxham Annex properties are currently exempt from ad valorem taxes. Based on current city and county millage rates the projected value increase would generate nearly \$1.3 million in tax increment for the CRA when all of the proposed improvements are first added to the tax rolls.

NAP will provide a review of the proposal and will be prepared to answer Board questions at the January 26, 2017 CRA meeting. The RFP is available on the CRA website under Major Projects at http://www.talgov.com/cra/cra_projects.aspx. A summary of the major proposed development elements is provided below and select renderings of the proposed development are included at Attachment 1.

- Proposed reuse of the Old County Jail façade of the Firestone Building as part of the boutique hotel and incorporating one of the art moderne buildings in the redevelopment of the Bloxham Annex property;
- A civil rights memorial;
- Preservation of several important trees;
- 364 dwelling units, including 300 one and two bedroom apartments, 12 live/work townhouses and 52 rental flats;
- 36,000 square feet of ground floor retail, restaurants and office space;
- Integrate a “Festival Street” concept to expand retail and hotel uses onto Gadsden Street for special events;
- A 150 room boutique hotel;
- Greenrooms and amphitheater support facilities and public event space; and
- Approximately 1,000 parking spaces, both underground and in a garage.

A selection committee of nine members that included city and county staff, CRA and Blueprint committee representatives, a historian and private citizens (Attachment 2) reviewed and scored the NAP proposal (Attachment 3), and unanimously recommended to accept the NAP proposal and support recommending the proposal to the CRA Board. They also recommended including the areas of potential funding assistance identified by NAP in the RFP and discussed during the oral presentation. These eight items are listed under Next Steps, Direction from the CRA Board, below.

The NAP proposal was also presented to the CRA’s Downtown Redevelopment Commission (DRC) at their January 10, 2017 meeting. The DRC also unanimously recommended the proposal be submitted to the CRA Board for approval. The DRC also requested the CRA and City evaluate the need for downtown sidewalk enhancements that promote walkability and coincide with the redevelopment of the Firestone and Bloxham Annex properties. The DRC will have additional opportunities to review and comment on the proposal as it is refined through the UPUD and development agreement discussions.

Next Steps:

I. Acceptance of Purchase Offer

The transfer of the Firestone and Bloxham Annex properties to the CRA is part of the November 2014 sales agreement with the State of Florida for the sale of the CRA-owned O’Connell property to the State for use by FSU in the proposed

relocation of the College of Business and the Hospitality School. At the time of the agreement the Firestone property was valued at \$1,839,000 and the Bloxham property was valued at \$2,005,000, for a total of \$3,844,000. The NAP purchase offer of \$4,280,000 for both properties exceeds the combined 2014 value by \$436,000. Staff recommends acceptance of the NAP sales offer contingent with other conditions that may be incorporated as part of the preparation and approval of the PSA.

As has been previously discussed, the O'Connell property is in Greater Frenchtown/Southside Community Redevelopment Area (GFS District). Funds from the sale of the Firestone and Bloxham properties, which are in the Downtown Community Redevelopment Area, will have to be transferred to the GFS District as part of the O'Connell property sales agreement. The closing of the O'Connell sales agreement with the State will not occur until the title defect with the Bloxham Annex property is satisfied. The title defect is expected to be resolved within the next 6 months.

II. Direction from the CRA Board

During the presentation to the Selection Committee, NAP noted several elements where further direction will be needed from the CRA in order to determine the "gap" between CRA required or preferred development features and final development costs. These elements are briefly described below and include CRA staff comments for Board consideration. The direction provided by the CRA Board will be used by CRA and City staff during the preparation of the PSA, the Development Agreement with the CRA and the UPUD.

1. The programming and detailing of the desired improvements for the 5,000 to 7,500 SF space. The plan contemplates and the developer desires event/art/cultural space on the Meridian Plaza. The desire for space to serve the functions of the amphitheater was set forth in the first mandatory meeting by City [and CRA] staff. The Developer has also met with various art groups, including LeMoyne regarding the inclusion of arts and cultural uses to further activate the space when City and County events are not programmed. The Developer's current proposal is to accommodate an Event/Art/Cultural space via the sale or lease of the space to a public entity such as the City/County/CRA, and for the public entity to facilitate programming of that space. It should be noted that the inclusion of an arts/cultural use could be spatially accommodated within the area of the amphitheater support facility.

Staff recommendation - In addition to previously discussed amphitheater support space, staff is seeking direction regarding the inclusion of additional space to accommodate Event/Art/Cultural space within the proposed development. As currently proposed, facilitation of an Event/Art/Cultural use would be the responsibility of a public agency. This approach would create the ability to utilize part of the \$5 million set aside by the City, County and CRA Board for such uses. Staff recommends the inclusion of additional space for an expanded arts and cultural use for the purposes of determining immediate and long term costs and benefits with a goal of developing a self-sustaining model. The typical process for leasing out public owned facilities requires a competitive RFP process.

2. The desire to place the "Black Box Theater" within the project and if so, the design parameters of the theater.

Staff recommendation - The Black Box Theater is not specifically mentioned in the RFP but was discussed during pre-submission meetings. Staff recommends that this specific use not be included in the Art/Cultural space due to the potentially prohibitive cost and also the functional inability to continually activate the public space.

3. The desire for onsite structured public parking must be reconciled with the cost of the parking.

Staff recommendation - The RFP noted the need to replace the existing 145 public parking spaces on the properties but also allowed the possibility to combine public parking and development required parking spaces. The proposal lists 696 development required parking spaces and 275 public/retail parking spaces.

Staff recommends negotiating terms to provide the 275 parking spaces.

4. The location and design of the Civil Rights memorial.

Staff recommendation - Staff and the developer are seeking general direction on what is anticipated as an appropriate civil rights memorial for this site. Staff recommends approval of the proposed intent to integrate the old jail facade, tower and wing walls, into the proposed hotel. As the design progresses, staff will determine the content of the memorial with the guidance of a citizens committee. This approach will allow public access but will not create a formal museum with the attendant long term costs of programming, operations and maintenance.

5. The cost of the renovation of the historic jail structure and building façade.

Staff recommendation - The development proposal includes incorporating the old County Jail façade, tower and wings as part of the 150-room hotel. Preservation of the jail facade coupled with integration into the hotel component is an appropriate preservation response. This will likely require financial assistance from the CRA, City or County. Staff recommends including potential financial assistance to facilitate preservation of this historic component. Please note that museums are an appropriate use for the \$5 million Event/Art/Culture funds if the museum component is owned by a public entity.

6. The need for retail assistance until the retail space within the project is established and self-sustaining.

Staff recommendation - Activation of this project with commercial/entertainment uses is essential to its success. Staff recommends, at a minimum, negotiating costs that will be associated with the public infrastructure necessary to serve this development and its mix of uses.

7. The need for the City or CRA to provide resources to support the full-time programming of activities on Cascade Park to create the vitality necessary for the success of the development.

Staff recommendation - Staff will evaluate this programming function as the project moves forward. Consideration will be given to existing Parks and Recreation staffing and a partnership with the DIA.

8. Incorporating workforce housing opportunities within the development.

Staff recommendation - This item was not part of the NAP presentation but recent affordable housing discussions by the City and County commissions have suggested exploring options to expand workforce housing opportunities within the city and county. Staff recommends negotiating the inclusion of workforce housing (for households at 80 to 120 percent of Area Median Income) options within the development.

III. Preparation and Approval of the Purchase and Sales Agreement

Assuming CRA Board approval of the sale of the Firestone and Bloxham Annex properties to NAP for \$4,280,000, the next step will be the preparation of a PSA outlining the terms and conditions of the sale. An executed PSA will provide NAP with the level of property control they need to move forward with the due diligence and permit reviews/approvals needed to finalize the project design and costs.

This will be the period where NAP determines any project financial gaps, which will be incorporated into a UPUD with the City and a development agreement with the CRA. NAP estimates it will spend approximately \$750,000 in inspection and design related expenses during this period. Completion of the purchase of the Firestone and Bloxham Annex properties by NAP will occur after approval of the UPUD and execution of the CRA development agreement.

IV. Preparation of the UPUD

The intensity and complexity of the proposed development will require the developer to enter into a UPUD agreement

with the City. The UPUD will include a public review process to help develop the terms and details on the location and intensity of the development, including, but not limited to, the building design(s); preservation of historical elements; number and type of residential, retail and office units; number and type of parking spaces; infrastructure requirements, including stormwater controls; and the location of arts, amphitheater and public space related uses. Preparation of the UPUD is expected to take approximately nine months. CRA staff will actively participate in the preparation of the UPUD and the CRA Board will have an opportunity to review, guide and comment on the plan. The City Commission is responsible for final approval of the UPUD.

V. Preparation of Development Agreement

Concurrent with the preparation of the UPUD will be the preparation of the CRA-NAP Development Agreement that will include by reference the conditions of the UPUD, as well as the terms and conditions of both the CRA Board and NAP participation, including any financial assistance, in the redevelopment of the Firestone and Bloxham Annex properties. The development agreement will be approved by the CRA Board and will be executed after the UPUD has been approved. Preparation of the development agreement, which will run concurrent with the preparation of the PSA and UPUD, is expected to take 12 months.

Staff Recommendation:

Staff concurs with the recommendation of both the RFP Selection Committee and DRC to present the NAP proposal to the CRA Board for consideration. Staff further recommends the Board authorize staff to negotiate a PSA and Development Agreement with North American Properties for the purchase and redevelopment of the Firestone and Bloxham Annex properties as discussed and recommended under section II of this agenda item. Both the PSA and Development Agreement will be presented to the CRA Board for final approval.

Options

1. Authorize CRA staff to begin the process of negotiating a Purchase and Sales Agreement and Development Agreement with North American Properties for the sale and redevelopment of the Firestone and Bloxham Annex properties.
2. Do not authorize CRA staff begin the process of negotiating a Purchase and Sales Agreement and Development Agreement with North American Properties for the sale and redevelopment of the Firestone and Bloxham Annex properties; provide staff with alternate direction.
3. Provide staff with alternative direction.

Attachments/References

1. Select Renderings from NAP RFP Redevelopment Proposal
2. RFP 0079R-RWT-RC Selection Committee Members
3. RFP 0079R-RWT-RC Scoring Sheet

[Attachment 1.pdf \(1,842 KB\)](#)

[Attachment 2.pdf \(281 KB\)](#)

[Attachment 3.pdf \(85 KB\)](#)



Agenda Item Details

Meeting	Mar 23, 2017 - CRA Board Meeting
Category	6. Downtown District Policy Formation and Direction
Subject	6.01 Approval of Purchase and Sales Agreement for Firestone and Bloxham Annex Properties -- Roxanne Manning, Tallahassee Community Redevelopment Agency
Type	Action, Discussion
Fiscal Impact	Yes
Recommended Action	Option 1: Approve the Purchase and Sale Agreement with North American Properties.

For more information, please contact: Roxanne Manning at 850-891-8353.

Statement of Issue

This item seeks approval of the proposed purchase and sale agreement for the sale of the Firestone and Bloxham Annex parcels (adjacent to Cascades Park) to North American Properties (NAP).

On January 26, 2017, the CRA Board authorized staff to negotiate the sale of the properties to NAP (Agenda Item No. 6.01). Staff has negotiated the proposed terms of the agreement which are summarized below.

1. Sales Price: \$4,280,000 (payable at closing)
2. Deposit: \$200,000 (\$50,000 paid, \$150,000 payable at conclusion of Investigation Period)
3. Investigation Period: Latter of 180 days or 60 days after state transfers title to CRA. This period allows NAP to perform inspections, environmental assessments, etc. NAP may choose not to proceed at any time during the Investigation Period without penalty.
4. Permit Period: During the Permit Period, NAP and CRA will work together to obtain development approvals for the project, including approval of a Planned Unit Development, issuance of an environmental management permit, a proposed CRA development agreement and a proposed development agreement with the City of Tallahassee. During the Permit Period, NAP can choose not to proceed and forfeit \$25,000 of the deposit. The estimated time for the Permit Period is 180 days.
5. Conditions to Closing: The following are conditions to closing. If any of the following conditions are not satisfied, both the CRA and NAP have the ability to terminate the agreement.
 - (a) Development Approvals: Development approvals consist of all required government approvals including the environmental management permit, PUD, and development agreement with City of Tallahassee.
 - (b) CRA Development Agreement: NAP has requested CRA financial participation for items such as civil rights memorial, preservation of aspects of the existing structure, and infrastructure. The cost of these items and the level of CRA financial assistance, have not been determined at this time.
 - (c) Parking Space Agreement: The sale is conditioned upon the existence (to be negotiated later) of an agreement between NAP and CRA for the purchase of up to 145 publicly owned parking spaces in a parking

structure within the development. The preliminary estimated cost of the public parking spaces is \$27,500 per space, or nearly \$4.0 million for 145 publicly owned parking spaces.

(d) **Public Space Agreement:** The sale is conditioned upon the existence (to be negotiated later) of an agreement for the sale or lease of no less than 7,500 square feet of space. It is anticipated that this space would support the Cascades Park amphitheater (e.g. green room) and may include space utilized for other uses and events.

(e) **Right to Re-Purchase/Right of First Refusal:** The sale is conditioned upon the existence (to be negotiated later) of an agreement entitling the CRA to repurchase the property if NAP does not commence construction within 2 years of closing and the right of first refusal if NAP offers the property for sale at any time prior to commencement of construction. Neither the right to re-purchase nor the right of first refusal would impose an obligation on CRA to exercise such right but would merely provide CRA with the option.

6. **Closing Date:** Closing is scheduled for 60 days after conclusion of the Permit Period. The closing date can be extended for up to 120 days.

Upon approval of the proposed terms, staff requests that Roxanne Manning, CRA Executive Director, be authorized to execute the purchase and sale agreement on behalf of the CRA.

Recommended Action

Option 1: Approve the Purchase and Sale Agreement with North American Properties.

Fiscal Impact

Sale of the property will generate \$4,280,000 in revenue to the district.

Based on current city and county millage rates and an estimated post-development value of \$158 million (provided by NAP), staff estimate that construction of the proposed project will generate taxable value which will result in \$1.3 million in first year tax increment to the CRA when all of the proposed improvements are added to the tax rolls.

There are expenditures contemplated under the agreement including CRA purchase of public parking spaces, purchase/lease of public space and CRA financial participation in the development. The amount of the CRA expenditures have yet to be determined.

Supplemental Material/Issue Analysis

History/Facts & Issues

On August 3, 2016, the CRA issued a request for proposals for sale and development of the properties. NAP submitted the only response to the RFP.

NAP proposes to redevelop the properties as an urban mixed-use development which includes a boutique hotel; office space; residential townhomes, flats and apartments; restaurants; retail and civic uses; and cultural space. NAP estimates the taxable value of the proposed development will be \$158 million.

The properties are currently owned by the State of Florida. The CRA has entered into an exchange agreement with the State to acquire the properties.

Options

1. Approve the Purchase and Sale Agreement with North American Properties.
2. Do not approve the Purchase and Sale Agreement with North American Properties and provide direction to staff.

Attachments/References

None.



Agenda Item Details

Meeting	Mar 23, 2017 - CRA Board Meeting
Category	7. Both Districts Policy Formation and Direction
Subject	7.01 Discussion of Dedicated Tourist Development Funds -- Roxanne Manning, Tallahassee Community Redevelopment Agency
Type	Action, Discussion
Fiscal Impact	No
Recommended Action	Option 1: Accept staff's report.

For more information, please contact: Roxanne Manning at 850-891-8353.

Statement of Issue

At the January 26, 2016 meeting, the Board directed staff to initiate conversations for the disposition of tourism development funds that was once set aside for a performing arts center. In December 2014, the Leon County Commission (the County), the City of Tallahassee Commission (the City) and the City of Tallahassee Community Redevelopment Agency (CRA) Board approved the third amendment to the Interlocal Agreement governing the creation and operation of the CRA's Downtown District Community Redevelopment Area. The amendment addressed the use of the \$5,042,522 in tourist development tax funds (the Funds) originally collected for the Downtown Performing Arts Center. Among other things the use of the Funds was limited to culture, visual arts, and heritage programs; performing arts as part of the convention center project; or other performing arts projects. The Funds could be used in either redevelopment district but the uses had to be authorized under Section 125.0104, Florida Statutes.

In a separate agreement, the County and City agreed that the \$508,425 of bed tax funds, originally obtained for the demolition of the Johns and Clemons buildings, would be reimbursed by the City for improvements to the Capitol City Amphitheater.

Staff has previously indicated that it was most appropriate to not allocate any of the Funds until such time as the Firestone and Bloxham Annex properties were in posture for redevelopment. On February 24, 2016, the CRA issued the second Request for Proposals (RFP) for the Sale of the Firestone and Bloxham Annex properties on East Gaines Street, adjacent to Cascade Park. In the RFP, among other required and desired features, the CRA identified a need for 5,000 to 7,000 square feet of finished space in or adjacent to the proposed development for support facilities for the Capitol City Amphitheater. The desired features of the amphitheater support space included a green room, dressing rooms, a catering kitchen and event space for public use. On April 14, 2016, North American Properties (NAP) submitted a proposal in response to the RFP, which included conceptual space for the support facilities. Following review and positive recommendations from the RFP review committee, on January 26, 2017, the CRA Board approved the sale and redevelopment of the properties to NAP assuming mutually acceptable terms could be negotiated for the Purchase and Sales Agreement (PSA), CRA Development Agreement and PUD/UPUD conditions. This included determining the type and use of support facilities required as part of the development, and their cost.

The development of the Firestone/Bloxham Annex project presents opportunities to obtain important support space for Cascades Park and the amphitheater while using the aforementioned funds as the Statute directing the use of bed tax funds and CRA Interlocal Agreement prescribe. Chapter 125, Florida Statutes, allows use of tourist development tax funds to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote uses which attract

tourists. In order to qualify for the as governed by Chapter 125, the amphitheater support space and/or multipurpose space must either be publicly owned and operated or owned and operated by not-for-profit organizations and open to the public.

The current estimated project costs for establishing amphitheater support facilities on the development is approximately \$2,300,000. Staff will continue to work with the developer to refine the design and final costs for Board approval. Assuming the estimates become actual costs, there will be approximately \$3,000,000 of Funds that could be further programmed throughout the CRA districts. It is recommended that staff complete the negotiation process for the Firestone/Bloxham Annex project prior to prioritizing or allocating remaining Funds.

Recommended Action

Option 1: Accept staff report

Fiscal Impact

None at this time.

Supplemental Material/Issue Analysis

History/Facts & Issues

In December 2014, the County, City and CRA Board approved the third amendment to the Interlocal Agreement governing the creation and operation of the CRA's Downtown District Community Redevelopment Area. The amendment addressed the use of the \$5,042,522 in tourist development tax funds (the Funds) originally collected for the Downtown Performing Arts Center. Among other things the use of the Funds was limited to culture, visual arts, and heritage programs; performing arts as part of the convention center project; or other performing arts projects. The Funds could be used in either redevelopment district but the uses had to be authorized under Section 125.0104, Florida Statutes.

In a separate agreement, the County and City agreed that the \$508,425 of bed tax funds used by the City for the demolition of the Johns and Clemons buildings would be reimbursed by the City for improvements to the Capitol City Amphitheater.

Funding of Proposed Firestone/Bloxham Annex Development

On February 24, 2016, the CRA issued the second Request for Proposals (RFP) for the Sale of the Firestone and Bloxham Annex properties on East Gaines Street, adjacent to Cascade Park. In the RFP, among other required and desired features, the CRA identified a need for finished space in or adjacent to the proposed development for support facilities for the Capitol City Amphitheater. The desired features of the support space included a green room, a dressing room, a warming kitchen and event space for public use. On April 14, 2016, North American Properties (NAP) submitted a proposal in response to the RFP, which included conceptual space for the support facilities. On January 26, 2017, the CRA Board approved the sale and redevelopment of the properties to NAP assuming mutually acceptable terms could be negotiated for the Purchase and Sales Agreement (PSA), CRA Development Agreement and PUD/UPUD conditions. This included determining the type and use of support facilities required as part of the development, and their cost.

There are several initial options for investment at Firestone/Bloxham Annex.

1. The first is construction of the amphitheater support facilities which includes a multipurpose spaces similar to the existing facilities at the amphitheater. This includes necessary dressing rooms, a green room, a warming kitchen, an office, private and public restrooms and a multipurpose space that will support amphitheater needs. These will be constructed immediately adjacent to the plaza, directly across from the amphitheater. Loading and storage considerations are being addressed as part of the overall project design. The initial estimated size is 11,670 SF. The estimated cost to build the space is \$2,334,000. The developer has also provided estimated lease rates of the space at \$291,750 per year should the space not be owned by a governmental entity. The initial funds to

construct these amphitheater support facilities will come from the \$508,425 of City funds committed to the amphitheater improvements. Additional funds, if needed, are anticipated to be drawn from the \$5,042,522 in tourist development tax funds.

2. Any other cultural use space as directed by the CRA Board which meets the requirements of Chapter 125 and the CRA Interlocal agreement.

Staff will continue to work with the developer and TDC staff to refine the design and final costs for Board approval.

Programming of Remaining Funds

Once final costs for appropriate amphitheater support facilities have been determined, the Board will be in position to consider allocation of the remaining Funds. To date, a number of projects have been discussed in some manner. The following list are those projects that have been proposed over time:

1. Mural program for both districts, on-going funding, estimated \$100,000/year.
2. Facility for Le Moyne Galleries including 15,000 SF new construction on the Meridian Point site, plus 10,000 SF outdoor sculpture garden, 500 SF outdoor kiln space, optional 2,000 SF 100 seat black box theater, dressing rooms, green room. Estimated cost at \$200/SF = \$3,000,000.
3. Black Box theater, performance space, rehearsal space and event space, leasable to local organizations and traveling performers and shows. Estimated costs vary between \$2,000,000 and \$10,000,000.
4. Waterworks Cultural Center: A centrally located hub for art, heritage and culture. This adaptive reuse will serve as a gathering space, flexible meeting, and venue to serve Tallahassee and Leon County. Estimated costs should include grants. Final amount to be determined.
5. City of Tallahassee Museum, Estimated cost will depend on location and size.
6. Restoration and installation of the Refregier murals, Estimated cost \$500,000.
7. Visitors Center for the Arts: a central location containing extensive information on regional artists and galleries, including display and sales space. Estimated cost will depend on location and size.
8. Community Canvas Initiative: Unique and contemporary digital media art installation that will be permanently located in downtown Tallahassee at Doubletree hotel. Cost to be determined.
9. Artist Summer Intensives: a unique program to Tallahassee that encourages visitors and residents to stay for weeklong artist retreats that offer unique programming in the arts. Cost to be determined.
10. Art Display & Sales Space: artists and galleries coordinate to stock and staff art stores located in one or more places. Cost to be determined.
11. Restore the Old Jail and create a museum. Cost to be determined.
12. KCCI "I Heart Tallahassee" sculpture. Cost approximately \$150,000.

It is possible that the above list may not be inclusive of other projects previously proposed.

On February 26, October 29, and December 10, 2015, after numerous meetings with stakeholders, CRA staff presented a proposed process for the expenditure of the Funds to the CRA Board. The Board authorized staff to continue to meet with the different stakeholders and bring back an agenda item containing multiple proposals that incorporate the goals of the City's Cultural Plan into the surrounding Cascades Park and Frenchtown/Southside areas. During November 2015, the Council on Culture and Arts (COCA) held two additional workshops with the arts community to seek additional ideas on the use of the Funds. The potential uses were screened for adherence to Cultural Plan goals, Chapter 125 consistency, potential revenue generation, and related pros and cons. The results of those workshops were presented to the CRA Board at the December 10, 2015 Board meeting.

To prepare for the discussions with the arts community, staff reviewed the Cultural Plan; Chapter 125, Florida Statutes (FS); studies by Americans for the Arts; and researched programs in other cities. To learn more about the specific cultural needs and goals within the Tallahassee/Leon County community, CRA staff held multiple meetings with representatives from the Tourist Development Council (TDC), COCA and others in the arts and theater communities to discuss their needs, ideas and opportunities.

CRA staff found that a consistent message emerged from many of the discussions regarding the need for physical space such as meeting, studio, gallery, rehearsal and performance space. Following the meetings and research it was apparent that while it may be possible to support a range of uses with the TDC funds, members of the arts community placed an emphasis on the need for physical space to support the visual and performing arts.

Physical space is a key element in the success of arts and cultural communities for several reasons. The presence of significant buildings and/or spaces dedicated to the arts is one of the clearest indicators of a thriving arts program within a community. Dedicated art and cultural facilities identify cities have moved up to a level in which arts and culture are integral elements in the local social and economic structure. Moreover, based on evidence from cities around the country, we know an active, well-defined artistic community is a key driver of tourism.

Buildings are, however, one of the most expensive components of an artistic environment. Because renting or building physical space is expensive, it is often beyond the reach of many artists or arts entities. In fact, lack of dedicated physical space can be considered a growth inhibitor to the creation of a genuinely successful art programs.

The Capital Area Cultural Plan

The Cultural Plan, as updated in 2014, identifies goals and objectives to be implemented to support the arts in our community. The resources discussed above provide an opportunity to fulfill several Cultural Plan goals. The Plan provides four goals, three of which are relevant to the expenditure of these funds, as follows:

ECONOMIC DEVELOPMENT & MARKETING: Position and market the arts, culture and heritage as a strategic partner of Tallahassee/Leon County economic development efforts, through public and private funding for arts, arts organizations and cultural assets.

EDUCATION: Capitalize on the area's art, cultural and heritage attributes in order to strengthen art, culture and heritage opportunities in schools and the community.

FUNDING & FACILITIES: Provide sustainable public and private funding to preserve and improve arts, cultural and heritage organizations and experiences. This effort acknowledges the importance of growing new and emerging projects and facilities, but will give priority to existing organizations. The Plan states: *"The need for performance venues is a critical priority for performance arts organizations in our community. The community must go forward with the effort to create one or more new performance venues, but there must be a realistic plan, including the affordability for local groups to utilize the space."*

Next Steps

Staff must first resolve the funding needs for the Firestone/Bloxham Annex project in order to determine available funds for other Board priorities. Because this is a broad issue, Board direction should be provided to staff as to expectations for the use of the funds and/or a desired process for considering projects. Staff will seek additional input from the Board and return with a proposed process at the time when funding balances are known or as otherwise directed by the Board.

Options

1. Accept staff's report.
2. Provide staff with direction.

Attachments/References

None

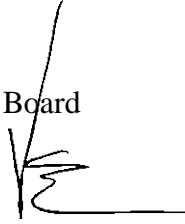
**Leon County
Board of County Commissioners**

Notes for Agenda Item #20

Leon County Board of County Commissioners

Agenda Item #20

May 9, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Full Board Appointment to the Value Adjustment Board

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

Statement of Issue:

This agenda item seeks the Board's consideration of a Full Board appointment of a citizen to the Value Adjustment Board.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Consideration of the appointment of **one** citizen member to the Value Adjustment Board for the remainder of the unexpired term ending February 28, 2019. The eligible applicants are: Gregory Cowan and Annie Rosier.

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for full Board appointments to Authorities, Boards, Committees, and Councils by having a General Business item prepared to fill vacancies.

Analysis:

Value Adjustment Board (VAB)

Purpose: The Value Adjustment Board (VAB) settles disputes between taxpayers and the Property Appraiser relating to denials of exemptions/classifications and market values. If the property owner feels the property's assessment, classification, or exemption is incorrect, a petition can be filed with the VAB. The VAB approves and hires Special Magistrates to conduct quasi-judicial hearings and render recommendations to the VAB for review. The VAB issues the final decisions.

Composition: The VAB is composed of five members: 2 members are County Commissioners, 1 member is a School Board member and 2 citizen members (one appointed by the Board and one appointed by the School Board). Currently Commissioner Jackson and Commissioner Maddox serve on the VAB. The Board appointed citizen member must own homestead property within the County. The terms are for two years terms.

Vacancies: Board appointed citizen member, Pamela Kiser-Burch, has resigned (Attachment #1). Eligible applicants are listed in Table #1.

Table #1. Value Adjustment Board

Vacancy	Term Expires	Application Attachment #	Eligible Applicant	Recommended Action
Pamela Kiser-Burch	2/28/2019	2. 3.	Gregory Cowan Annie Rosier	Full Board to make one citizen appointment for the remainder of the unexpired term ending Feb. 28, 2019

Options:

1. Consideration of the appointment of **one** citizen member to the Value Adjustment Board for the remainder of the unexpired term ending February 28, 2019. The eligible applicants are: Gregory Cowan and Annie Rosier.
2. Board direction.

Recommendation:

Option #1.

Attachments:

1. Kiser-Burch resignation email
2. Cowan application, declaration and resume
3. Rosier application, declaration and resume

From: Cathy Mills
To: Kiser-Burch, Pamela
CC: VAB Counsel Jon Moyle; Smach, Mary
Date: 4/11/2017 12:40 PM
Subject: Re: VAB Appointment

Congratulations on your appointment! It's good for you, but sad for us. You've been a very valued member of the VAB!

I will forward your email to the Board of County Commissioners so that they can prepare to find a replacement in time for the organizational meeting in August. I doubt there is anything else needed, unless you'd care to recommend your replacement.

Regards,

Cathy A. Mills Clerk's Designee to the Value Adjustment Board
GWEN MARSHALL, Clerk of the Circuit Court and Comptroller
2nd Judicial Circuit, Leon County, Florida

850-606-4003 (direct line)
850-606-4005 (Clerk Administration)
850-606-4013 (fax)

Clerk Administration Division
301 S. Monroe Street, #100
Tallahassee, FL 32301

For additional information on the VAB process, [please visit our website](#)

Under Florida law, e-mails received by the Clerk's Office are public records. Both the message and the e-mail address it was sent from (except any information that is exempt from disclosure under State law) may be released in response to a public records request.


On Tuesday, April 11, 2017 at 11:20 AM, <pamelakiserburch@hotmail.com> wrote:

Cathy,

I was appointment by Governor Rick Scott to the Florida Board of Auctioneers as a board member on March 7, 2017, pending senate confirmation. I contacted the Florida Commission of Ethics to find out if there would be an issue with me serving on both the VAB and the Board of Auctioneers. It was their opinion there was no violation for me to continue to serve on both boards. However, they advised me to contact the Florida Attorney General's office to have them check the Florida Statues to confirm there were no issues. I just heard back from the Attorney General's Office and they advised me that I should not serve on both boards concurrently. Unfortunately, I must resign my board position on the VAB. Please let me know the appropriate process to resign. I really enjoyed my time with the VAB and I will miss you and my fellow board members.

Pamela Kiser-Burch

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT VALUE ADJUSTMENT BOARD

<p style="text-align: center;">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>	
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Name: Gregory Cowan	Date: 4/11/2017 4:13:29PM
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Home Phone: (850) 509-7036	Work Phone: (850)488-2415X229	Email: gcowan0927@gmail.com
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Occupation: SENIOR MANAGEMENT ANALYST	Employer: JUSTICE ADMINISTRATIVE COMMISSION
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Preferred mailing location: Home Address
 Work Address: 227 NORTH BRONOUGH STREET
 SUITE 2100
 City/State/Zip: TALLAHASSEE, FL 32301

Home Address 1415 ALSHIRE COURT S
 City/State/Zip: TALLAHASSEE, FL 32317

Do you live in Leon County? Yes If yes, do you live within the City limits? No
 Do you own property in Leon County? Yes If yes, is it located within the City limits? No
 For how many years have you lived in and/or owned property in Leon County? 17 years

Are you currently serving on a County Advisory Committee? No
 If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? Yes
 If yes, on what Committee(s) are you a member? HUMAN SERVICES GRANTS REVIEW COMMITTEE

If you are appointed to a Committee, you are expected to attend regular meetings.
 How many days permonth would you be willing to commit for Committee work? 4 or more
 And for how many months would you be willing to commit that amount of time? 6 or more
 What time of day would be best for you to attend Committee meetings? Day, Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.
 Race: Caucasian Sex: Male Age: 51.00
 Disabled? No District: District 5

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

I HAVE ATTACHED MY CV TO MY APPLICATION, AND YOU CAN ALSO REVIEW MY PROFESSIONAL BACKGROUND AT [HTTPS://WWW.LINKEDIN.COM/IN/GREGORY-COWAN-66878839](https://www.linkedin.com/in/gregory-cowan-66878839).

I VERY MUCH LOOK FORWARD TO THE OPPORTUNITY TO FURTHER SERVE ON A LEON COUNTY CITIZEN ADVISOR BOARD.

THANK YOU FOR YOUR CONSIDERATION.

GREGORY J. COWAN

(850) 509-7036
 GCOWAN0927@GMAIL.COM

References (you must provide at least one personal reference who is not a family member):

Name: TERRY P. LEWIS Telephone: (850) 577-4308
Address: 301 SOUTH MONROE STREET, TALLAHASSEE, FLORIDA 32301

Name: MAJOR B. HARDING Telephone: (850) 425-5341
Address: 123 SOUTH CALHOUN STREET, TALLAHASSEE, FLORIDA 32302

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 **YES per email dated 4/12/17**
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: Gregory J. Cowan

This application was electronically sent: 4/11/2017 4:13:29PM

From: Greg Cowan <gcowan0927@gmail.com>
To: Mary Smach <SmachM@leoncountyfl.gov>
Date: 4/12/2017 8:03 AM
Subject: Re: Applications Received
Attachments: DOC041217-04122017074926.pdf

Hi Mary,

Thank you so much for your response. I look forward to the opportunity to serve!

I completed the Orientation last night, and I have attached a signed and dated copy of the Qualifications Declaration to the Value Adjustment Board.

Please let me know if I need to supply any additional information or follow-up on any other issues to finalize my application.

Thank you again,
Greg C.
(850) 509-7036

On Tue, Apr 11, 2017 at 4:58 PM, Mary Smach <SmachM@leoncountyfl.gov> wrote:

> Hi Gregory Cowan,
>
> Thank you for your interest in serving on an advisory committee. Citizen
> participation is important in developing Leon County's programs and
> policies, and in providing quality public services to the community.
>
> We received your applications for the CareerSource Capital Region Board
> and the Value Adjustment Board. Your applications indicated that you had
> not completed the orientation. It is our policy that all applicants
> must complete the orientation in order to be eligible for membership on a
> committee.
>
> Please visit our website and complete our Orientation at your earliest
> convenience:
> <http://cms.leoncountyfl.gov/committees/list.asp>
>
> If you would please be so kind as to email me back to indicate that you
> have completed the Orientation, I would appreciate it.
>
> To determine your eligibility for appointment to the Value Adjustment
> Board, please complete the attached form and return it to me.
>
> Thank you for your time,
>
> Mary Smach
> Agenda Coordinator
> Leon County Administration
> 301 S. Monroe St. Suite 502
> Tallahassee, FL 32301
> 850-606-5311 <(850)%20606-5311>
>
> www.leoncountyfl.gov
>
> "People Focused. Performance Driven"
>
> Thank you for your email. Please note that under Florida's Public
> Records laws, most written communications to or from county staff or
> officials regarding county business are public records available to the
> public and media upon request. Your e-mail communications may therefore be
> subject to public disclosure.
>
>

**THE BOARD OF COUNTY COMMISSIONERS, LEON COUNTY, FLORIDA
CITIZEN MEMBER QUALIFICATIONS DECLARATION
TO THE VALUE ADJUSTMENT BOARD**

The citizen member appointed by the Board of County Commissioners must be the following:

1. One who owns homestead property in the County appointed by the county's governing body.
2. Citizen members must not be:
 - a. A member or employee of any taxing authority in this state;
 - b. A person who represents property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes.
3. Citizen members shall be appointed in a manner to avoid conflicts of interest or the appearance of conflicts of interest.
 - (a) Each elected member of the Value Adjustment Board (Board) shall serve on the Board until he or she is replaced by a successor elected by his or her respective governing body or School Board or is no longer a member of the governing body or School Board of the County.
 - (b) When an elected member of the Value Adjustment Board ceases being a member of the governing body or School Board whom he or she represents, that governing body or School Board must elect a replacement.
 - (c) When the citizen member of the Value Adjustment Board appointed by the governing body of the County is no longer an owner of homestead property within the County, the governing body must appoint a replacement.
 - (d) When the citizen member appointed by the School Board is no longer an owner of a business occupying commercial space located within the school district, the School Board must appoint a replacement.

As a prospective BOCC appointed citizen member to the Value Adjustment Board, the undersigned confirms compliance of the Department of Revenue requirements listed above.

ATTESTED:

Applicant

Date

4/12/2017

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Summary

Analytical thinker with the ability to balance multiple and sometimes conflicting priorities. Proven effective leader, manager, and supervisor in high pressure and stressful professional environments. Effective communicator, presenter, writer, and instructor with excellent technical and computer skills. Strong work ethic and task oriented with a focus on integrity and service.

Contact Information

Office

227 North Bronough Street, Suite 2100
Tallahassee, Florida 32301
(850) 488-2415, extension 229 (Office)
greg.cowan@justiceadmin.org
<https://www.linkedin.com/in/gregory-cowan-66878839>

Home

1415 Alshire Court South
Tallahassee, Florida 32317
(850) 509-7036 (Mobile)
gcowan0927@gmail.com

Education

Master of Arts, University of South Carolina
Sociology, May, 1991

Bachelor of Arts, University of West Florida
Social Sciences Interdisciplinary, April, 1989

Professional and Academic Interests

Criminal and Civil Justice
Budget and Operational Policy
Social and Economic Inequality

Clerk and Court Administration
Emergency Management
Race and Ethnicity

Professional Experience

Senior Management Analyst, Justice Administrative Commission, Tallahassee, Florida, February 1, 2016 to Present.

Providing analytical and managerial expertise and working independently on a variety of policy, legislative, budget, and operational matters. Specific duties include: sharing responsibility as the agency's Records Management Liaison Officer (RMLO), pursuant to s. 257.36, F.S.; developing and managing a systemic records retention program for the agency; tracking and implementing Legislative issues; representing the agency during regional and statewide workshops and conferences; developing strategic goals and tactical objectives related to agency internal controls; identifying and conducting research on issues of significance to the JAC; assisting with the agency's Continuity of Operations Management plan; coordinating agency-wide training; assisting the Executive Office with the researching, drafting, and preparation of reports.

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Consultant, *National Center for State Courts, Williamsburg, Virginia, June, 2009 to Present.*
(Part-time employment as projects warrant)

Serving as a national-level expert on court emergency management. Specific duties include: developing and writing grant proposals, reports, educational programs, and video scripts as requested; conducting literature reviews, interviews, and field research; presenting at national and international conferences; and assisting in the improvement of courts' capabilities to respond and recover from emergency events.

Budget Director, *Florida Clerks of Court Operations Corporation, Tallahassee, Florida, November 3, 2014 to September 30, 2015.*

Developing statewide budget policy and providing leadership and supervision within a team of budget managers to assist with the coordination, analysis and development of the clerk of court state budgeting processes. Specific duties include: providing independent leadership and supervision within the team of budget managers, developing statewide budget policies, analyzing funding needs, developing/evaluating objectives for budgets, overseeing budget instructions training, conducting technical reviews of clerk budget requests, monitoring the budget status for each clerk's office, providing budget training, conducting research, compiling information/data, preparing/reconciling periodic and special complex financial reports/presentations, serving as lead staff to clerks and staff workgroups.

Senior Budget Manager, *Florida Clerks of Court Operations Corporation, Tallahassee, Florida, September 1, 2009 to November 2, 2014. (Temporary assignment from the Leon County Clerk's Office in May, 2009 became permanent in September, 2009.)*

Developing statewide budget policy and providing leadership and supervision within a team of budget managers to assist with the coordination, analysis and development of the clerk of court state budgeting processes. Specific duties include: providing independent leadership and supervision within the team of budget managers, developing statewide budget policies, analyzing funding needs, developing/evaluating objectives for budgets, overseeing budget instructions training, conducting technical reviews of clerk budget requests, monitoring the budget status for each clerk's office, providing budget training, conducting research, compiling information/data, preparing/reconciling periodic and special complex financial reports/presentations, serving as lead staff to clerks and staff workgroups.

Assistant Courts Director, *Leon County Clerk of the Circuit Court, Tallahassee, Florida, June 1, 2007 to September 1, 2009.*

Providing departmental planning and management, business process mapping, and initiating improvement projects for the courts department. Specific duties included: assisting the director in coordinating activities of staff to insure continuing operations, maximizing productivity, and improving efficiency in the delivery of services to customers; coordinating technology and process improvement projects within the department, within the clerk's office, and with partner agencies and customers; preparing external reports on performance and budget; assuming second seat in the leadership of the 100 plus employees of the department; assuming

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management responsibility for the department in the absence of the director; working independently with little supervision within established policies and procedures.

Court Operations Consultant, Florida Supreme Court, Office of the State Courts Administrator (OSCA), Court Services Section, Tallahassee, Florida, September 22, 2001 to May 31, 2007.

Assisting in the development of statewide policy for the judicial branch, staffing court committees, performing duties related to branch emergency preparedness efforts, and performing the duties related to development and maintenance of OSCA's website. Specific duties included: serving as the alternate emergency coordinating officer for the branch; serving as the branch representative with the State Emergency Response Team; serving as primary staff on the Florida Supreme Court Work Group on Emergency Preparedness, Work Group on Standards for Jury Panel Sizes, Task Force on the Management of Cases Involving Complex Litigation, and the Commission on District Court of Appeal Performance and Accountability; and creating and maintaining web pages.

Senior Court Analyst II, Florida Supreme Court, Office of the State Courts Administrator, Trial Court Funding Policy Section, Tallahassee, Florida, October 1, 2000 to September 21, 2001.

Assisting in the implementation of changes in court funding, staffing court committees, conducting audits and performing the duties of the OSCA's Deputy Webmaster. Specific duties included: developing survey instruments; gathering data; analyzing data; planning and participating in audits; conducting training sessions; preparing and participating in presentations to committees; and creating and maintaining web pages.

Senior Court Analyst I, Florida Supreme Court, Office of the State Courts Administrator, Trial Court Funding Policy Section, Tallahassee, Florida, January 4, 2000 to October 1, 2000.

Assisting in the implementation of changes in court funding, staffing court committees, conducting audits and performing the duties of the OSCA's Deputy Webmaster. Specific duties included: developing survey instruments; gathering data; analyzing data; planning and participating in audits; conducting training sessions; preparing and participating in presentations to committees; and creating and maintaining web pages.

Senior Court Analyst I, Florida Supreme Court, Office of the State Courts Administrator, Court Services Division, Tallahassee, Florida, May 1, 1998 to January 4, 2000.

Responsible for auditing Florida's Summary Reporting System (SRS), assisting in the staffing of court committees and performing the duties of the OSCA's Deputy Webmaster. Specific duties included: preparing and participating in field audits; compiling and analyzing data from the audits; writing audit reports; preparing and participating in presentations to committees; and creating and maintaining web pages.

Correctional Services Assistant Administrator, Florida Department of Corrections, Bureau of Sentence Structure, Tallahassee, Florida, February 7, 1997 to April 30, 1998.

Supervising the Court Orders section of the Florida Department of Corrections. Specific duties included: supervising the section's other employees; analyzing and processing all high priority

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court orders (death row, releases, appellate court orders); regularly communicating with court staff, law enforcement, and the general public; and developing statistical tools to track the section's progress.

Correctional Probation Officer, Florida Department of Corrections, Probation and Parole Services, Panama City and Tallahassee, Florida, January 22, 1993 to February 1, 1996 and July 26, 1996 to February 7, 1997.

Monitoring and directing felony probationers. Specific duties included: developing supervision plans; coordinating probationer's activities; regularly interacting with the public; reporting probationer's activities to the court; testifying in court regarding probationers' compliance with court orders; coordinating and supervising a college intern program; and some investigative duties as described below.

Correctional Probation Officer -- Investigator, Florida Department of Corrections, Probation and Parole Services, Panama City, Florida, February 1, 1996 to July 26, 1996.

Collecting and reporting data regarding defendants' criminal histories and circumstances of current offenses pending before the court. Specific duties included: collecting information by means of NCIC, FCIC, and other automated systems; collecting information by means of personal contacts; analyzing criminal histories and current offenses as they related to Florida laws regarding sentencing guidelines; developing official records and sentencing documents; assisting in the development of a sentencing guidelines data base; developing a manual to be used by other officers in creating sentencing guideline scoresheets; and conducting training sessions with other officers regarding the specifics associated in creating sentencing guideline scoresheets.

Probation Counselor, Salvation Army, Corrections Department, Panama City, Florida, August 19, 1991 to January 21, 1993.

Monitoring and directing a misdemeanor case load. Specific duties included: developing and implementing a supervision plan; reporting offender progress to the courts; personally presenting violators to the court for consideration; directing offenders regarding the completion of their requirements; monitoring offender criminal activity; and interacting with others regarding the offenders under supervision.

Academic Experience

Adjunct Sociology Instructor, Bainbridge College, Division of Arts and Sciences, Bainbridge, Georgia, Summer, 1999 to Fall, 2000.

Instructing a college level academic course in sociology. Specific duties included: developing a course syllabus; reviewing current trends in the discipline; analyzing and interpreting statistical data; communicating concepts to the students; dealing with controversial subject matter; evaluating the progress of the students; developing course website; and administrative duties.

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Adjunct Sociology Instructor, *Gulf Coast Community College, Division of Social Sciences, Panama City, Florida, Fall, 1991 to Summer, 1996.*

Instructing a college level academic course in sociology. Specific duties included: developing a course syllabus; reviewing current trends in the discipline; analyzing and interpreting statistical data; communicating concepts to the students; dealing with controversial subject matter; evaluating the progress of the students; and administrative duties.

Graduate Assistant, *University of South Carolina, Department of Sociology, Columbia, South Carolina, Fall, 1989 to Spring, 1991.*

Assisting assigned professor in teaching, administrative and research responsibilities. Specific duties included: answering student questions; grading student progress; and proctoring exams and library research associated with professor's objectives.

Presentations

Currently Scheduled – “Emergency Management (EM) Planning: Communicating and Implementing EM Principles in a Non-EM Governmental Entity.” *Florida Governmental Finance Officers Association Annual Conference*. Hollywood, Florida. June 25, 2017.

Currently Scheduled – “Emergency Management: Applying Lessons from the Past to the Upcoming 2017 Hurricane Season and Beyond.” Presented jointly with Wayne Meyer. *Connect and Collaborate II: Justice Administrative Commission Training Conference*. Altamonte Springs, Florida. May 18, 2017.

“Justice Administrative Commission Overview and Clerk Related Issues.” Presented jointly with Alton L. “Rip” Colvin. *Florida Association of Court Clerks New Clerks Training*. Tallahassee, Florida. March 14, 2017.

“Overview of the Justice Administrative Commission and the Juror Cost Initiative.” *Regional Court Operations State Partners Workshop*. Clearwater, Florida. August 17, 2016.

“Overview of the Justice Administrative Commission and the Juror Cost Initiative.” *Regional Court Operations State Partners Workshop*. Tallahassee, Florida. August 11, 2016.

“Overview of the Justice Administrative Commission and the Juror Cost Initiative.” *Regional Court Operations State Partners Workshop*. Crestview, Florida. August 10, 2016.

“Overview of the Justice Administrative Commission and the Juror Cost Initiative.” *Regional Court Operations State Partners Workshop*. Gainesville, Florida. August 5, 2016.

“Overview of the Justice Administrative Commission and the Juror Cost Initiative.” *Regional Court Operations State Partners Workshop*. Palm Beach Gardens, Florida. July 25, 2016.

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“Keeping Justice Open.” *Connect and Collaborate: Justice Administrative Commission Training Conference*. Altamonte Springs, Florida. May 4, 2016.

“Court Community Preparation: What Every Court Employee Needs to Know.” *Mid-Atlantic Association for Court Management Mid-Year Conference*. Dover, Delaware. June 3, 2015.

“Communicating and Implementing Continuity Planning in a Non-EM Organization.” *Florida Division of Emergency Management Continuity of Government - Continuity of Operations Workshop and Training*. Orlando, Florida. December 16, 2014.

“Budget Tips and Tools.” Presented jointly with Joe Valentino, Chad Crews, and Chuck Stiles. *Florida Association of Court Clerks and Comptrollers Winter Conference*. Jacksonville, Florida. January 30, 2014.

“CCOC Presentation to New Court Clerks.” Presented jointly with The Honorable Bob Inzer, The Honorable Stacy Butterfield, The Honorable Jeffery Smith, John Dew, Doug Isabelle, and Russ Duncan. *Florida Court Clerks and Comptroller New Clerks Training*. Key West, Florida. May 16, 2013.

“CCOC Presentation to New Court Clerks.” Presented jointly with The Honorable Bob Inzer, John Dew, Joe Boyd, and Doug Isabelle. *Florida Court Clerks and Comptroller New Clerks Training*. Tallahassee, Florida. December 6, 2012.

“Communicating and Implementing Continuity Planning In a Non-EM Organization.” *Florida Division of Emergency Management Continuity of Government - Continuity of Operations Workshop and Training*. Orlando, Florida. December 4, 2012.

“Continuity Planning and Guidance: Communicating Continuity Planning In a Non-EM Organization.” *Federal Emergency Management Agency Continuity of Operations Strategic Planning Conference*. Rochester, New York. July 26, 2012.

“Clerks’ Budget and Allocation.” Presented jointly with The Honorable Bob Inzer and Doug Isabelle. *Florida Association of Court Clerks and Comptrollers Summer Conference*. Tampa, Florida. June 14, 2011.

“Emergency Management Planning.” Luncheon presentation to the Tallahassee Chapter of the Institute of Internal Auditors. Tallahassee, Florida. September 23, 2010.

“Emergency Management: Courts and the Preservation of the Rule of Law.” Presented jointly with Cynthia Easterling. Institute for Court Management. National Center for State Courts. Phoenix, Arizona. August 31-September 3, 2010.

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“Clerks’ Budget Process.” Presented jointly with The Honorable Richard Weiss, Stacy Butterfield, John Dew, and Doug Isabelle. *Florida Association of Court Clerks and Comptrollers Summer Conference*. St Augustine, Florida. June 29, 2010.

“COOP and Pandemic Planning: Why and How.” *National Association of Court Managers Mid-Year Conference*. Colorado Springs, Colorado. February 2, 2010.

“Emergency Management: Courts and the Preservation of the Rule of Law.” Presented jointly with Cynthia Easterling. Institute for Court Management. National Center for State Courts. Melbourne, Florida. October 21-23, 2009.

“Emergency Planning in the Courts.” Presented jointly with Justice Ian Cowan and Judge John Cleland. Judges’ Conference on Courts and Emergency Management. Charlottetown, Prince Edward Island, Canada. October 5-6, 2009.

“COOP Planning: Maintaining the Rule of Law. Planning for a Pandemic within an All-Hazards Context.” Video recording. National Center for State Courts. Williamsburg, Virginia. June 2, 2009. (See <https://drive.google.com/file/d/0B7H63B1fLtg3OU80LUV6WHVVOVk/view?usp=sharing>)

“COOP Planning: Maintaining the Rule of Law. State Courts and the ‘Wars against Terror.’” Video recording. Institute for Court Management. National Center for State Courts. Williamsburg, Virginia. December 22, 2008.

“Emergency Management: Courts and the Preservation of the Rule of Law.” Presented jointly with Marie Schlesinger. Institute for Court Management. National Center for State Courts. Houston, Texas. August 6-8, 2008.

“Keep the Courts Open – All-Hazards Court Emergency Preparedness Planning.” *Annual Conference of the Texas Association for Court Administration*. San Antonio, Texas. October 12, 2007.

“Bioterrorism and All-Hazards Preparedness – Implications to the Legal Community: Are You Ready?” Presented jointly with Cecilia Rokusek, Daniel Stier, Patrick Sweeney, and Richard McNelis. Nova Southeastern University, School of Medicine. Fort Lauderdale, Florida. September 9, 2007.

“Emergency Preparedness and Security Workshop.” Presented jointly with J.D. Gingerich, Pete Hollingsworth, and Carolyn Ortwein. Little Rock, Arkansas. September 6, 2007.

“Preparing for the Coming Influenza Pandemic.” Presented jointly with Judge Janet Ferris. *Florida Conference of County Judges Annual Business Program*. Marco Island, Florida. July, 2007.

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“Courts and Calamities: Responding to Catastrophes.” Presented jointly with Judge Janet Ferris, Tom Hall, Judge Madeleine M. Landrieu, Shelia Simms, and Robin Wright. *Florida Conference of Circuit Judges Annual Business Program*. Marco Island, Florida. June, 2007.

“Emergency Preparedness.” *Chief Judges and Trial Court Administrators’ Education Program*. Fort Myers, Florida. May 24, 2007.

“The Courts, Public Health, and Legal Preparedness.” Presented jointly with Judge John Cleland, Francis Schmitz, Daniel Stier, and Patrick Sweeney. *Public Health Preparedness Summit*. Washington, DC. February 23, 2007.

“Disaster Planning.” Presented jointly with Adam Kilgore and Marta Schnabel. *National Organization of Bar Counsel Mid-Year Meeting*. Miami Lakes, Florida. February 9, 2007.

“Keep the Courts Open.” Presented jointly with Lisa Goodner. *Committee on the Judiciary, Florida Senate*. Tallahassee, Florida. February 6, 2007.

“Keep the Courts Open.” *Florida Association of Court Clerks Records Seminar*. Destin, Florida. January 26, 2007.

“Developing Your Court’s Response to Pandemic Flu.” Presented jointly with Carolyn Ortwein. *Western Conference of State Court Administrators Regional Workshop*. Napa, California. October 27, 2006.

“Surviving Successfully: Disaster and Business Continuity Planning.” Presented jointly with Jannet Lewis. *Court Solutions Conference*. Baltimore, Maryland. September 19 - 20, 2006.

“Florida Courts Continuity of Operations Plan.” *Emergency Public Health Legal Preparedness Seminar* (a session at The Florida Bar’s CLE Program). Tampa, Florida. September 15, 2006.

“Keep the Courts Open.” Presented jointly with Chief Judge Kim Skievaski. *2006 Annual Education Program of the Florida Conference of District Court of Appeal Judges*. Ponte Vedra Beach, Florida. September 12, 2006.

“Disaster Preparedness – Continuity of Courtroom Operations in a Crisis.” *American Bar Association Annual Meeting*. Honolulu, Hawaii. August 4, 2006.

“Court Security: Emergency Preparedness.” Presented jointly with Steve Steadman, John Voelker, Timm Fautsko, and Judy Cramer. *National Association of Court Managers Annual Conference*. Fort Lauderdale, Florida. July 9-13, 2006.

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Gregory J. Cowan

“Panel Discussion: Pandemic Planning Issues for the Florida State Courts.” *Florida State Courts Prepare: Planning for Pandemic as Part of an “All-Hazards” Approach*. Orlando, Florida. June 26, 2006.

“Keep the Courts Open.” *Florida Association of Court Clerks Summer Conference*. Lake Buena Vista, Florida. June 20, 2006.

“The Courts: Guardians of Health and Liberty.” Presented jointly with Judge Carolyn King, William Lehman, and Francis Schmitz. *The Public’s Health and the Law in the 21st Century*. Atlanta, Georgia. June 12, 2006.

“Keep the Courts Open.” *Florida Association of Court Clerks New Clerks Training*. Apalachicola, Florida. March 9, 2006.

“The Technology of Disasters: What you can learn about Court Emergency Preparedness from Hurricane Battered Florida.” Presented jointly with Craig Waters and Alan Neubauer. *Court Technology Conference (CTC9)*. Seattle, Washington. September 14, 2005.

“Keep the Courts Open.” *Florida State Courts Public Information Officer Conference*. Tallahassee, Florida. June 2, 2005.

“Emergency Preparedness in the Florida State Courts.” *Florida Trial Court Administrators’ Educational Program*. Amelia Island, Florida. December 11, 2004.

“Keeping the Courts Open After 7/1.” Presented jointly with Charlotte Jerrett. *Florida Trial Court Administrators Round Table*. Amelia Island, Florida. December 7, 2003.

“Emergency Preparedness Plans: An Overview of Policy & Practice Issues.” *9-11 Summit: Courts in the Aftermath of September 11th*. New York, New York. September 27, 2002.

“Emergency Preparedness Planning: A Workshop.” *9-11 Summit: Courts in the Aftermath of September 11th*. New York, New York. September 27, 2002.

“Continuity of Operations Plan.” *Florida State Courts Emergency Coordinating Officer Training*. Tampa, Florida. July 31 and August 1, 2002.

“Establishment of the Court Emergency Management Group and the Emergency Preparedness Process.” *Florida State Courts Emergency Coordinating Officer Training*. Tampa, Florida. July 31 and August 1, 2002.

“Emergency Preparedness.” *Florida Association of Court Clerks New Clerks Training*. Palm Coast, Florida. March, 2002.

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Curriculum Vitae

Gregory J. Cowan

Assisted Chief Justice Charles T. Wells, Florida Supreme Court and senior staff in presentations in each of the 20 judicial circuits. The presentation was entitled "Toward the Implementation of Revision 7," Fall, 2000 to Spring, 2001.

"The Effects of Dependency on Growth: An Initial Replication of Bornschier and Chase-Dunn's Transnational Corporations and Underdevelopment." *International Network for Social Network Analysis Annual Meeting*. Tampa, Florida. Fall, 1990.

Publications, Articles, and Letters

Cowan, Gregory J. and Meyer, Wayne. "JAC's Emergency Management Collaboration Efforts." *The JAC Express*, volume VII, issue 4, page 3. July-August, 2016.

Cowan, Gregory J. and Meyer, Wayne. "JAC's Emergency Management Collaboration Efforts." *The JAC Informer*, volume VII, issue 4, page 3. July-August, 2016.

Cowan, Gregory J. "An Alternative Perspective to the Ethics Decision Rules and Application of this Alternative to Level IV of the Certified Public Manager Program." Exam submitted in completion of Level Four of the Certified Public Manager Program at the Florida Center for Public Management with Florida State University. August 18, 2016.

Cowan, Gregory J., Vasquez, Veronica. "Records Management at the JAC – A Team Approach." *The JAC Informer*, volume VI, issue I, page 12. January-February, 2016.

Cowan, Gregory J. "The Concept of Leadership Defined and Applied in a Double Loop Learning Opportunity." Exam submitted in completion of Level Three of the Certified Public Manager Program at the Florida Center for Public Management with Florida State University. February 4, 2016.

Cowan, Gregory J. "Budget editorial does not speak for all members of community." *Tallahassee Democrat*, volume 110, issue number 258, page 4a. September 14, 2015.

Fautsko, Timothy F., Cowan, Gregory J., et al. "The Effects of Hurricane Sandy on State Courts in Pennsylvania, New Jersey, and New York Lessons Learned." National Center for State Courts and State Justice Institute. December 17, 2014.

Cowan, Gregory J. "Ebola Response: A Practical Approach for Court Administration." *Court Express*, National Association for Court Management, volume 15, number 4. November, 2014.

Cowan, Gregory J. "Ebola Response: A Practical Approach for Court Administration." American Judges Association (AJA) Blog. October 20, 2014.

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Gregory J. Cowan

Cowan, Gregory J., Inzer, Bob, Dew, John, et al. "CFY 2014-15 Clerks' Proposed Budget Request." Florida Clerks of Court Operations Corporation. August 1, 2014.

Berson, Steve, Cowan, Gregory J., Fautsko, Timothy F., et al. "Lessons Learned by the Courts in the Wake of Hurricane Sandy." Grant proposal submitted to the State Justice Institute. October, 2013. (Proposal was approved by the State Justice Institute in December, 2013.)

Cowan, Gregory J. "Don't buy that race is no longer a factor." *Tallahassee Democrat*, volume 108, issue number 187, page 4A. July 6, 2013.

Cowan, Gregory J. "An Interesting Subject." Exam submitted in completion of Level Two of the Certified Public Manager Program at the Florida Center for Public Management with Florida State University. March 18, 2013.

Cowan, Gregory J. "Reward dedication of state workers." *Tallahassee Democrat*, volume 108, issue number 38, page 5A. February 7, 2013.

Cowan, Gregory J. "Tax committee has chance to shape our future." *Tallahassee Democrat*, volume 107, issue number 363, page 5A. December 28, 2012.

Cowan, Gregory J., Inzer, Bob, Dew, John, et al. "SFY 2013-14 Clerks' Legislative Budget Request." Florida Clerks of Court Operations Corporation. November 30, 2012.

Cowan, Gregory J. and Fautsko, Timothy F. "Coordination of State Level Emergency Management Operations Between the Executive and Judicial Branches of State Government from the National Center for State Courts." Grant proposal submitted to the State Justice Institute. July, 2012. (Proposal was not approved by the State Justice Institute but lead to the development of the later proposal approved by the State Justice Institute in December, 2013.)

Stier, Daniel D., Nicks, Diane, Cowan, Gregory J. "The Courts, Public Health, and Legal Preparedness." *American Journal of Public Health*. volume 97, supplement 1, page S69. April, 2007.

Cowan, Gregory J. "Florida State Courts Strategy for Pandemic Influenza." March, 2006. (Written under the direction of the members of the Unified Supreme Court/Branch Court Emergency Management Group and additional attorneys with the Office of the State Courts Administrator. These efforts were recognized in July 2007 by the White House in the *National Strategy for Pandemic Influenza Implementation Plan One Year Summary*.)

Waters, Craig, Cowan, Gregory J., Neubauer, Alan. "The Technology of Disasters: What You Can Learn about Court Emergency Preparedness from Hurricane-Battered Florida." *Court Technology Conference (CTC9)*. Seattle, Washington. September 14, 2005.

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Cowan, Gregory J. and Youchock, Gregory. White Paper: "Standard Jury Panel Sizes and the Effects of Recent Reiteration of Jury Efficiency Measures." May 24, 2004.

Cowan, Gregory J. "Emergency Preparedness in the Florida Judicial Branch." *The Court Manager*, volume 19 issue 1, page 22. Spring, 2004.

Cowan, Gregory J. "OSCA Diversity Work Group Steadfastly Committed to Its Charge." *Full Court Press*, page 14. January-February, 2004.

Cowan, Gregory J. "Court Administration Prepares for July 1, 2004." *Full Court Press*, page 8. November- December, 2003.

Cowan, Gregory J. "Two Years Later – September 11th and the Florida State Courts." *Full Court Press*, page 2. September-October, 2003.

Cowan, Gregory J. and Long, Tom. White Paper: "9/11 Plus Two in the Florida State Courts: The Implementation of "Keep the Courts Open" and Future Efforts in Emergency Preparedness." September 11, 2003.

Cowan, Gregory J. and Youchock, Gregory. "Improving Florida's Jury System: Fiscal Necessity and Continued Responsibility." *Full Court Press*, page 3. July-August, 2003.

Cowan, Gregory J. "Lack of social imagination compounds the race issue." *Capital Outlook* volume 28, number 27, page 5A. July 10-16, 2003.

Cowan, Gregory J. "Tangible Accomplishment and Remaining Vulnerabilities: Emergency Preparedness in the Florida State Courts." *Full Court Press*, page 14. May-June, 2003.

Cowan, Gregory J. "Whites sometimes suffer for advocating racial equality." *Capital Outlook* volume 28, number 10, page 5A. March 6-12, 2003.

Cowan, Gregory J. "Racial insensitivity symptom of denial of human dignity." *Capital Outlook* volume 27, number 52, page 5A. December 26-January 1, 2003.

Cowan, Gregory J. "Wallace's words turned out to be more prophetic than King's." *Capital Outlook* volume 27, number 09, page 5A. February 28-March 6, 2002.

Cowan, Gregory J. "With all values comes a need to sacrifice that some shun." *Capital Outlook* volume 27, number 05, page 5A. January 31-February 6, 2002.

Cowan, Gregory J. "Let us not return to a philosophy that has already failed." *Capital Outlook* volume 26, number 49, page 7A. December 20-26, 2001.

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Gregory J. Cowan

Cowan, Gregory J. "Need for stability among moderate whites key to equality." *Capital Outlook* volume 26, number 45, page 5A. November 22-28, 2001.

Cowan, Gregory J. "Courts Prepare for Revision 7 Transition." *Full Court Press* volume 8, number 2, page 1. May-June, 2001.

Cowan, Gregory J. "Florida State Courts' New and Still Improving Web Site." *Full Court Press* volume 7 number 1, page 8. January-February, 2000.

Professional Memberships and Activities

Member, Florida Records Management Association, November, 2016 to Present.

Member, Florida Government Finance Officers Association, April, 2016 to Present.

Team Member, National Center for the State Courts and State Justice Institute's Project for Documenting the Lessons Learned by the Courts in the Wake of Hurricane Sandy, January, 2014 to December, 2014. (The project was successfully completed in December, 2014.)

Member, American Sociological Association, May, 2011 to June 2015.

Staff, Budget Committee, Florida Clerks of Court Operations Corporation, September, 2009 to September, 2015.

Temporary Other Personnel Services (TOPS) Employee, National Center for State Court, June, 2009 to Present. (Transferred between active and inactive status as projects warrant.)

Team Leader and/or Member, Emergency Management Faculty Team, Institute of Court Management, National Center for State Court, December, 2007 to September, 2010.

Member, National Coalition for Emergency Management in the Courts, October, 2006 to September, 2007.

Staff, Task Force on the Management of Cases Involving Complex Litigation, Florida Supreme Court, September, 2006 to May, 2007.

Member, National Association for Court Management, May, 2006 to May, 2016.

Team Member, National Center for State Court's Project for the Kansas State Courts to Develop Statewide Standards for Security, Emergency Preparedness, Disaster Recovery, and Response to Pandemic Flu, February, 2006 to May, 2006.

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Staff, Work Group on Standards for Jury Panel Sizes, Florida Supreme Court, September, 2004 to March, 2006.

Staff, Commission on District Court of Appeals Performance and Accountability, Florida Supreme Court, October, 2002 to March, 2003.

Member, Diversity Work Group, Office of the State Courts Administrator, August, 2002 to February, 2004.

Member, Unified Court Emergency Management Group, Florida Supreme Court, May, 2002 to June, 2007.

Staff, Work Group on Emergency Preparedness, Florida Supreme Court, September, 2001 to March, 2002.

Professional Recognitions and Certifications

Certified Supervisory Manager, The State of Florida, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, August, 2016.

Recognition by the White House in the *National Strategy for Pandemic Influenza Implementation Plan One Year Summary* for the March, 2006 publication "Florida State Courts Strategy for Pandemic Influenza." July, 2007.

Certificate of Appreciation, Awarded by Joseph P. Farina, Chief Judge, Eleventh Judicial Circuit, November 14, 2005.

Chief Justice's Commendation, Awarded by Barbara J. Pariente, Chief Justice, Florida Supreme Court, June 3, 2005.

Employee Recognition Award, Awarded by Lisa Goodner, State Courts Administrator, Office of the State Courts Administrator, October, 2004.

Chief Justice's Commendation, Awarded by Harry Lee Anstead, Chief Justice, Florida Supreme Court, August 12, 2002.

Professional Development

Currently Scheduled – Contemporary Issues in Public Management, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, July, 2017.

April, 2017
Curriculum Vitae

Gregory J. Cowan

Policy Perspectives, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, April, 2017.

A System Focus, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, January, 2017.

IS-120.A: An Introduction to Exercises, Emergency Management Institute, Federal Emergency Management Agency, Distance Learning, January, 2017.

Records Management Seminar, Florida Department of State, Division of Library and Information Services, Tallahassee, Florida, October 27, 2016.

Social Change and Its Impact on Public Management, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, September, 2016.

Managing Organizational Effectiveness, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, July, 2016.

Leadership MA Lite Program, Florida Sterling Council, Orlando, Florida, June 3, 2016.

Understanding Internal Control, The Government Finance Officers Association of the United States and Canada, Distance Learning, April 20, 2016.

Records Management: Basics, Disaster Preparedness, Vital Records, and Electronic Records Management, Florida State University, Distance Learning, March 30, 2016.

Management of Organizational Performance, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, April, 2013.

Management of Group Performance, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, February, 2013.

Management of Individual Performance, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, March, 2009.

Community Involvement

Youth Services Coordinator, Rotary, District 6940, July 1, 2016 to Present.

Team Member, Citizens Review Team, Community Human Service Partnership with City of Tallahassee, Leon County and the United Way of the Big Bend, December, 2015. (Deliberations were completed on December 8, 2015.)

April, 2017
Curriculum Vitae

Gregory J. Cowan

Youth Services Director, Rotary Club of Tallahassee, Club Number 4255, July 1, 2015 to Present.

Rescue Animals Subcommittee Chair, Community Services, Rotary Club of Tallahassee, Club Number 4255, July 1, 2015 to Present.

Team Member, Citizens Review Team, Community Human Service Partnership with City of Tallahassee, Leon County and the United Way of the Big Bend, March, 2015 to May, 2015. (Deliberations were completed on May 7, 2015.)

Team Member, Citizens Review Team, Community Human Service Partnership with City of Tallahassee, Leon County and the United Way of the Big Bend, March, 2014 to May, 2014. (Deliberations were completed on May 6, 2014.)

Member, Leon County Human Services Grants Review Committee, December, 2013 to December, 2015.

Mentor, Leon County School System, October, 2013 to December, 2013.


Volunteer, City of Tallahassee-Animal Services Center, March, 2013 to Present.

Member, Capital Tiger Bay Club, January, 2013 to June, 2015.

Member and Paul Harris Fellow, Rotary Club of Tallahassee, Club Number 4255, December, 2012 to Present.

Member, Economic Club of Florida, November, 2012 to June 2015.

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT VALUE ADJUSTMENT BOARD

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>		
Name: Annie Rosier		Date: 4/11/2017 10:02:52PM
Home Phone: (850) 877-6318	Work Phone: (-)X	Email: Beatrice7078@comcast.net
Occupation: RETIRED	Employer: N/A	
Preferred mailing location: Home Address		
Work Address: N/A		
City/State/Zip: TALLAHASSEE, FL N/A		
Home Address 1607 ALSHIRE COURT, NORTH		
City/State/Zip: TALLAHASSEE, FL 32317-7424		
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?		66 years
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
<u>If you are appointed to a Committee, you are expected to attend regular meetings.</u>		
How many days permonth would you be willing to commit for Committee work?		4 or more
And for how many months would you be willing to commit that amount of time?		6 or more
What time of day would be best for you to attend Committee meetings?		Day
<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>		
Race: African American	Sex: Female	Age: 66.00
Disabled? No	District: District 5	
<p>In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.</p>		

References (you must provide at least one personal reference who is not a family member):

Name: MILDRED B. DORSEY Telephone: 850.562.1243
Address: P.O. BOX 181004, TALLAHASSEE, FL 32318

Name: TIM S. JONES Telephone: 850.245.9397
Address: 325 WEST GAINES STREE, TALLAHASSEE, FL 32399

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: Annie W. Rosier 04/11/2017

This application was electronically sent: 4/11/2017 10:02:52PM

**THE BOARD OF COUNTY COMMISSIONERS, LEON COUNTY, FLORIDA
CITIZEN MEMBER QUALIFICATIONS DECLARATION
TO THE VALUE ADJUSTMENT BOARD**

The citizen member appointed by the Board of County Commissioners must be the following:

1. One who owns homestead property in the County appointed by the county's governing body.
2. Citizen members must not be:
 - a. A member or employee of any taxing authority in this state;
 - b. A person who represents property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes.
3. Citizen members shall be appointed in a manner to avoid conflicts of interest or the appearance of conflicts of interest.
 - (a) Each elected member of the Value Adjustment Board (Board) shall serve on the Board until he or she is replaced by a successor elected by his or her respective governing body or School Board or is no longer a member of the governing body or School Board of the County.
 - (b) When an elected member of the Value Adjustment Board ceases being a member of the governing body or School Board whom he or she represents, that governing body or School Board must elect a replacement.
 - (c) When the citizen member of the Value Adjustment Board appointed by the governing body of the County is no longer an owner of homestead property within the County, the governing body must appoint a replacement.
 - (d) When the citizen member appointed by the School Board is no longer an owner of a business occupying commercial space located within the school district, the School Board must appoint a replacement.

As a prospective BOCC appointed citizen member to the Value Adjustment Board, the undersigned confirms compliance of the Department of Revenue requirements listed above.

ATTESTED:

Annie W. Rosier

Applicant Signed Electronically

04/12/2017

Date

RESUME

Annie W. Rosier
Senior Finance Manager
Retired for the 2nd Time on 06/30/2016

1607 Alshire Court, North
Tallahassee, Florida 32317
Home Phone: (850) 877-6318

Objective: To continue use my experience that I have gained in budget, finance and research in volunteer work.

EDUCATION

- 06/80 - 12/81 Florida State University, Tallahassee, Florida
Obtained a Certificate in Public Administration in December of 1981. This Certification Program consists of 15 semester hours of graduate courses in Public Administration, which covers policy-making, budgeting, public organization, legal aspects of public administration, etc.
- 01/74 - 08/79 Florida State University, Tallahassee, Florida
B.S. Degree in Business Management
- 09/68 - 10/69 Lively Vo-Tech Center, Tallahassee, Florida
Secretarial Courses: Shorthand, Typing, Bookkeeping, Office Machines, Office Practices, etc.
- 09/67 - 06/68 Florida A&M University, Tallahassee, Florida
Basic Studies

EMPLOYMENT RECORDS

- 01/12 - 06/16 Senior Finance Manager - K-12 Budget Analyst - Florida Department of Education (DOE), Tallahassee, Florida
- Prepares a specified budget entity and issues in the Legislative Budget Request (LBR) which includes Schedule Is.
 - Maintains rate ledger and reconciliation report for the Accountability, Research and Measurement Division within the State Board of Education (SBE).
 - Reviews and approves travel, Myflorida Market Place purchase requisitions, personnel action requests (PAR).
 - Prepares trust fund analyses for the Educational Enhancement, School State and Teacher Certification Trust Funds.
 - Prepares spreadsheets for management and to support policy recommendations.
 - Performed other related duties as assigned.
- 11/10 - 12/11 Program Specialist IV - Race to the Top (RTTT) Fiscal Manager - Florida Department of Education (DOE), Tallahassee, Florida

- Tracked RTTT related expenditures and provided reports in a consistent manner to management and program staff, as requested.
- Worked with DOE Information Technology, Comptroller's and Budget Office on RTTT issues.
- Prepared and completed management and Federal reports and presentations, including the review and analysis of source documents which entails interpreting various financial reports to provide current and reliable information to management, stakeholders and other entities.
- Reviewed grant expenditure reports for accuracy and compliance with approved budget and project applications.
- Performed other related duties as assigned.

01/05 - 01-09

Director, University Budgets

Florida Department of Education - K-20 Budgets - University Budgets Section and Board of Governors, Tallahassee, Florida

- Responsible for the preparation of the State University System (SUS) legislative budget request (LBR), including data input into the Legislative Appropriations System/ Planning and Budgeting Subsystem (LAS/PBS).
- Completed the fiscal impact of bill analyses related to the SUS and assisted in monitoring the annual legislative budget process.
- Directly supervised Assistant Director of Budgets and two Budget Coordinators.
- Assisted in the development and maintenance of the Division of Colleges/Board of Governor Budget.
- Assisted in developing various methodologies to distribute funds to the state universities.
- Assisted in updating funding and fee formulas
- Handled sensitive and confidential matters.
- Completed ad hoc assignment as required.

Note: My position was transferred to the Board of Governors on July 1, 2005 when the Board of Governors was created. I retired on January 31, 2009.

12/02 - 12/2004

Assistant Director, University Budgets

Florida Department of Education - K-20 Budgets - University Budgets Section, Tallahassee, Florida

- Assisted in the preparation of the LBR for state universities.
- Coordinated and helped with the preparation of the allocation summary document.
- Prepared budget amendments to be submitted to the Executive Office of the Governor.
- Assisted in the monitoring of the annual legislative session and completed bill analyses related to the SUS.

- Developed and maintained the DCU budget.
- Supervised two Budget Coordinators.
- Handled confidential and sensitive information.
- Completed ad hoc assignments as required

10/96 - 11/2002

Senior Governmental Analyst for Higher Education

Office of Policy and Budget, Executive Office of the Governor, Tallahassee, Florida

- Prepared higher education budget recommendations to senior management staff and the Governor which were included in the Executive Budget.
- Attended legislative committee meetings and completed notes plus completed budget and bill analyses.
- Worked with the agency and legislative staff regarding higher education policy, including distribution of funds to the universities.
- Kept abreast of issues relating to higher education such as teacher preparation, flexible tuition and access.
- Did research and prepared position/policy papers.
- Prepared budget amendments and supporting documentations.
- Composed correspondence and e-mail responses.
- Inputted data into LAS/PBS to prepare the Executive Budget.

03/96 - 10/96

Specialist, Budgets and Finance

State University System/Board of Regents, Office of Budgets, Tallahassee, Florida

- Same duties and responsibilities as Coordinator of Budgets. My position was reclassified to reflect the high level of responsibilities and my outstanding performing of them.

10/83 - 03/96

Coordinator of Budgets

State University System/Board of Regents, Office of Budgets, Tallahassee, Florida

- Prepared the financial portion of the Fixed Capital Outlay (FCO) Budget Request.
- Recommended policy and statutes changes.
- Prepared and recommended allocation proposals for Fixed Capital Outlay lump sum appropriations.
- Maintained entitlement analysis for Building and Capital Improvement Fees.
- Prepared budget amendments to request budgets for FCO projects.
- Prepared JT-3's to give the universities release budget for FCO appropriations.
- Prepared financial analyses for bond sale and analyzed and prepared Five-Year Capital Improvement Plan.

- Gathered, compiled and prepared information for Standard & Poor's and Moody's Rating Agencies when selling bonds.
- Composed correspondence and prepared short position papers on specific topics.
- Coordinated FCO Certifications Forward, projected Building and Capital Improvement Fees, which are part of the student registration fees.
- Completed ad hoc assignments as required.

10/81 - 9/83

Statistician I

State University System/Board of Regents, Office of Budgets, Tallahassee, Florida

- Analyzed Capital Budget to see how much money each university received and analyzed different reports relating to capital budget.
- Reviewed building programs, equipment lists and university plans for the expenditure of appropriated funds for capital projects.
- Assisted in preparing the legislative budget requests and prepared allocation proposals.
- Projected fees and monitored the different fund sources such as Capital Improvement Fees, Public Education Capital Outlay (PECO) and General Revenue.
- Completed ad hoc assignments as required.

3/80 - 10/81

Statistician I

State University System/Board of Regents, Planning and Budgeting, Tallahassee, Florida

There was an entire reorganization of the State University System/Board of Regents Office and I was transferred from the Educational and General Section to the Capital Budget Section. Also, the office was renamed Office of Budgets.

- Analyzed budgets and used different types of formulae to allocate funds to the universities.
- Compiled summary charts of the budget request and reviewed university budgets for accuracy and relevancy.
- Maintained History of Appropriations and prepared different type of appropriation charts and tables for external agencies.
- Completed related ad hoc assignments as required.

**ADDITIONAL
INFORMATION:**

Proficient in the following Personal Computer softwares: LOTUS 123, Microsoft Excel, Word, Power Point and Word Perfect. In addition, I am proficient in inputting data and running reports into the LAS/PBS, CARDS, and FLAIR Systems.

REFERENCES:

Provided upon request

**Leon County
Board of County Commissioners**

Notes for Agenda Item #21

Leon County Board of County Commissioners

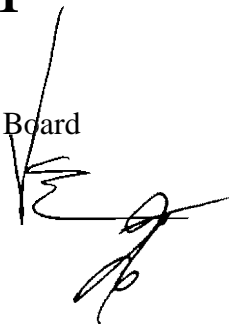
Agenda Item #21

May 9, 2017

To: Honorable Chairman and Members of the Board

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

Title: First of Two Public Hearings on a Development Agreement between Leon County and Edward M. Mitchell, Jr.



Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Patrick T. Kinni, Deputy County Attorney Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	David McDevitt, Director, Development Support & Environmental Management Tony Park, P.E., Director, Department of Public Works Theresa B. Heiker, P.E., Stormwater Management Coordinator Dan Rigo, Assistant County Attorney

Statement of Issue:

This agenda item seeks to conduct the first of two public hearings on a proposed Development Agreement to acquire property in furtherance of the Fords Arm South Water Quality Improvement Project goals and delineate certain development rights for the property owner.

Fiscal Impact:

This item has a fiscal impact to the County. Should the Board approve the Development Agreement, the funds for the costs of property acquisition in the amount of \$497,500.00 are available in the approved budget for the Project.

Staff Recommendation:

Option #1: Conduct the first of two public hearings on a proposed Development Agreement with the property owner (Edward M. Mitchell, Jr.) and schedule the second public hearing for consideration of such Development Agreement for June 20, 2017 at 6:00 p.m.

Report and Discussion

Background:

On April 4, 2017 the Board accepted staff's status report on the Fords Arm South Water Quality Improvement Project ("Project") (see Attachment #1, Description of Fords Arm South Water Quality Improvement Project) and authorized staff to schedule public hearings for consideration of a Development Agreement to acquire property necessary to complete the County's capital project. To address long standing flooding and water quality issues in the southeast area of Lake Jackson, the County has an approved and currently budgeted capital project designed to improve stormwater conveyances and water quality prior to discharge into Lake Jackson. Staff has identified property interests to be acquired through a Development Agreement with the property owner, Edward M. Mitchell, Jr. necessary to proceed with the Project.

Analysis:

The acquisition of the property interest and associated Development Agreement are necessary to proceed with the Project. In summary, the Project addresses both water quality and historic flooding in the southeast area of Lake Jackson. Specifically, the Project will:

- Construct a cross drain under Meridian Road critical to address dangerous flooding of Meridian Road. The Project will allow runoff to pass under Meridian Road instead of over the roadway as it currently occurs. The Lexington Branch, which flows under Meridian Road near the Goodwill store, will be directed to a sediment sump to allow any sediments to settle where maintenance staff can remove them on a regular basis. This will further reduce the amount of nutrient-rich sediment reaching Lake Jackson.
- Reduce historic flooding of John Hancock and Timberlane Roads.
- By reducing the flooding of the roads, stormwater runoff will be kept in the channels and reduce the amount of sediment moving downstream to Lake Jackson. This sediment causes the lake to be shallower and more susceptible to heating. The warm water and nutrients from the sediment encourage algae blooms which further degrade the lake.

In summary, the benefits of the proposed Development Agreement are:

- Limits overall impervious surface area to no more than 68%, a 17% reduction from the entitlements established by court order, thus assisting in limiting additional stormwater runoff resulting from the new development.
- Establishes architectural, design, lighting and signage standards to ensure a consistent development pattern and to assist in mitigating potential offsite impacts to neighboring residential properties.
- Establishes a specific review process for final development plans to provide certainty in the development review process for the site while also providing the opportunity for public notification and input.

- Provides the opportunity to establish a transit stop and shelter, should StarMetro determine the need and the funding is available.
- Provides a commitment to utilize Low Impact Design standards to the greatest extent possible, which will further assist in the treatment of stormwater from the site.
- Limits disturbance within the Canopy Road Protection Zone (CRPZ) to only those improvements necessary for access and turn lane improvements and places a conservation easement over the CRPZ area to ensure continued protection.
- Provide for additional plantings in the adjacent CRPZ, which will enhance the canopy road view-shed.
- Includes a 1.36 acre conservation easement on an adjacent residential property that will provide protection for the naturally vegetated floodplain.
- Provides development criteria which will allow conveyance of floodwater from the northern drainage basin that will improve flooding conditions on the property north of the Project.
- Clarifies the vested development entitlements and obligations established by the court order in 1992 ensuring consistency with the applicable development standards.

County staff has worked with representatives of the owner of Parcels 100 and 101, located adjacent to Meridian Road, and Parcel 102, located adjacent to Cloverdale Drive, toward drafting a Development Agreement. The proposed Development Agreement (Attachment #2) will clarify the status of the development rights assigned to the property, consistent with the Comprehensive Plan vested rights determination set forth by the Circuit Court Order dated March 16, 1992, and affirmed on appeal before the First District Court of Appeals, on December 31, 1992. The Court's order vested Parcel 100 from the future land use and concurrency provisions of the Comprehensive Plan, and also provided the owner with the ability to develop up to 69,000 square feet of commercial uses on that property. The proposed Development Agreement will clarify the applicable development standards and the review process applicable to all of the property pursuant to the provisions of the Land Development Code, and thereby, would extinguish a longstanding debate between the property owner and the County regarding these matters.

Pursuant to Sections 163.3220 through 163.3243, Florida Statutes, the "Florida Local Government Development Agreement Act", and Sections 10-2.501 through 2.504, Leon County Land Development Code, development agreements with property owners and developers are required to include the following:

1. **a legal description of the land subject to the agreement:** Parcels 100 and 101, are located adjacent to Meridian Road, and Parcel 102, is located adjacent to Cloverdale Drive, as further described in Attachment #2, Exhibit A.

2. **the duration of the agreement:** Twenty (20) years.

3. **the uses permitted on the land:**

Parcel 100 Approved Land Uses: Parcel 100 is vested from the Comprehensive Plan and is authorized for the development of 69,000 square feet of commercial uses, see Attachment #2, Exhibit F.;

Parcel 101 Approved Land Uses: Parcel 101 (outside of the Drainage Easement Area) is authorized for development in conjunction with Parcel 100 as part of an overall plan of development for Parcels 100 and 101, and the authorized land uses for Parcel 101 include the following: landscaping, asphalt and concrete paving, underground and overhead utilities, stormwater facilities, fencing, signage, lighting, driveway connections, and grading;

Parcel 102 Approved Land Uses: Parcel 102 is authorized for the development of a single-family residential unit and accessory uses and structures that support the residential unit;

Impervious Area. Development and construction of impervious areas on Parcel 100 is limited to 71% and Parcel 101 is limited to 24% associated with the Approved Land Uses, and when combined may occur up to, but shall not exceed, 68% impervious. The property owner has agreed to this standard despite the fact that the amount of impervious area currently authorized on Parcel 100 is 85%.

4. **a description of the public facilities that will provide utility services to the development:**

Potable water from City of Tallahassee, Utilities Department;

Sewer service from City of Tallahassee, Utilities Department;

Fire protection from City of Tallahassee, Fire Department;

Electric service from City of Tallahassee, Utilities Department;

Emergency Medical Services from Leon County Emergency Medical Services.

5. **consistency with the local government's comprehensive plan and land development regulations:**

a. The property subject to the Development Agreement lies within the Lake Protection Future Land Use Category of the Comprehensive Plan with a

vested zoning designation C-1, Neighborhood Commercial District, applicable to Parcel 100.

- b. The development of Parcel 100 is vested from the consistency and concurrency requirements of the Comprehensive Plan (see Attachment #2, Exhibit G, Vesting Certificate), and as such, is consistent with the Comprehensive Plan and the development proposed in the Development Agreement is consistent with the County's 1989 Land Development Regulations. Since the land uses on Parcel 100 are vested from concurrency, the property is not required to conduct any transportation concurrency or operational analysis, nor subject to any transportation mitigation or fees, except for any turn lane improvements.
- c. The development of Parcels 101 and 102 are consistent with the Comprehensive Plan and the County's 2017 Land Development Regulations.

The proposed Development Agreement will also include provisions to address:

1. **Canopy Road Protection Zone:** mitigation of anticipated impacts to the portion of the property falling within the Canopy Road Protection Zone, include the assignment of costs to the property owner for turn lane improvements on Meridian Road anticipated to be required as a result of the development of the property and a planting plan associated therewith, see Attachment 2, Exhibit M. Staff recommends providing a status report item to the joint City/County Canopy Roads Citizens Committee at their next meeting, presently scheduled for May 17, 2017.
2. **off-site mitigation of onsite natural area and open space requirements:** incorporation of the adjacent Parcel 102 to the north of Parcel 100 into the overall development plan of the property, and minimum natural area and landscape requirements shall be provided for the development of Parcel 100 pursuant to the 1989 Environmental Management Act ("EMA"). Minimum natural area and landscape requirements shall be provided for development of Parcel 101 (outside of the Drainage Easement Area) pursuant to the 2017 EMA. These minimum natural area and landscape requirements may be satisfied by the property owner using the land on Parcel 102 that will be the subject of the Parcel 102 Conservation and Drainage Easement (Attachment #2, Exhibit J) and the Canopy Road Protection Area Impacts and Planting Plan (Attachment #2, Exhibit M), located on Parcels 100 and 101. As required by the 1989 and 2017 EMAs, respectively, 5% of the developed areas of Parcel 100 shall be landscaped. These 5% landscaping requirements for Parcel 101 may be satisfied by the property owner on Parcel 100.

3. **current onsite buildings and associated uses:** The building presently located on Parcel 101, an abandoned convenience store will be removed in its entirety, as will the associated parking lot. No buildings will be placed on Parcel 101, however a perpetual, exclusive drainage easement is being acquired by the County in furtherance of the Project. The building presently located on Parcel 100 leased to Goodwill, will remain.
4. **architectural design and site planning standards for the development:** Architectural design, lighting and signage standards are set forth in Attachment #2, Exhibit L, and shall be incorporated into the final development plans for Parcels 100 and 101. The property owner's development applications for Parcels 100 and 101 shall comply with such Architectural Design, Lighting and Signage Standards prior to approval.
5. **applicable stormwater and floodplain management standards:** The proposed developable areas on Parcels 100 and 101 are not in their natural state or condition and therefore the Lake Jackson Special Development Zone B requirements in the 1989 and 2017 EMAs, respectively, do not apply. However, stormwater for Parcel 100 shall be provided pursuant to the 1989 EMA stormwater requirements. The property owner shall satisfy the 1989 EMA stormwater requirements for treatment and rate control. As an alternative, the property owner may provide an additional 50% stormwater treatment volume than is mandated by the EMA stormwater requirements, with no rate control, if it is satisfactorily demonstrated to the County, during the permitting process, that there will be no adverse flooding impacts to downstream property. Parcel 101 stormwater shall be met pursuant to the 2017 EMA.
6. Development Review Process: The development of Parcels 100 and 101 is authorized subject to the property owner obtaining approval from the County for the following development permits:
 - i. Permitted Use Verification ("PUV");
 - ii. Natural Feature Inventory ("NFI");
 - iii. Site Plan under Type B Review ("Site Plan");
 - iv. Environmental Management Permit, Standard Form ("EMP"); and
 - v. Building Permits.

The proposed Development Agreement effectuates the purchase of a perpetual, exclusive drainage easement on Parcel 101, and temporary construction easements on Parcels 100 and 101, as part of the County mitigation Project. The costs associated with this acquisition equal

\$497,500. As set forth above, funds for the costs associated with the acquisition of the property interests are available in the approved budget for the Project.

The acquisitions from Parcels 100 and 101 have been negotiated under the threat of eminent domain pursuant to Section 73.015, Florida Statutes. As such, the County is obligated to pay full compensation to the property owner in an amount that includes several components. The property owner is entitled to compensation for the value of the easements acquired and for any reduction in value for the owner's remaining property not acquired. The full compensation must also address any adverse impact the acquisition may have on the business operation of the property owner's tenant, Goodwill Industries-Big Bend, Inc. The County is also statutorily obligated to pay the reasonable costs of the property owner's attorney's fees, expert fees, and costs incurred in the matter.

Based on our experience in past County projects, this has proven to be one of the most complex of any previous eminent domain acquisitions. It involves two abutting parcels, one which is vested from the Comprehensive Plan and the other which contains an abandoned commercial use, and has a decades-long history of unresolved issues with regard to its development potential. These complexities have resulted in a significant amount of time and expense incurred up to this point and, if not resolved with the approval of the Development Agreement, will likely result in substantial litigation costs to the County in excess of the settlement amount, regardless of the outcome.

Before entering into a development agreement the County is required to conduct at least two public hearings and is required to provide both published and mailed notice in advance of the Board's consideration of such development agreement at a public hearing. Such notice shall specify the location of the property subject to the agreement, proposed uses, proposed population densities and proposed building intensities, etc., a copy of the published notice is attached hereto (Attachment #3).

Options:

1. Conduct the first of two public hearings on a proposed Development Agreement with the property owner (Edward M. Mitchell, Jr.) and schedule the second public hearing for consideration of such Development Agreement for June 20, 2017 at 6:00 p.m. Authorize staff to provide a status report item to the joint City/County Canopy Roads Citizens Committee at their next meeting scheduled for May 17, 2017.
2. Conduct the first of two public hearings on a proposed Development Agreement with the property owner (Edward M. Mitchell, Jr.) and do not schedule the second public hearing for consideration of such Development Agreement for June 20, 2017 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1.

Title: First of Two Public Hearings on a Development Agreement between Leon County and Edward M. Mitchell, Jr.

May 9, 2017

Page 8

Attachments:

1. Description of Fords Arm South Water Quality Improvement Project
2. Proposed Development Agreement
3. Published Notice

Description of Fords Arm South Water Quality Improvement Project

The Fords Arm South Water Quality Improvement Project (“Project”) consists of three distinct projects which are designed to improve the stormwater quality discharging to Lake Jackson, and to address flooding experienced in the Linene Woods neighborhood, the Lakeshore Estates neighborhood, as well as to Meridian Road. The Fords Arm of Lake Jackson is located in the southeast quadrant of the lake, receiving stormwater from south and east of the lake. The Project is broken into three target areas shown on the map (See page 2): the Linene Woods Tributary Improvements, the Western Channels Project and the Meridian Crossdrain Project.

Linene Woods Tributary Improvements:

- Regrading the main ditches that run from Lakeshore Drive north to Hunter’s Crossing and from Hunter’s Crossing to the wetland north of John Hancock Drive;
- Replacing the existing crossdrain under John Hancock Drive to increase the stormwater capacity;
- Regrading two lots purchased for flood mitigation, one on Lakeshore Drive and the other on John Hancock Drive, to better transition the stormwater into the crossdrains under the respective roadways;
- All regraded ditches will be stabilized to prevent future sediment scour into the wetland and Lake Jackson; and
- Conveyance improvements within the Linene Woods Subdivision to reduce nuisance flooding.

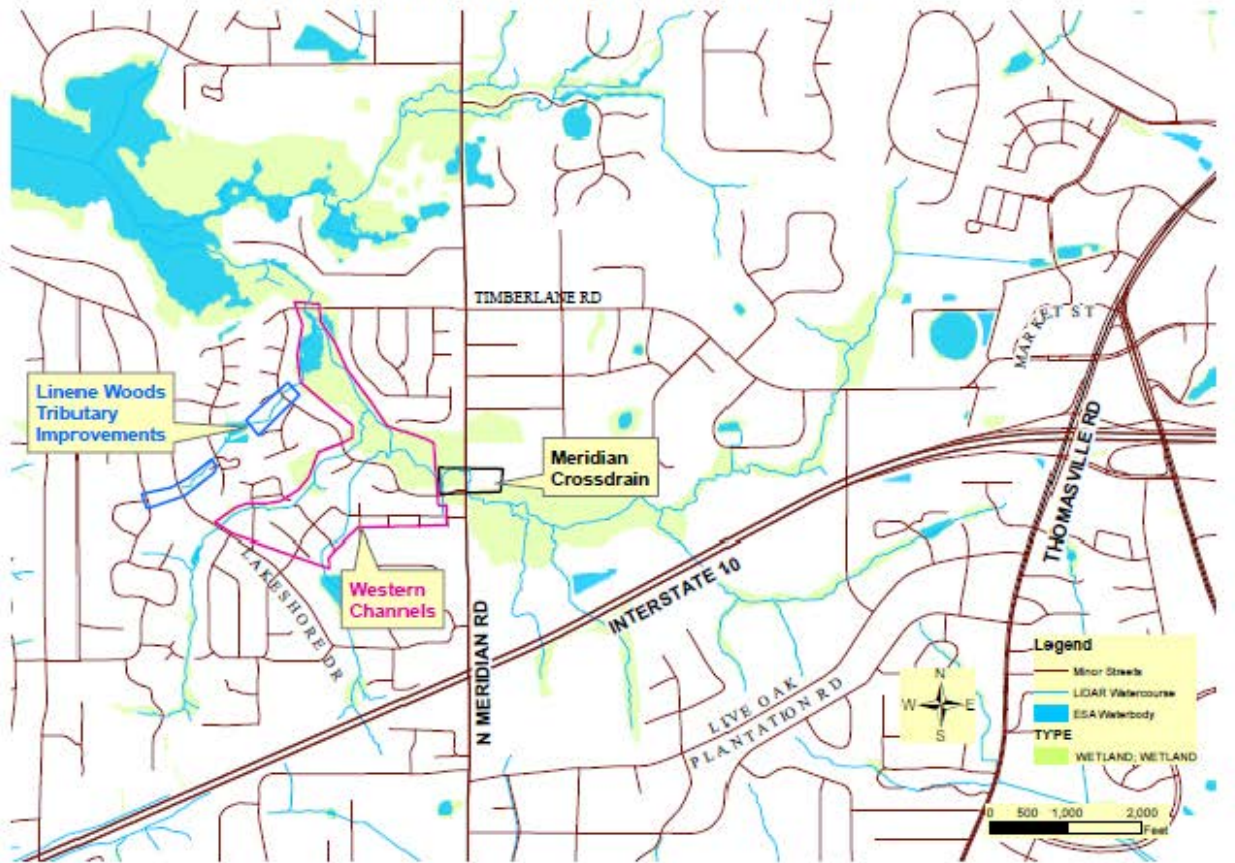
Western Channels Project:

- Regrading the main ditches that run through the Lakeshore Estates neighborhood to the wetland north of John Hancock Drive;
- All regraded ditches will be stabilized to prevent future sediment scour into the wetland and Lake Jackson; and
- Replacing the crossdrain under Timberlane Road so that peak flows pass under rather than over the road, ensuring access for residents.

Meridian Road Crossdrain Project:

- Addressing the flooding of Meridian Road by the Lexington Branch. Stormwater from over 1,800 acres beginning in the vicinity of Thomasville Road and Interstate 10 overwhelms the existing single pipe under Meridian Road. The pipe will be increased to three box culverts providing ten times the flow capacity;
- Property upstream of Meridian Road will be purchased to turn the stormwater flow west under Meridian Road at John Hancock Drive;
- A meandering swale will treat the stormwater after it passes under Meridian Road; and
- A large creek will join Lexington Branch in a sediment sump to further improve water quality before it reaches the wetland and Lake Jackson.

Fords Arm South Water Quality Improvement Project



DEVELOPMENT AGREEMENT
(3401 North Meridian Road Property)

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 301 S. Monroe Street, Tallahassee, FL 32301 (“**County**”), and EDWARD M. MITCHELL, JR., a/k/a Eddie Mitchell, whose address is 1330 Capital Circle NE, Tallahassee, FL 32308 (“**Developer**”). The County and the Developer shall be collectively referred to herein as the “**Parties.**”

RECITALS

WHEREAS, the Developer is the fee simple owner of 8.7 acres which is specifically described in the attached **Exhibit “A”** (“**Property**”); and

WHEREAS, the Property consists of three (3) parcels, which are referred to herein as “**Parcel 100,**” “**Parcel 101**” and “**Parcel 102**” and which are each specifically described in the attached **Exhibits “B,” “C” and “D,”** respectively; and

WHEREAS, this Agreement is adopted pursuant to Chapter 163, Florida Statutes, and Chapter 10, Article II, Division 5 of the Leon County Code of Laws, and under the authority and powers of Leon County as a charter county and political subdivision of the State of Florida; and

WHEREAS, stormwater runoff from the Fords Arm South Water Shed drains in a westerly direction through Lexington Tributary and across Meridian Road to Fords Arm, which forms the southeastern lobe of Lake Jackson; and

WHEREAS, Lake Jackson is a designated Outstanding Florida Water, State Aquatic Preserve and Surface Water Improvement and Management priority water body; and

WHEREAS, under existing conditions, Meridian Road is overtopped with water during many storm events, which creates a hazardous condition during two (2) year frequency stormwater events; and

WHEREAS, culvert velocities are extremely high for all frequencies at rates which strip vegetation and promote scouring beyond the existing culvert discharge under Meridian Road; and

WHEREAS, in order to reduce the frequency of flooding and erosion therefrom, and improve water quality of stormwater discharging into Lake Jackson, a mitigation project has been approved by the County (the “**County Mitigation Project**”), which is part of the Fords Arm South Water Quality Improvement Project (the “**Water Quality Improvement Project**”), and which includes the following improvements:

- (1) Removal of existing stormwater structures, buildings (including an existing 2,400 square-foot building), the paved parking area, fill, other associated improvements within Parcel 101, and grading to redirect stormwater runoff to triple culverts described in sub-paragraph (3) below;

- (2) Addition of a new culvert offsite under Meridian Road to be located north of Parcel 100;
- (3) Supplementing the existing 3' x 5.5' pipe arch with triple culverts to be located under Meridian Road adjacent to Parcel 101;
- (4) Constructing an offsite (not on the Property) swale downstream from the new triple culverts referenced in subparagraph (3) above to improve water quality before stormwater runoff reaches Lake Jackson;
- (5) Constructing an offsite (not on the Property) permanent pool pond to intercept sediment from the swale;
- (6) Stabilization with vegetation (i.e., Hydro-seeding and/or sod), following construction of the County Mitigation Project, within the Parcels 100 and 101 Temporary Construction Easement Areas (defined below);
- (7) Installing a protective guardrail along the Meridian Road boundary of the Parcel 101 Drainage Easement Area (defined below);
- (8) Construction of a drainage ditch within the Parcel 102 Drainage Easement Area (defined below); and

WHEREAS, the County Mitigation Project will provide relief from flooding, environmental benefits (including improving the water quality of discharged water before it reaches Lake Jackson), groundwater recharge, and habitat preservation; and

WHEREAS, the County needs the following “**Easements**” to implement the County Mitigation Project:

- (1) the Parcel 101 Drainage Easement (defined below) which will provide a perpetual, exclusive drainage easement over the Parcel 101 Drainage Easement Area (defined below);
- (2) the Parcels 100 and 101 Temporary Construction Easements (defined below) which provide temporary non-exclusive construction easements over the Parcels 100 and 101 Temporary Construction Easement Areas (defined below) to provide the County access to construct the Goodwill Improvements (defined below) and the County Mitigation Project;
- (3) the Parcel 102 Conservation and Drainage Easement (defined below) which provides, in part, a perpetual, non-exclusive drainage easement over the Parcel 102 Drainage Easement Area (defined below); and

WHEREAS, the Developer desires to develop the Property as provided herein; and

WHEREAS, the Parties through this Agreement desire to provide the County with the Easements to facilitate the construction, operation, and maintenance of the County Mitigation Project, and confirm the development rights and obligations for the development of the Property.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which being acknowledged hereby, the Parties do enter into this Agreement and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference as if specifically set out below.
2. **Purpose.** The purpose of this Agreement is to:
 - a. Confirm the development rights and obligations for the Property;
 - b. Establish a development approval process for the Property that will facilitate the development of the Property;
 - c. Confirm that the development rights and obligations for developing: (i) Parcel 100 are vested and therefore consistent with the Tallahassee-Leon County Comprehensive Plan (“**Comprehensive Plan**”) and that the land use proposed by this Agreement is consistent with the 1989 Land Development Regulations of the County (“**1989 LDRs**”), and (ii) that the land use proposed by this Agreement on Parcels 101 and 102 is consistent with the Comprehensive Plan and the current Land Development Regulations (“**2017 LDRs**”) of the County; and
 - d. Dedicate the Easements over the Property as more specifically provided herein, which will allow the County to construct, operate, and maintain the County Mitigation Project.
3. **Applicability.** This Agreement shall apply to all development activities undertaken by the Developer and its grantees, assigns, and lessees on the Property.
4. **Authority for Development Agreement.** This Agreement is being entered into pursuant to authority provided in Sections 163.3220-163.3243, Florida Statutes, otherwise known as the Florida Local Government Development Agreement Act (the “**Act**”) and Chapter 10, Article II, Division 5 of the Leon County Code of Laws, and under the authority and powers of Leon County as a charter county and political subdivision of the State of Florida. Accordingly, in addition to the vested rights detailed in Paragraph 7 below, as provided by the Act, any County laws and policies governing the development of the Property, including the land development regulations and policies and concurrency and mobility related fees, that are adopted after the Effective Date of this Agreement, except as provided for by Section 163.3233(2), Florida Statutes, or as otherwise agreed to by the Parties, shall not apply to the development of the Property.
5. **Terms and Duration.** The term and duration of this Agreement shall be for a period of twenty (20) years from the date on which the County records the Agreement in the public records for Leon County following the execution of the Agreement by the Parties (the “**Effective Date**”). The term of this Agreement may be extended by mutual consent of the Parties, or their respective successors and/or assigns, subject to public hearings being held in accordance with the Act.
6. **Approved Land Uses/Development.** Parcels 100, 101 and 102 may be developed with the following land uses, densities, and intensities (collectively, “**Approved Land Uses**”) within

the Development Plan dated April 21, 2017 attached hereto as **Exhibit “E” (“Development Plan”)**:

- a. Parcel 100 Approved Land Uses: Parcel 100 is vested and authorized for the development of 69,000 square feet of commercial uses as specifically provided in **Exhibit “F.”**
- b. Parcel 101 Approved Land Uses: Parcel 101 (outside of the Parcel 101 Drainage Easement Area) is authorized for development in conjunction with Parcel 100 as part of an overall plan of development for Parcels 100 and 101, and the authorized land uses for Parcel 101 include, but are not limited to the following: landscaping, asphalt and concrete paving, underground and overhead utilities, stormwater facilities, fencing, signage, lighting, driveway connections, and grading.
- c. Parcel 102 Approved Land Uses: Parcel 102 is authorized for the development of a single-family residential unit and accessory uses and structures that support the residential unit.

7. **Comprehensive Plan Vesting and Consistency.**

- a. The Property is within the Lake Protection Future Land Use Category of the Comprehensive Plan; however, Parcel 100 is vested as provided below in paragraph 7.b. and therefore not subject to the Lake Protection Future Land Use Category.
- b. The development of the Approved Land Uses on Parcel 100 is vested from the consistency and concurrency requirements of the Comprehensive Plan (see **Exhibit “G,”** Parcel 100 Vesting Certificate), and as such, is consistent with the Comprehensive Plan and the development proposed by this Agreement is consistent with the 1989 LDRs. Since the Approved Land Uses on Parcel 100 are vested from concurrency, the Developer shall not be required to conduct any transportation concurrency or operational analysis, and development of the Approved Land Uses shall not be subject to any transportation mitigation or fees, except for the Turn Lane Improvements (defined below).
- c. The development of the Approved Land Uses on Parcels 101 and 102 are consistent with the Comprehensive Plan and the 2017 LDRs.

8. **The County Mitigation Project and the Easements.** The County shall, at its sole cost and expense, design, permit, install, construct and maintain, the County Mitigation Project. The following Easements are necessary for the County to implement the County Mitigation Project, and shall be executed by the Parties and recorded in the public records for Leon County within thirty (30) days after the Effective Date, unless otherwise agreed to in writing by the Parties:

- a. **Parcel 101 Drainage Easement:** The “**Parcel 101 Drainage Easement**” is attached hereto as **Exhibit “H”** and provides the County with the following: (i) perpetual, exclusive drainage easement over that portion of Parcel 101 described therein (“**Parcel 101 Drainage Easement Area**”) for the construction, operation and maintenance of the County Mitigation Project; and (ii) non-exclusive

temporary construction easements (“**Parcels 100 and 101 Temporary Construction Easements**”) over those portions of Parcels 100 and 101 described therein (“**Parcels 100 and 101 Temporary Construction Easement Areas**”) to provide the County access to construct the Goodwill Improvements (defined below) and the County Mitigation Project. The Developer and Goodwill Industries-Big Bend, Inc. (“**Goodwill**”), a tenant on a portion of Parcel 100 and a portion of Parcel 101, have entered into the Amended and Restated Lease Agreement dated April 27, 2017 (“**Amended and Restated Lease**”) to confirm Goodwill’s agreement to the following conditions and actions that will be taken by the County during the construction of the County’s Mitigation Project: (i) removal of the Parcel 101 Drainage Easement Area from the Amended Lease; (ii) the County’s construction on Parcel 100 of a gravel access road providing ingress and egress to Goodwill from Meridian Road, gravel parking area, a new concrete handicapped parking space, a wooden handicapped ramp and deck, a new concrete dumpster slab, a gravel pit for drainage, and relocation and reconstruction of the existing Goodwill identification sign in substantially the same form (to be coordinated with Developer in the process), as depicted on **Exhibit “I”** (“**Goodwill Improvements**”); and (iii) the relocation of the leased area to the shaded area on Exhibit “I” labeled “Goodwill Improvements.” The Amended and Restated Lease provides, and the Parties agree, that Goodwill may use the existing access, parking area, and handicapped access ramp until the County completes construction of the Goodwill Improvements. The County shall construct the Goodwill Improvements prior to commencing construction of the County Mitigation Project.

- b. Parcel 102 Conservation and Drainage Easement. The “**Parcel 102 Conservation and Drainage Easement**” is attached hereto as **Exhibit “J”** and provides the County, in part, with perpetual, non-exclusive drainage easement over that portion of Parcel 102 described therein (“**Parcel 102 Drainage Easement Area**”) for the construction, operation and maintenance of a drainage ditch which is part of the County Mitigation Project.

9. **General Development Authorizations and Requirements.**

- a. **Impervious Area.** Development and construction of impervious areas on Parcels 100 (71%) and 101 (24%) associated with the Approved Land Uses (when combined) may occur up to, but shall not exceed, 68% impervious. (See also **Exhibit “E”**). The Developer has agreed to this standard despite the fact that the amount of impervious area currently authorized on Parcel 100 is 85%.
- b. **Stormwater Standards.** Stormwater for the Approved Land Uses on Parcel 100 shall be provided pursuant to the 1989 Environmental Management Act (“**1989 EMA**”) stormwater requirements. (See also **Exhibit “E”**). The Developer shall satisfy the 1989 EMA stormwater requirements for treatment and rate control. However, as an alternative, the Developer may provide an additional 50% stormwater treatment volume than is mandated by the EMA stormwater requirements, with no rate control, if it is satisfactorily demonstrated to the County, during the permitting process described below, that there will be no

adverse flooding impacts to downstream property. Parcel 101 (outside of Parcel 101 Drainage Easement Area) stormwater shall be met pursuant to the current EMA (“**2017 EMA**”) which is part of the 2017 LDRs. (See also **Exhibit “E”**).

- c. **Natural Area Requirements.** Minimum natural area and landscape requirements shall be provided for the development of the Approved Land Uses on Parcel 100 pursuant to the 1989 EMA. (See also **Exhibit “E”**). Minimum natural area and landscape requirements shall be provided for development of the Approved Land Uses on Parcel 101 (outside of the Parcel 101 Drainage Easement Area) pursuant to the 2017 EMA. (See also **Exhibit “E”**). These minimum natural area and landscape requirements may be satisfied by the Developer using the land on Parcel 102 that will be the subject of the Parcel 102 Conservation and Drainage Easement and the Canopy Road Protection Area located on Parcels 100 and 101 (outside of the Parcel 101 Drainage Easement Area). (See also **Exhibit “E”**). As required by the 1989 and 2017 EMAs, respectively, 5% of the developed areas of Parcel 100 shall be landscaped. These 5% landscaping requirements for Parcel 101 may be satisfied by the Developer on Parcel 100.
- d. **Lake Jackson Special Development Zone B.** The proposed developable areas on Parcels 100 and 101 are not in their natural state or condition and therefore the Lake Jackson Special Development Zone B requirements in the 1989 and 2017 EMAs, respectively, do not apply. (See also **Exhibit “E”**).
- e. **Onsite Fill.** The development and construction of the Approved Land Uses on Parcels 100 and 101 may occur by placing fill on Parcels 100 and 101 as described on **Exhibit “E.”** Except as depicted in **Exhibits “E,” “K,” and “M,”** no fill is authorized in the “**FEMA Regulated Floodway**” as delineated on FEMA’s Flood Insurance Rate Map and as specifically depicted on **Exhibit “K”** attached hereto. Any fill placed in the FEMA Regulated Flood Plain shall be mitigated through excavation of an equivalent amount of compensating volumes of material. The County’s support for the Developer’s application for a Letter of Map Revision for Parcels 100 and 101 to the Federal Emergency Management Agency shall not be unreasonably withheld.
- f. **Architectural Design, Lighting and Signage Standards.** Architectural design, lighting and sign standards as set forth in **Exhibit “L,”** or as may be otherwise be agreed to by the Parties and confirmed in writing, shall be incorporated into the final development plans for Parcels 100 and 101. The Parties agree that Developer’s development applications for Parcels 100 and 101 shall comply with such Architectural Design, Lighting and Signage Standards prior to approval or approval with conditions as provided therein.
- g. **Public Transit.** The Developer shall coordinate with StarMetro to locate a transit stop and shelter should StarMetro determine a need and have appropriate funds to implement same. The costs of design, permitting, construction and installation of such a transit stop/shelter shall be borne by StarMetro with the exception of the concrete pad for the stop/shelter which shall be borne by the Developer. Future

maintenance of said stop/shelter shall be agreed upon at a later date between the Developer and Star Metro.

h. **Development Review Process.** The development of the Approved Land Uses on Parcels 100 and 101 is authorized subject to the Developer obtaining approval from the County of the following development permits (collectively, “**County Permits**”):

- i. Permitted Use Verification (“**PUV**”);
- ii. Natural Feature Inventory (“**NFI**”);
- iii. Site Plan under Type B Review (“**Site Plan**”);
- iv. Environmental Management Permit, Standard Form (“**EMP**”); and
- v. Building Permits.

The Parties agree that Developer shall provide the County access to the Parcel 101 Drainage Easement Area as a condition within the Site Plan. Failure of the Agreement to address a particular permit other than the County Permits shall not relieve the Developer of the necessity of complying with other applicable federal and state laws governing such permits.

i. **Approved Turn Lanes and Access Driveways, and Canopy Protection Zone Requirements.** The “**Turn Lane Improvements**” and two (2) full access driveways (“**Driveway Improvements**”) depicted on the Development Plan attached as **Exhibit “E”** are hereby approved. The Developer is authorized to design, permit and construct the Turn Lane Improvements and Driveway Improvements as part of the development of the Approved Land Uses on Parcels 100 and 101. The Developer shall depict on the Site Plan, consistent with the area shown on the attached Development Plan (**Exhibit “E”**) the relocated drainage swale/ditch which is necessary to provide drainage from the Turn Lane Improvements, and Developer shall be required to design, permit, construct, operate, and maintain the drainage swale/ditch as part of applicable County Permits. With the exception of the Turn Lane Improvements, the Driveway Improvements, the stormwater facilities, signage, and other similar uses, as depicted on the Development Plan (**Exhibit “E”**), and the Canopy Conservation Area Impacts and Planting Plan dated April 21, 2017 attached as **Exhibit “M,”** the Parcels 100 and 101 land located within 100 feet of the center line of Meridian Road within the Canopy Road Protection Zone shall be protected in a conservation area which will be depicted on the Site Plan (“**Canopy Conservation Area**”). The Canopy Conservation Area shall be replanted as depicted on the Canopy Conservation Area Impacts and Planting Plan (**Exhibit “M”**). The Canopy Conservation Area Impacts and Planting Plan also depicts the impacts and uses within the Canopy Road Protection Zone which are hereby authorized. Developer shall bear all of the costs of designing, surveying,

engineering, permitting, and constructing the Turn Lane Improvements as a condition to developing the Approved Land Uses on Parcels 100 and 101.

j. **Public Facilities.** The following public facilities will service the development authorized by this Agreement:

- i. Potable water from City of Tallahassee.
- ii. Sewer service from City of Tallahassee.
- iii. Fire protection from City of Tallahassee Fire Department.
- iv. Electric service from City of Tallahassee.
- v. Emergency Medical Services from Leon County Emergency Medical Services.

10. **Full Compensation.** The Parties understand and agree as follows:

- a. In order for the County to construct the County Mitigation Project, it is necessary that the County acquire the Easements;
- b. The County is acquiring the Parcel 101 Drainage Easement under the threat of condemnation pursuant to Chapters 73, 74 and 127, Florida Statutes (“**Condemnation Threat**”);
- c. The limitations on the County’s use of the Easements are described in the respective Easements which are attached to this Agreement as provided herein;
- d. In order for the Developer to develop Parcels 100 and 101 with the Approved Land Uses, it is necessary to resolve the County’s need for these Easements in order to implement the County’s Mitigation Project;
- e. The development rights granted by the County to the Developer pursuant to this Agreement, together with the sums to be paid pursuant to paragraph 10.f below, represent any and all full compensation to which the Developer is entitled by law for the County’s acquisition of the Easements and the construction of the County Mitigation Project including, but not limited to, full compensation for the interests in the land comprising the Easements for any damages to the remainder of the Property not acquired, for any damages to any business operated by the Developer on the remainder of the Property not acquired, for any expenses incurred for moving or relocation, if any, and for any attorney’s fees and costs incurred by the Developer in reaching this Agreement pursuant to Sections 73.091 and 73.092, Florida Statutes;
- f. As part of the full compensation described in paragraph 10.e above, the Developer agrees to accept from the County the sum of Four Hundred Ninety-Seven Thousand Five Hundred and 00/100 Dollars (\$497,500.00). Said amount shall be paid in cash by the County at a closing to take place no later than thirty (30) days

after the Effective Date, or as may otherwise be agreed to in writing by the Parties, and concurrent with the Developer's delivery to the County of the executed Easements.

11. **Indemnification and General Release.**

- a. Excepting the County's Mitigation Project, if this Agreement or any development order of the County issued for the proposed development is challenged in any judicial or administrative action as being invalid or unlawful for any reason, the Developer shall diligently defend such action, and hold the County, its officers, officials and employees, harmless from and against any and all costs, fees, damages and attorney's fees, which may be assessed against the County, its officers, officials and employees, as it relates to such challenge. Notwithstanding the above, in no event shall the Developer be required to hire separate legal counsel to represent the County nor pay for the County's expenses related to its own legal representation, in the event the County decides to represent itself. The Parties further agree to cooperate in good faith in the defense of any such action. The Developer shall not be responsible for the defense or defense costs of the County or any officer, official or employee thereof for any judicial or administrative challenge to any part of the County Mitigation Project. If either party is unable to perform any of its obligations under this Agreement due to delay caused by litigation or a final order of any court or administrative body or agency, the Parties agree they may not act under this Agreement to enforce the obligation(s) created by the Agreement which have not otherwise been performed nor shall either party have a cause of action against the other for failure to meet such obligation(s).
- b. The Developer, for and in consideration of the privileges and benefits to be derived from the development rights granted under this Agreement, does hereby release and forever discharge, absolve, and hold harmless the County, its officers, agents and employees from and against any and all liability, claim, or action that Developer or his successors, heirs, assigns, administrators, or executors, has or may ever have resulting directly or indirectly or remotely from the Condemnation Threat as it pertains to the County Mitigation Project ("**Developer Release**"). The Developer Release shall not be applied in any manner to limit the Developer's right to enforce the terms and conditions of this Agreement.
- c. That to the extent allowed by the Constitution and laws of the State of Florida, including Section 768.28, Florida Statutes, the County agrees and does hereby release and forever discharge, absolve, hold harmless and indemnify the Developer, its officers, agents, contractors and employees from and against any and all liability, losses, claim, or action that the County its successors, heirs, assigns, administrators, or executors, has or may ever have resulting directly or indirectly or remotely from the County Mitigation Project. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Developer for its negligence, or that of its contractors, agents or employees.

12. **Effects of Annexation.** The rights and obligations of this Agreement shall remain in full force and effect in the event that the Property, or any portion thereof, is annexed into the City of Tallahassee.

13. **No Public Access.** No rights of access to the public are granted in this Agreement and all the easements referenced herein, and members of the public shall not have access to the Property unless specifically authorized by the Developer.

14. **Recording.** Within fourteen (14) days of County approval of the Agreement the County shall record this Agreement and Exhibits in the public records of Leon County.

15. **Applicable Law/Venue.** This Agreement shall be interpreted under the laws of the state of Florida. Venue for any litigation pertaining to this Agreement shall be exclusively in Leon County, Florida.

16. **Costs and Fees.** In the event of any litigation involving the terms of this Agreement or the duties or obligations of the Parties, the prevailing party shall be entitled to recover its costs and expenses, including without limitation, expert fees, consulting fees and all other fees reasonably incurred, and a reasonable attorney's fee in connection therewith, whether incurred at trial or appeal.

17. **Binding Effect and Assignment.** The rights and obligations of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their lawful heirs, successors, and assigns. The Developer may assign his rights and obligations under this Agreement.

18. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of the Agreement shall be valid and enforceable to the fullest extent provided by law.

19. **Complete Agreement.** This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

20. **Amendments.** Any amendment to this Agreement shall not be binding upon the Parties hereto unless such amendment is in writing and executed by all Parties hereto.

21. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, not the intent of any provision hereof. All exhibits are made a part of this Agreement by incorporation as though they were restated herein.

22. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to this Agreement.

23. **Further Assurances.** The Parties hereto agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered all other further acts and assurances

as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting their specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

24. **Notices.** Except as otherwise expressly provided herein, notices may only be delivered by either (i) hand deliver, (ii) by certified mail, return receipt requested, (iii) delivery by overnight delivery serve such as UPS or FedEx, to the addressee at the address set forth herein, and shall be deemed to have been delivered on the date of receipt of such notice, if hand-delivered, or, if mailed on the date the receipt for which the certified mail is signed by the addressee or its authorized agent or employee, or if sent by overnight delivery service, the day such notice is received, or (iv) by means of electronic facsimile transmission, which shall be deemed effective at the time the fax transmission is confirmed by the electronic confirmed receipt of transmission of the sender. Any party may change the address for notice to that party by delivering written notice of such change in the manner provided above, such change to be effective not sooner than three (3) days after the date of notice of change, addressed as provided hereinafter.

As to the County: Vincent Long
County Administrator
Leon County
301 S. Monroe Street
Tallahassee, FL 32301
Telephone: (850) 606-5300
Facsimile: (850) 606-5301

With a copy to: Leon County Attorney's Office
Attn: Patrick Kinni, Esquire
301 S. Monroe Street, Suite 217
Tallahassee, FL 32301
Telephone: (850) 606-2500
Facsimile: (850) 606-2501

As to Developer: Edward M. Mitchell, Jr.
1330 Capital Circle NE
Tallahassee, FL 32308
Telephone: (850) 933-3000
Facsimile: (850) 656-6435

With a copy to: Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
Attn: Reggie L. Bouthillier, Esq.
and Kelly O'Keefe, Esq.
106 E. College Ave., Suite 700
Tallahassee, FL 32301
Telephone: (850) 329-4844
Facsimile: (850) 329-4867

With a copy to:

Fixel & Willis
Attn: Joe W. Fixel, Esq.
211 S. Gadsden St.
Tallahassee, FL 32301
Telephone: (850) 681-1800
Facsimile: (850) 681-9017

25. **Public Hearings.** The County Commission approved this Agreement on _____, 2017 after two public hearings before the County Commission, the first of which was on May 9, 2017, and the second of which was on _____, 2017.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

27. **Incorporation of Exhibits.** Exhibits “A” - “M” are attached hereto and shall be deemed incorporated herein and made part of this Agreement.

WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement.

Signatures Follow on Next Page

Remainder of this Page is Intentionally Blank

LEON COUNTY, FLORIDA

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

Date: _____

ATTEST:

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

APPROVED AS TO FORM:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele
County Attorney

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

EDWARD M. MITCHELL, JR.
a/k/a Eddie Mitchell

Name: _____

Developer

Date: _____

Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Agreement was acknowledged before me this ____ day of _____,
2017 by Edward M. Mitchell, Jr., who is personally known to me or who has produced
_____ as identification.

NOTARY PUBLIC

Printed Name
My commission expires:

EXHIBITS

- A. The Property
- B. Parcel 100
- C. Parcel 101
- D. Parcel 102
- E. Development Plan
- F. Parcel 100 Approved Land Uses
- G. Parcel 100 Vesting Certificate, dated June 1, 1993
- H. Parcel 101 Drainage Easement
- I. Goodwill Improvements
- J. Parcel 102 Conservation and Drainage Easement
- K. FEMA Regulated Floodway Plan
- L. Architectural Design, Lighting and Sign Standards
- M. Canopy Conservation Area Impacts and Planting Plan

Exhibit "A" The Property

*NOTE: A full-size copy of this reduced exhibit is available
by contacting the Leon County Administrator's Office*

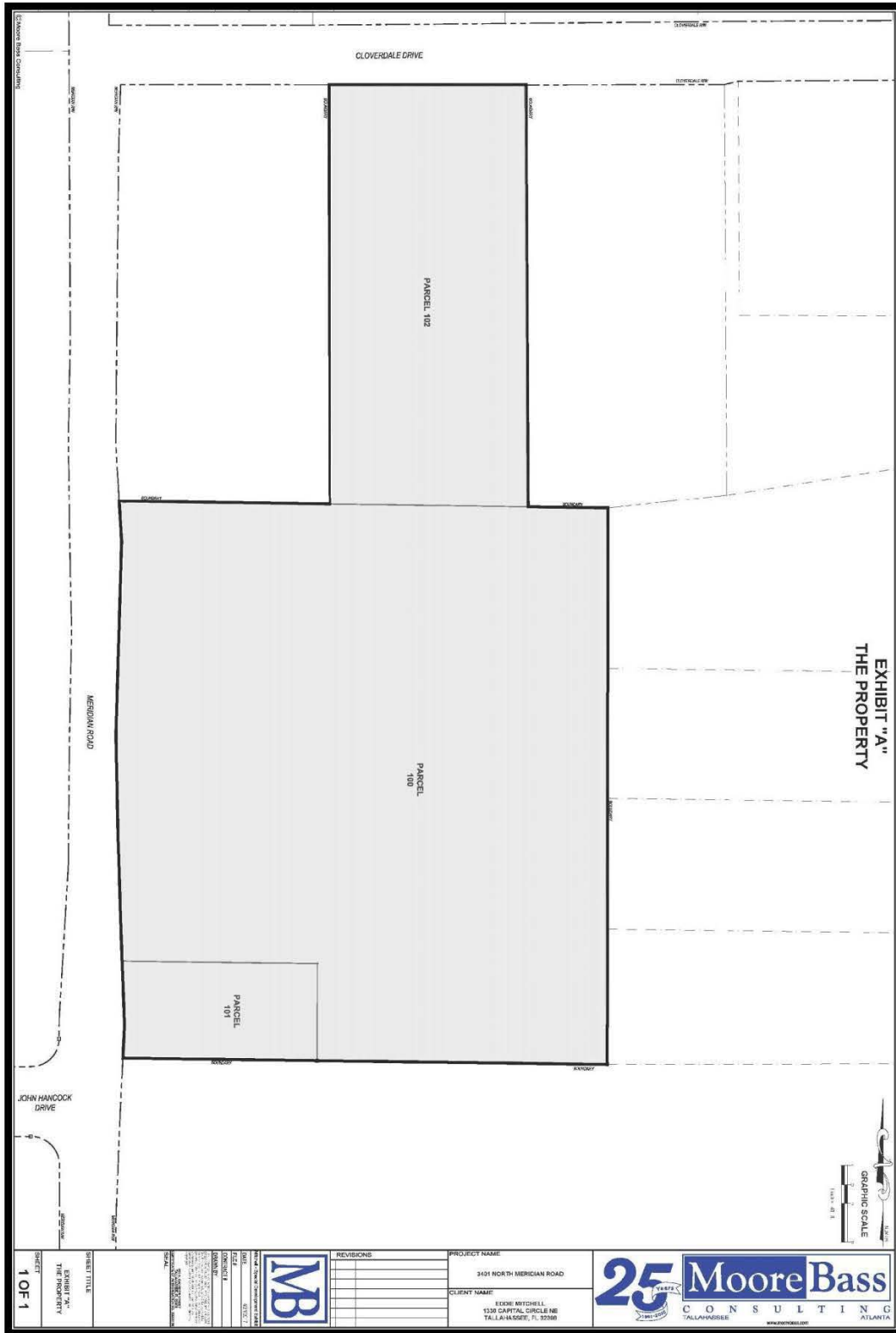


Exhibit "B"
Parcel 100
(Parcel ID No. 1107202120000)



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 1 of 3

As per Official Record Book 910, Page 2023 of the Public Records of Leon County Florida.

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the Section Line and East boundary of Meridian Street a distance of 1997.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 05 minutes 02 seconds West along the Section line and East boundary of Meridian Street a distance of 575.0 feet to a point on the Northerly boundary of a 50.0 foot natural gas line easement, thence South 89 degrees 14 minutes 59 seconds East along said Northerly boundary a distance of 500.0 feet, thence North 00 degrees 05 minutes 02 seconds East 575.0 feet, thence North 89 degrees 14 minutes 59 seconds West 500.0 feet to the POINT OF BEGINNING; containing 6.60 acres, more or less.

LESS & EXCEPT:

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 and the East right-of-way boundary of Meridian Road, a distance of 2472.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 05 minutes 02 seconds West along said West boundary of Section 7 and the East right-of-way boundary of Meridian Road 100.0 feet to a point on the North boundary of a Natural Gas line Easement, thence run South 89 degrees 14 minutes 59 seconds East along the North boundary of said Natural Gas Line Easement 200.0 feet, thence run North 00 degrees 05 minutes 02 seconds East along a line 200.0 feet East of and parallel to said West boundary of Section 7 and the East right-of-way boundary of Meridian Road 100.0 feet, thence run North 89 degrees 14 minutes 59 seconds West along a line 100.0 feet North of and parallel to said Natural Gas Line Easement 200.0 feet to the POINT OF BEGINNING; containing 0.459 acre, more or less.

Being more particularly described by field survey as follows:

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2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

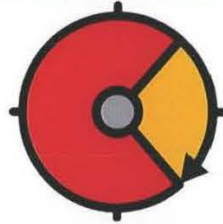
NCG Project Number 5668-001
June 17, 2014
Sheet 2 of 3

PARCEL 100

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 a distance of 1997.30 feet to a found 4 inch by 4 inch concrete monument (broken) for the POINT OF BEGINNING. From said POINT OF BEGINNING thence leaving said West boundary run North 89 degrees 40 minutes 23 seconds West a distance of 5.18 feet to the Easterly maintained right of way boundary of Meridian Road (right of way varies); thence run along said Easterly maintained right of way boundary as follows: thence run South 03 degrees 57 minutes 31 seconds East a distance of 41.89 feet; thence run South 01 degree 11 minutes 29 seconds West a distance of 200.04 feet; thence run South 01 degree 40 minutes 22 seconds East a distance of 100.04 feet; thence run South 02 degrees 14 minutes 42 seconds East a distance of 100.08 feet; thence run South 02 degrees 38 minutes 55 seconds East a distance of 33.60 feet to a point lying on the North boundary of that property recorded in Official Records Book 1629, Page 2074 of said Public Records; thence leaving said Easterly maintained right of way boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 201.54 feet to a found 1/2" iron rod and cap (LB# 732); thence leaving said North boundary run South 00 degrees 24 minutes 43 seconds East along the East boundary of that property recorded in Official Records Book 1629, Page 2074 of said Public Records a distance of 100.01 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) lying on the North boundary of a 50 foot Gas Line Easement; thence leaving said East boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 300.19 feet to a found 4 inch by 4 inch concrete monument (broken) marking the Southeast corner of that property recorded in Official Record Book 910, Page 2023 of said Public Records; thence leaving said North boundary and said Southeast corner run North 00 degrees 25 minutes 45 seconds West along the East boundary of that property recorded in Official Record Book 910, Page 2023 of said Public Records a distance of 574.68 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) marking the Northeast corner of said property; thence leaving said Northeast corner run North 89 degrees 40 minutes 23 seconds West along the North boundary of said property a distance of 505.27 feet to the POINT OF BEGINNING, containing 6.20 acres, more or less.


James E. Melcher
Professional Surveyor and Mapper
Florida Certificate No. 6159
NOBLES CONSULTING GROUP, Inc.
Licensed Business No. 3293

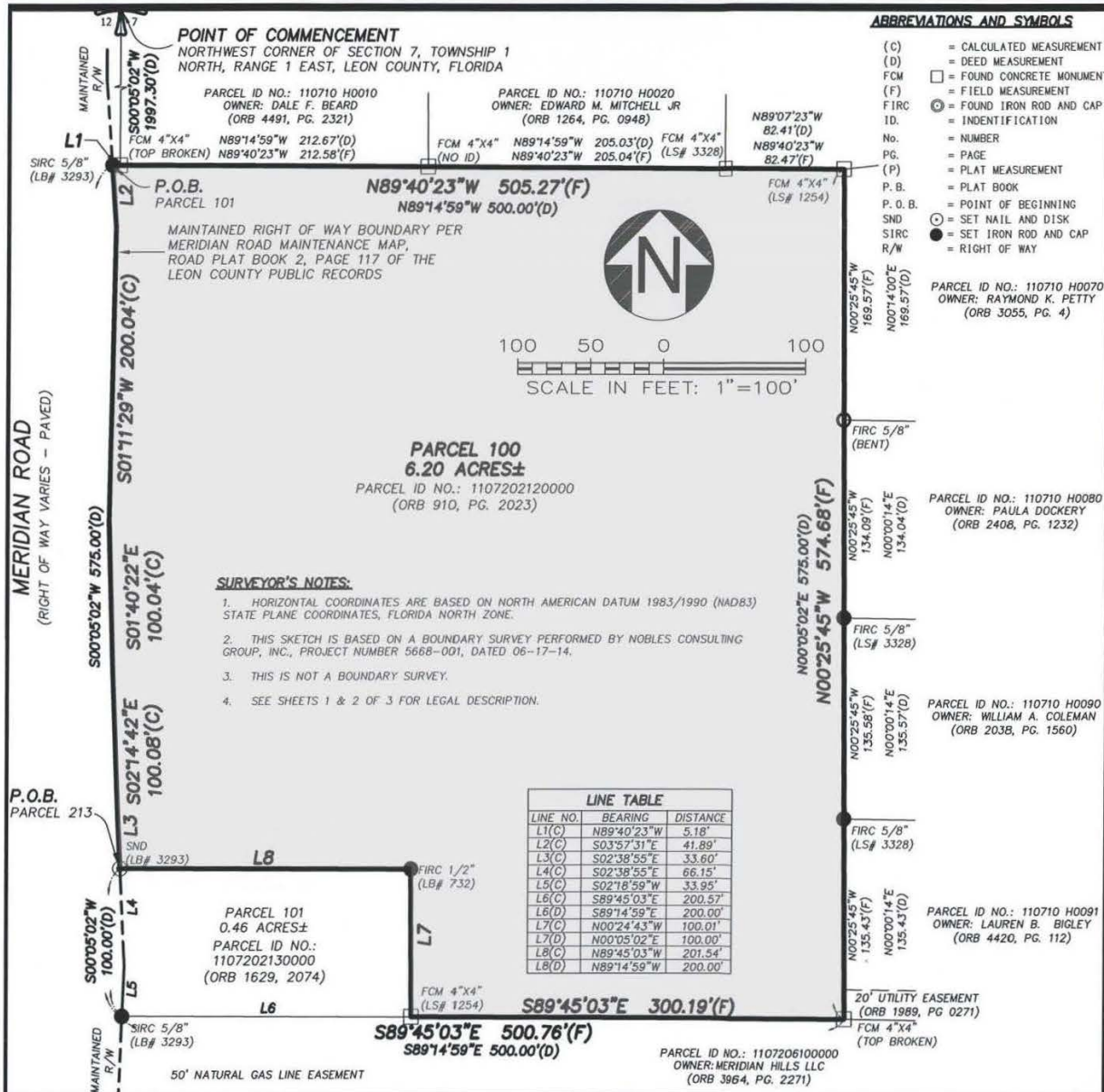
PENSACOLA · NICEVILLE · CHIPLEY · TALLAHASSEE · VALDOSTA



NCG

NOBLES CONSULTING GROUP, INC.

2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
LB#3293 PH: 850-385-1179 FAX: 850-385-1404 WWW.NCGINC.COM EB#7990



DESCRIPTION:	SKETCH OF DESCRIPTION FOR: 6.20 ACRE± PARCEL LOCATED IN SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA		SHEET 3 OF 3
	CLIENT:	LEON COUNTY PUBLIC WORKS TALLAHASSEE, FLORIDA, 32308	
SCALE:	1"=100'	PROJECT NO.:	5668-001
DATE:	06-17-14	FIELDBOOK:	1117
DRAWN BY:	JND	CAD NO.:	5668-001
REVISED:		PLOT DATE:	06-17-14

Exhibit "C"
Parcel 101
(Parcel ID No. 1107202130000)



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P:850.385.1179
F:850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 1 of 3

As per Official Record Book 1629, Page 2074 of the Public Records of Leon County Florida.

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 and the East right of way of boundary of Meridian Road a distance of 2472.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 05 minutes 02 seconds West along said West boundary of Section 7 and the East right of way boundary of Meridian Road 100.00 feet to a point on the North Boundary of a Natural Gas Line Easement, thence run South 89 degrees 14 minutes 59 seconds East along the North boundary of said Natural Gas Line Easement 200.00 feet, thence run North 00 degrees 05 minutes 02 seconds East along a line 200.00 feet East of and parallel to said West boundary of Section 7 and the East right of way boundary of Meridian Road 100.00 feet, thence run North 89 degrees 14 minutes 59 seconds West along a line 100.0 feet North of and parallel to said Natural Gas Line Easement 200.0 feet to the POINT OF BEGINNING.

Being more particularly described by field survey as follows:

PARCEL 101

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 a distance of 1997.30 feet to a found 4 inch by 4 inch concrete monument (broken); thence leaving said West boundary run North 89 degrees 40 minutes 23 seconds West a distance of 5.18 feet to the Easterly maintained right of way boundary of Meridian Road (right of way varies); thence run along said Easterly maintained right of way boundary as follows: thence run South 03 degrees 57 minutes 31 seconds East a distance of 41.89 feet; thence run South 01 degree 11 minutes 29 seconds West a distance of 200.04 feet; thence run South 01 degree 40 minutes 22 seconds East a distance of 100.04 feet; thence run South 02 degrees 14 minutes 42 seconds East a distance of 100.08 feet; thence run South 02 degrees 38 minutes 55 seconds East a distance of 33.60 feet to the POINT OF BEGINNING.

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2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P:850.385.1179
F:850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 2 of 3

From said POINT OF BEGINNING continue along said Easterly maintained right of way boundary South 02 degrees 38 minutes 55 seconds East a distance of 66.15; thence run South 02 degrees 18 minutes 59 seconds West a distance of 33.95 feet to a point lying on the North boundary of a 50 foot Natural Gas Line Easement; thence leaving said Easterly maintained right of way boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 200.57 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) marking the Southeast corner of that property recorded in Official Record Book 1629, Page 2074 of said Public Records; thence leaving said North boundary and said Southeast corner run North 00 degrees 24 minutes 43 seconds West along the East boundary of said property a distance of 100.01 feet to a found 1/2 inch iron rod and cap (LB# 732) marking the Northeast Corner of said property; thence leaving said Northeast corner run North 89 degrees 45 minutes 03 seconds West along the North boundary of said property a distance of 201.54 feet to the POINT OF BEGINNING, containing 0.46 acre, more or less.

The above described property being subject to an Ingress / Egress Easement recorded in Official Records Book 4100, Page 1851 of said Public Records.

The above described property being subject to a Parking and Access Easement recorded in Official Records Book 4100, Page 1856 of said Public Records.

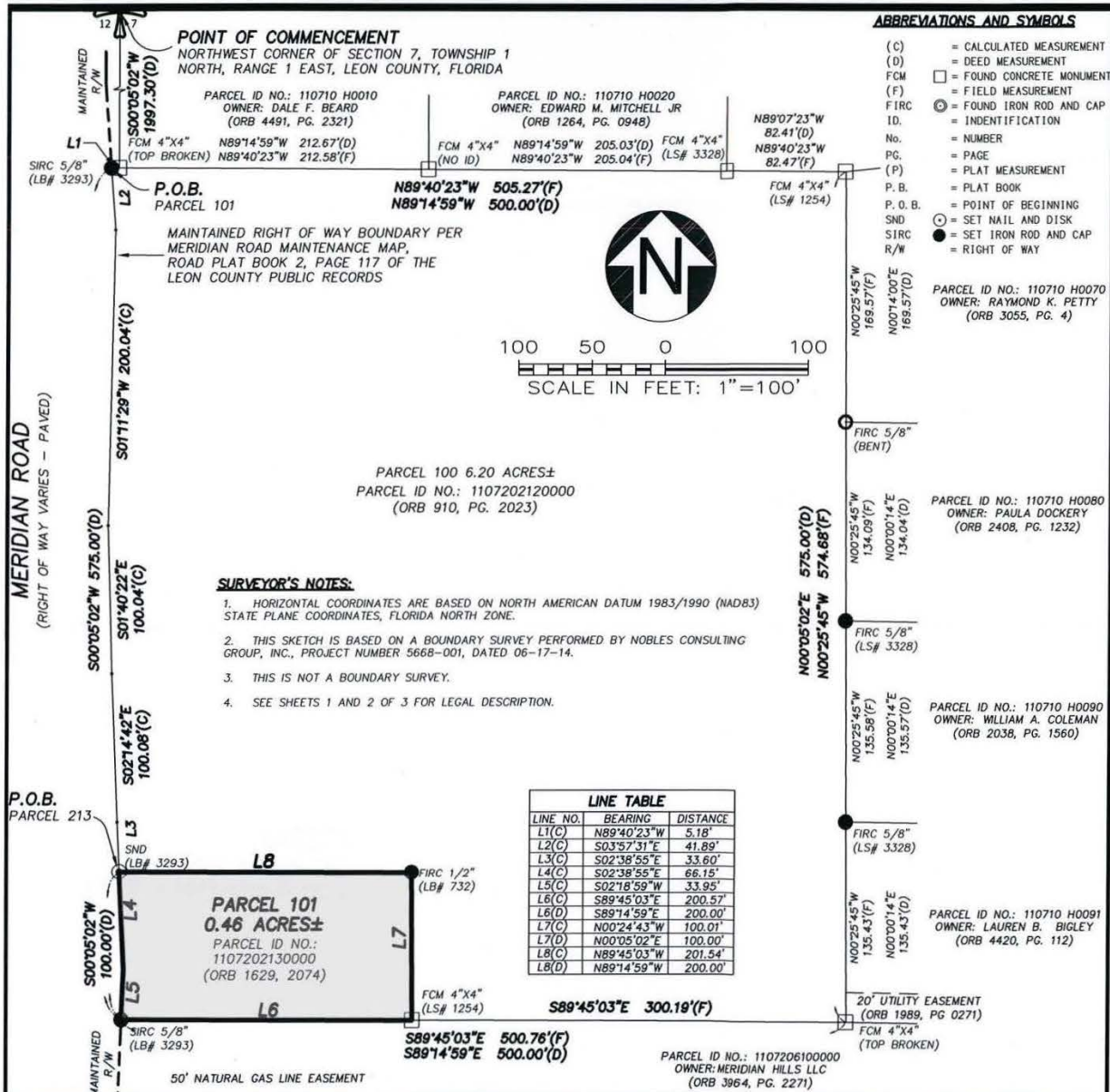
The above described property being subject to a Utility Easement recorded in Official Records Book 4100, Page 1859 of said Public Records.

James E. Melcher
Professional Surveyor and Mapper
Florida Certificate No. 6159
NOBLES CONSULTING GROUP, Inc.
Licensed Business No. 3293

PENSACOLA · NICEVILLE · CHIPLEY · TALLAHASSEE · VALDOSTA



2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
LB#3293 PH: 850-385-1179 FAX: 850-385-1404 WWW.NCGINC.COM EB#7990



DESCRIPTION: SKETCH OF DESCRIPTION FOR: 0.46 ACRE± PARCEL LOCATED IN SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA	SCALE: 1"=100'	PROJECT NO.: 5668-001	SHEET 3 OF 3
	DATE: 06-17-14	FIELDBOOK: 1117	
	DRAWN BY: JND	CAD NO.: 5668-001	
	REVISED:	PLOT DATE: 06-17-14	
CLIENT: LEON COUNTY PUBLIC WORKS TALLAHASSEE, FLORIDA, 32308			

Exhibit "D"

Parcel 102

(Parcel ID No. 110710 H0020)

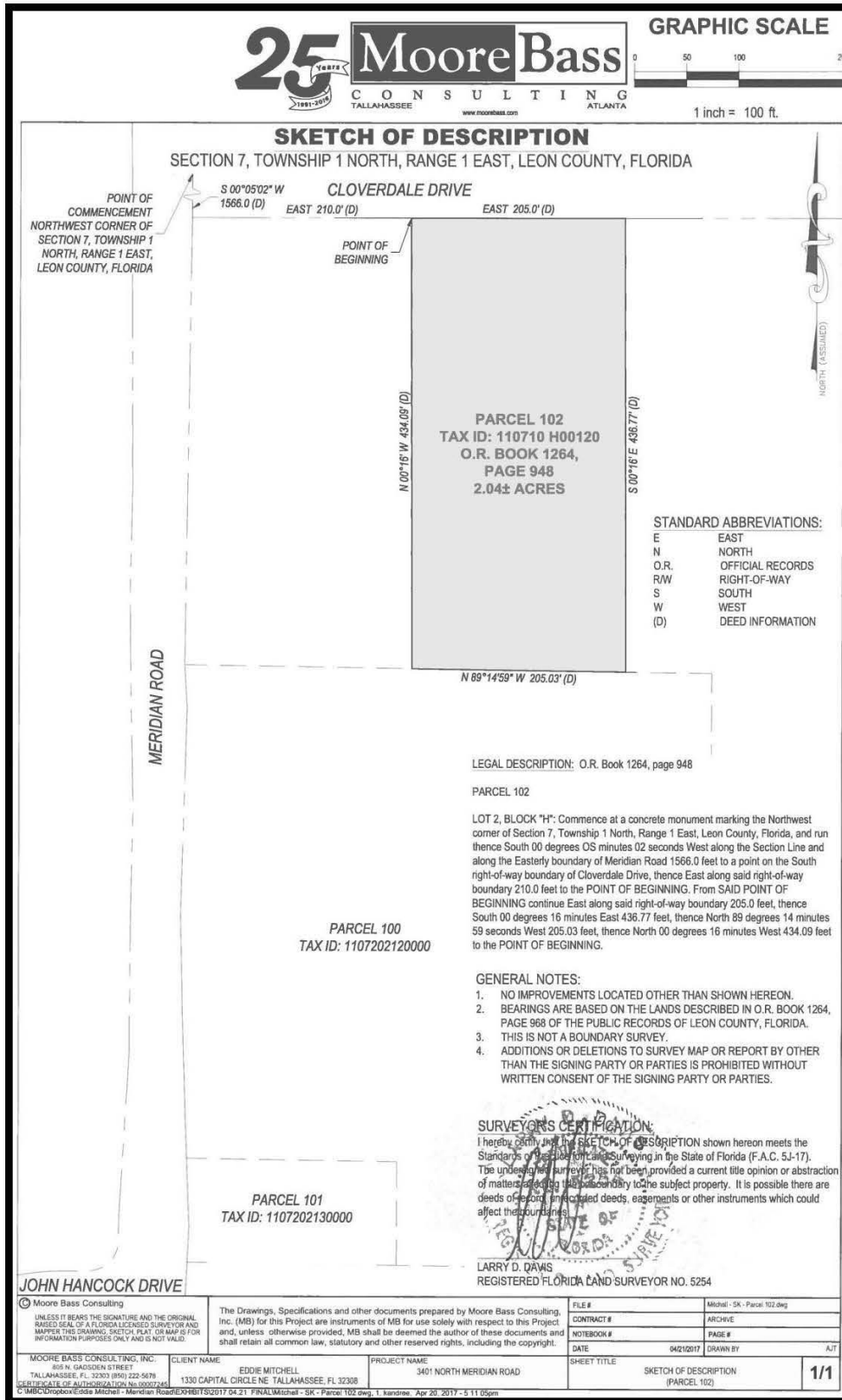
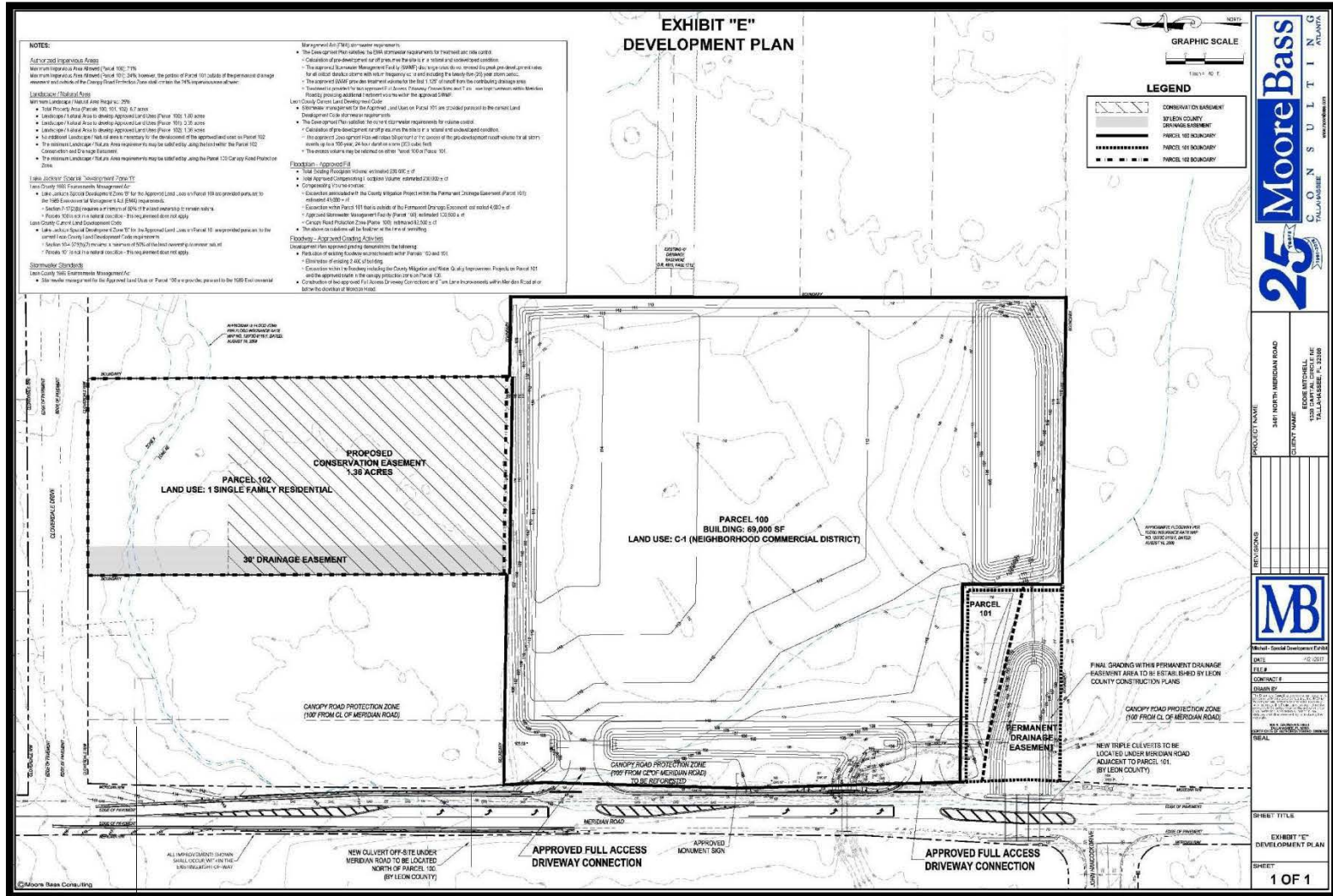


Exhibit "E"

Development Plan

NOTE: A full-size copy of this reduced exhibit is available by contacting the Leon County Administrator's Office



Enlargement of Development Plan "NOTES"
Page 1 of 2

Authorized Impervious Areas

Maximum Impervious Area Allowed (Parcel 100): 71%

Maximum Impervious Area Allowed (Parcel 101): 24%; however, the portion of Parcel 101 outside of the permanent drainage easement and outside of the Canopy Road Protection Zone shall contain the 24% impervious area allowed.

Landscape / Natural Area

Minimum Landscape / Natural Area Required: 25%

- Total Property Area (Parcels 100, 101, 102): 8.7 acres
- Landscape / Natural Area to develop Approved Land Uses (Parcel 100): 1.80 acres
- Landscape / Natural Area to develop Approved Land Uses (Parcel 101): 0.35 acres
- Landscape / Natural Area to develop Approved Land Uses (Parcel 102): 1.36 acres
- No additional Landscape / Natural area is necessary for the development of the approved land uses on Parcel 102.
- The minimum Landscape / Natural Area requirements may be satisfied by using the land within the Parcel 102 Conservation and Drainage Easement.
- The minimum Landscape / Natural Area requirements may be satisfied by using the Parcel 100 Canopy Road Protection Zone.

Lake Jackson Special Development Zone 'B'

Leon County 1989 Environmental Management Act

- Lake Jackson Special Development Zone 'B' for the Approved Land Uses on Parcel 100 are provided pursuant to the 1989 Environmental Management Act (EMA) requirements.
 - Section 7-17(2)(b) requires a minimum of 50% of the land ownership to remain natural.
 - Parcels 100 is not in a natural condition - this requirement does not apply.

Leon County Current Land Development Code

- Lake Jackson Special Development Zone 'B' for the Approved Land Uses on Parcel 101 are provided pursuant to the current Leon County Land Development Code requirements.
 - Section 10-4.323(b)(2) requires a minimum of 50% of the land ownership to remain natural.
 - Parcels 101 is not in a natural condition - this requirement does not apply.

Stormwater Standards

Leon County 1989 Environmental Management Act

- Stormwater management for the Approved Land Uses on Parcel 100 are provided pursuant to the 1989 Environmental Management Act (EMA) stormwater requirements.
- The Development Plan satisfies the EMA stormwater requirements for treatment and rate control.
 - Calculation of pre-development runoff presumes the site is in a natural and undeveloped condition.
 - The approved Stormwater Management Facility (SWMF) discharge rates do not exceed the peak pre-development rates for all critical duration storms with return frequency up to and including the twenty-five (25) year storm period.
 - The approved SWMF provides treatment volume for the first 1.125" of runoff from the contributing drainage area.
 - Treatment is provided for two approved Full Access Driveway Connections and Turn Lane Improvements within Meridian Road by providing additional treatment volume within the approved SWMF.

Enlargement of Development Plan "NOTES"

Page 2 of 2

Leon County Current Land Development Code

- Stormwater management for the Approved Land Uses on Parcel 101 are provided pursuant to the current Land Development Code stormwater requirements.
- The Development Plan satisfies the current stormwater requirements for volume control.
 - Calculation of pre-development runoff presumes the site is in a natural and undeveloped condition.
 - The approved Development Plan will retain 50 percent of the excess of the pre-development runoff volume for all storm events up to a 100-year, 24-hour duration storm (363 cubic feet)
 - The excess volume may be retained on either Parcel 100 or Parcel 101.

Floodplain - Approved Fill

- Total Existing Floodplain Volume: estimated 230,000 ± cf
- Total Approved Compensating Floodplain Volume: estimated 230,000 ± cf
- Compensating Volume sources:
 - Excavation associated with the County Mitigation Project within the Permanent Drainage Easement (Parcel 101): estimated 43,000 ± cf
 - Excavation within Parcel 101 that is outside of the Permanent Drainage Easement: estimated 4,000 ± cf
 - Approved Stormwater Management Facility (Parcel 100): estimated 100,500 ± cf
 - Canopy Road Protection Zone (Parcel 100): estimated 82,500 ± cf
- The above calculations will be finalized at the time of permitting.

Floodway - Approved Grading Activities

Development Plan approved grading demonstrates the following:

- Reduction of existing floodway encroachments within Parcels 100 and 101.
 - Elimination of existing 2,400 sf building.
 - Excavation within the floodway including the County Mitigation and Water Quality Improvement Projects on Parcel 101 and the approved swale in the canopy protection zone on Parcel 100.
- Construction of two approved Full Access Driveway Connections and Turn Lane Improvements within Meridian Road at or below the elevation of Meridian Road.

Exhibit “F”

Parcel 100 Approved Land Uses

Section 6.20. C-1 Neighborhood Commercial District.

1. District Intent	USES PERMITTED								
	2. Unrestricted Uses				3. Restricted Uses				
	a. Principal Uses		b. Accessory Uses		a. Use		b. Applicable Provisions of Article XIII Section 13.2		
<p>The provisions of the C-1 District are intended to apply to urban areas with direct access to a major street located within convenient traveling distance to one or more neighborhoods, wherein small groups of retail commercial, professional, office and financial and other convenience commercial activities are permitted. The district is not intended to accommodate large scale commercial or service activities or automotive or other types of more intensive commercial activity.</p>	<p>(1) Retail food and grocery. (2) Retail drug store. (3) Retail hardware, paint and garden supply. (4) Retail variety store. (5) Retail package liquors. (6) Retail department store. (7) Retail apparel and accessories. (8) Retail specialties toys, sewing equipment, camera, phonographs, gifts, stationery, books, luggage and similar uses. (9) Retail newsstand. (10) Retail small appliances (portable). (11) Retail pet stores, in a completely enclosed structure. (12) Restaurants and delicatessens. (13) Cocktail lounges and bars. (14) Indoor amusements (bowling, pool, billiards and similar uses). (15) Indoor theaters (including amphitheaters). (16) Financial institutions with drive-in windows. (17) Veterinary hospitals in completely enclosed structure. (18) Personal services (barber and beauty shops, massaging, etc.). (19) Business offices and services. (20) Non-medical professional offices and services. (21) Medical offices and services. (22) Nursery and child care facilities. (23) Repair services – small items (shoes, apparel, TV and radio, business machines, and similar uses). (24) Churches and schools. (25) Social, fraternal and recreational clubs and lodges. (26) Laundromats, laundry and dry cleaning pick-up stations.</p>		<p>(1) Customary uses and structures clearly incidental to one or more permitted uses and structures.</p>		<p>(1) Service stations without major mechanical repairs. (2) Reserved. (3) Transient lodgings. (4) Retail dry cleaning establishments.</p>		<p>Subsections 1, 3. Subsection 2. Subsection 5, specifically: a. A nonflammable cleaning solvent must be used. b. Specifically excludes industrial laundries and industrial dry cleaning establishments which are defined as those establishments which launder or dry clean garments and linens which are rented out by that cleaning establishment. c. When such site borders a residential zoning district, a plan must be submitted demonstrating protection of the residential property from adverse noise, vibration, fumes or odors from the retail dry cleaning establishment.</p>		
DEVELOPMENT STANDARDS									
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks*				6. Maximum Building Restrictions	
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Lot Coverage or Floor Area Ratio	b. Building Height
	None	--	--	25 feet	None, except 15 ft. when adjoining a residential district	25 feet	10 feet	--	35 feet

* See Section 9.9 (Ord. No. 73-0-1346, § 1, 4-17-73; Ord. No. 73-0-1361, § 1, 6-26-73; Ord. No. 73-0-1379, § 1, 8-28-73; Ord. No. 80-0-1763, § 1, 3-23-80; Ord. No. 82-0-1969, § 1, 2-24-82)

Exhibit "G"
Parcel 100 Vesting Certificate
Dated June 1, 1993



TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT



CERTIFICATION OF VESTED STATUS

This certificate of vested status is issued for the development or property herein described and confirms that said development or property is exempt from the consistency and concurrency provisions of the Tallahassee-Leon County 2010 Comprehensive Plan based upon findings established through review by the Florida First District Court of Appeals rendered on December 31, 1992.

This certificate of Vested Status does not preclude enforcement actions brought pursuant to a violation of any applicable federal, state or local laws.

DESCRIPTION

The property as described in Exhibit "A" containing 6.141 acres, more or less, on Meridian Road is vested for the following intensity and density of land uses:

C-1, Neighborhood Commercial Uses (1970 Zoning Code, as amended)	69,000 Gross Sq. Ft.
---	----------------------

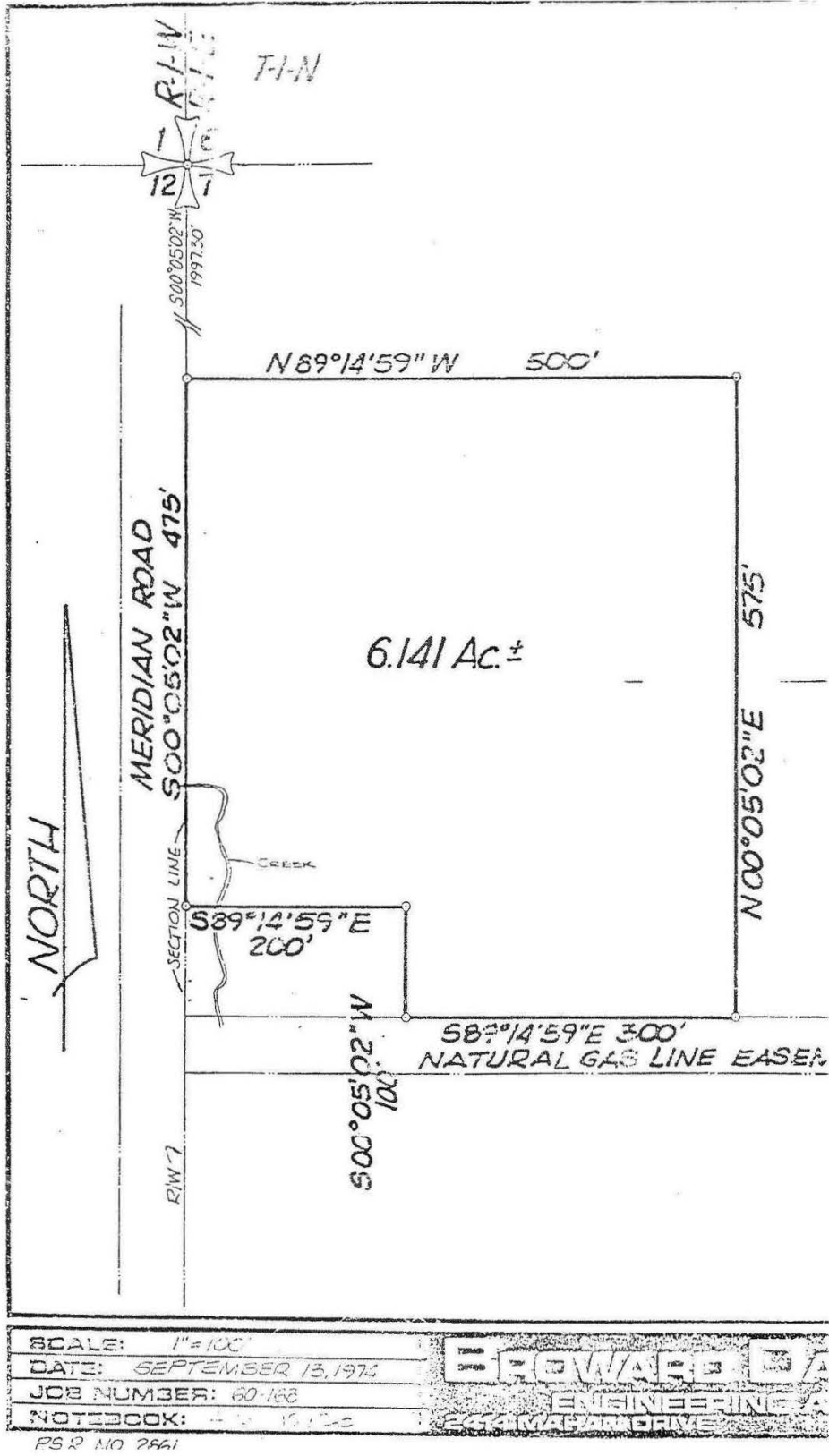
A handwritten signature in cursive script, appearing to read "Black", written over a horizontal line.

Martin P. Black, AICP
Chief of Land Use Administration

June 1, 1993
DATE



City Hall • 300 South Adams Street • Tallahassee, Florida 32301 • (904) 891-8600



LEGAL DESCRIPTION

Commence at the Northwest corner of Section 7, Township 1 North; Range 1 East, Leon County, Florida, and run South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 and the East right-of-way boundary of Meridian Road 1997.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 05 minutes 02 seconds west along said West boundary Section 7 and the East right-of-way boundary of Meridian Road 475.00 feet, thence run South 89 degrees 14 minutes 59 seconds East along a line 100.0 feet North of and parallel to the North boundary of a Natural Gas Line Easement 200.0 feet, thence run South 00 degrees 05 minutes 02 seconds west along a line 200 feet East of and parallel to said West boundary of Section 7 and the East right-of-way boundary of Meridian Road 100.0 feet to a point of the North boundary of said Natural Gas Line Easement thence run South 89 degrees 14 minutes 59 seconds East along the North boundary of said Natural Gas Line Easement 300.0 feet, thence run North 00 degrees 05 minutes 02 seconds East along a line 500.0 feet East of and parallel to said West boundary of Section 7, and the East boundary of Meridian Road 575.0 feet, thence run North 89 degrees 14 minutes 59 seconds West along a line 575.0 feet North and parallel to the North boundary of said Natural Gas Line Easement 500.0 feet to the POINT OF BEGINNING. containing 6.141 acres, more or less.



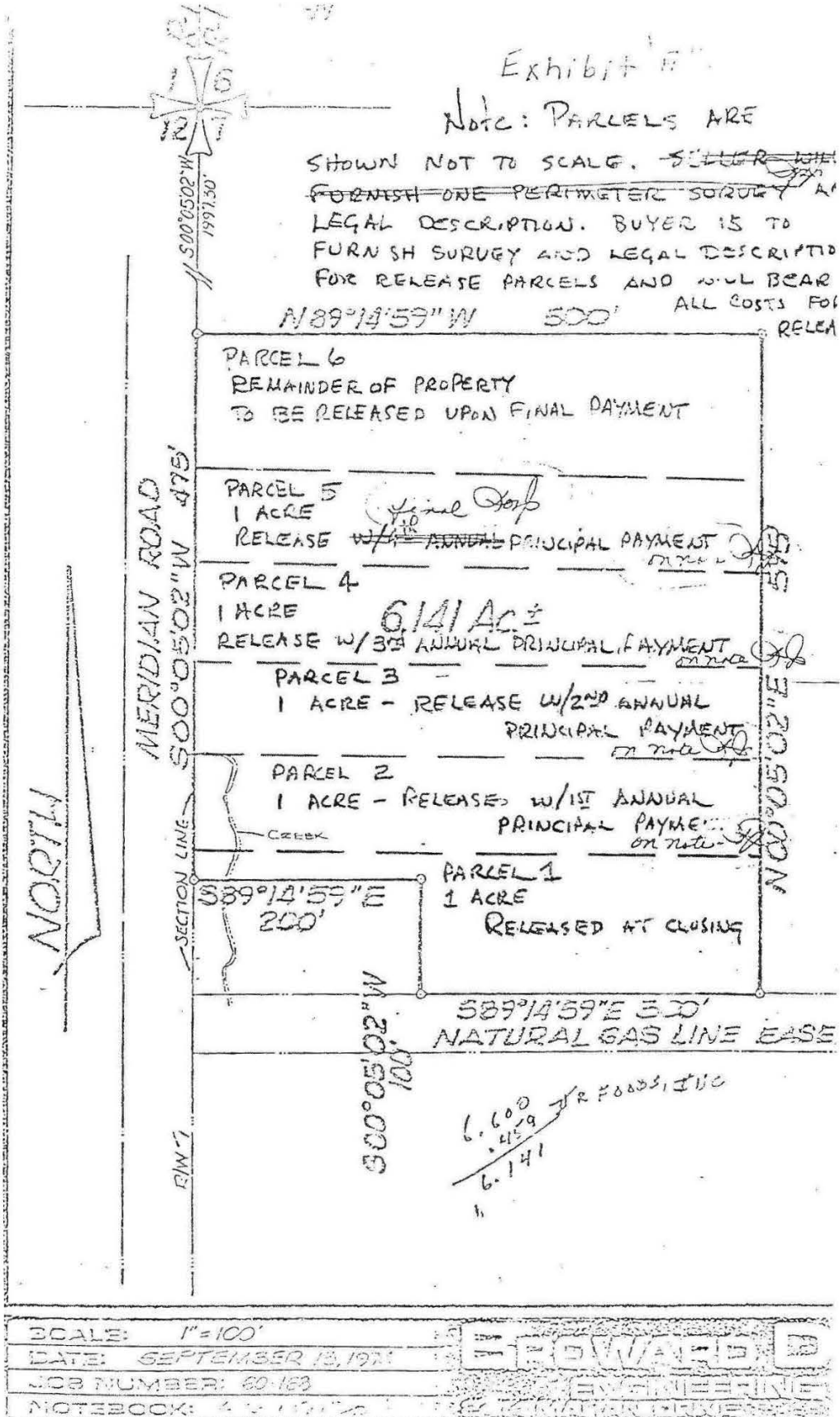


Exhibit "H"

Parcel 101 Drainage Easement

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

Fords Arm South Water Quality Improvement Project
Tax ID No. 1107202120000
1107202130000

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT ("Parcel 101 Drainage Easement Agreement") is made and executed this ___ day of _____, 2017, by **EDWARD M. MITCHELL, JR. a/k/a Eddie Mitchell**, whose post office address is 1330 Capital Circle NE, Tallahassee, FL 32308, as **Grantor**, to **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, having a mailing address of Division of Real Estate Management, 301 South Monroe Street, Suite 202, Tallahassee, Florida 32301, as **Grantee**.

WHEREAS, Grantor owns in fee simple certain real property in Leon County depicted in **Composite Exhibit "1"** as "**Parcel 100**" and "**Parcel 101**";

WHEREAS, the Grantor and Grantee have entered this Parcel 101 Drainage Easement Agreement pursuant to the terms of a Development Agreement recorded at book [REDACTED], and page [REDACTED], Official Records of Leon County, Florida (the "**Development Agreement**"), as specifically provided for therein;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns the easements set forth herein.

AGREEMENT

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by reference into this Parcel 101 Drainage Easement Agreement.

2. **Title to Parcel 100 and 101**. Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

3. **Grant of Easements**

3.1 **Parcel 100 Temporary Construction Easement**. Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns, a non-exclusive, temporary construction easement ("**Parcel 100 Temporary Construction Easement**") over the shaded area on Parcel 100 as depicted within **Exhibit "2"** attached hereto ("**P100 TCE Area**"), for the purpose of Grantee constructing the Goodwill Improvements (as defined by the Development Agreement) as part of the County Mitigation Project (as defined by the Development Agreement).

3.2 **Parcel 101 Drainage Easement**. Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns, a perpetual, exclusive drainage easement ("**Parcel 101 Drainage Easement**") over and upon the .28 acres within that portion of Parcel 101 described in the legal description and sketch attached hereto as **Exhibit "3"**

("P101 Drainage Easement Area"), for the construction, operation and maintenance of the County Mitigation Project (as defined by the Development Agreement).

3.3 Parcels 100 and 101 Temporary Construction Easement. Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns, a non-exclusive, temporary construction easement ("**Parcels 100 and 101 Temporary Construction Easement**") over the shaded areas on Parcels 100 and 101 as depicted within **Exhibit "4"** attached hereto ("**P100 & 101 TCE Area**"), for the purpose of Grantee constructing the County Mitigation Project (as defined by the Development Agreement).

3.4 Avoidance of Condemnation. The easements described in this Section 3 are being conveyed by Grantor under the threat and in lieu of condemnation pursuant to Chapters 73, 74 and 127, Florida Statutes as provided by the Development Agreement ("**Condemnation Threat**").

4. **Terms of Parcel 100 Temporary Construction Easement.**

4.1 Purpose. The Parcel 100 Temporary Construction Easement shall be used by Grantee for the sole purpose of ingress and egress in, over, under, on, and through the P100 TCE Area to construct the Goodwill Improvements (as defined by the Development Agreement) which shall be completed prior to Grantee commencing construction of the County Mitigation Project (as defined by the Development Agreement).

4.2 Restoration. Upon completion of the Goodwill Improvements:

- a. Grantee shall remove its excess materials and equipment from the P100 TCE Area; and
- b. Grantee shall, to the extent necessary, stabilize any disturbed non-graveled portions of P100 TCE Area with grass and mulch.

4.3 Termination. The Parcel 100 Temporary Construction Easement shall terminate upon Grantee's recording of a notice of termination and release of said easement at the completion of Grantee's construction of the Goodwill Improvements and the removal of its materials and equipment associated with said construction activities; provided, however, that the Parcel 100 Temporary Construction Easement shall automatically terminate three years from the Effective Date, unless otherwise agreed to by the mutual written and recorded consent of the Parties. Upon the termination or expiration of the Parcel 100 Temporary Construction Easement, all of the rights and benefits of Grantee with respect to said easement shall automatically terminate and be of no further force and effect.

4.4 Reservation of Rights. Grantor reserves unto itself and its successors and assigns the right and privilege to use the P100 TCE Area in common with Grantee for all purposes except as might interfere with Grantee's construction of the Goodwill Improvements.

5. **Terms of Parcel 101 Drainage Easement.**

5.1 **Purpose.** The Parcel 101 Drainage Easement shall be used by Grantee for the sole purpose of ingress and egress in, over, under, on, and through the P101 Drainage Easement Area for clearing, excavating, constructing, and maintaining the County Mitigation Project (as defined by the Development Agreement).

5.2 **Maintenance Obligations.** Grantee's specific maintenance obligations for the County Mitigation Project and the P101 Drainage Easement Area shall include but not be limited to regularly inspecting and, at all times, maintaining the County Mitigation Project in good order and repair and in proper operating condition with sufficient safety mechanisms in place to protect against unauthorized use of the County Mitigation Project or the P101 Drainage Easement Area.

5.3 **Reservation of Rights.** Grantor reserves unto itself and its successors and assigns:

a. All rights accruing from ownership of Parcel 101, including the right to engage in or permit or invite others to engage in all uses of Parcel 101 that are not expressly prohibited herein, are not inconsistent with, and do not interfere with the County Mitigation Project or the purpose of the Parcel 101 Drainage Easement, and are in compliance with all applicable laws.

b. The right to connect, in a manner substantially similar to that depicted on Exhibit "E" to the Development Agreement, including but not limited to: (i) an outfall from Grantor's future stormwater management facility on Parcel 100 to the County Mitigation Project, and (ii) cross drains to Grantor's drainage swale along the Meridian Road frontage.

c. All rights to discharge stormwater from Parcels 100 and 101 in pre-development and post-development conditions to the Parcel 101 Drainage Easement Area and/or County Mitigation Project.

6. **Terms of the Parcels 100 and 101 Temporary Construction Easement:**

6.1 **Purpose.** The Parcels 100 and 101 Temporary Construction Easement shall be used by Grantee for the sole purpose of ingress and egress in, over, under, on, and through the P100 & 101 TCE Area to construct the County Mitigation Project (as described by the Development Agreement). These construction activities shall not commence in the P100 & 101 TCE Area until the construction of the Goodwill Improvements as described in Section 4.1 above is completed by Grantee.

6.2 **Restoration.** Upon completion of the County Mitigation Project:

a. Grantee shall remove its equipment from the P100 & 101 TCE Area;

b. Grantee shall remove the fencing from the Fenced Construction Laydown Site; and

c. Grantee shall stabilize the P100 & 101 TCE Area with hydro-seeding, sod, and/or other such vegetation as may be appropriate for vegetative stabilization.

6.3 **Termination.** The Parcels 100 and 101 Temporary Construction Easement shall terminate upon Grantee's recording of a notice of termination and release at the completion of Grantee's construction of the County Mitigation Project, including the

restoration required by paragraph 6.2 above; provided, however, that the Parcels 100 and 101 Temporary Construction Easement shall automatically expire three years from the Effective Date, unless otherwise agreed to by the mutual written and recorded consent of the Parties. Upon the termination or expiration of the Parcels 100 and 101 Temporary Construction Easement, all of the rights and benefits of Grantee with respect to said easement shall automatically terminate and be of no further force and effect.

6.4 **Reservation of Rights.** Grantor reserves unto itself and its successors and assigns the right and privilege to exclusive and continued use of the P100 & 101 TCE Area for ingress, egress, parking, and handicapped access associated with the Goodwill site until Grantee completes construction of the Goodwill Improvements on the P100 TCE Area. The Parties agree to cooperate and work together in good faith during the construction of the County Mitigation Project, Goodwill Improvements, and development otherwise authorized herein. In the event Grantor develops Parcels 100 and 101 pursuant to the Development Agreement prior to Grantee's completion of construction of the County Mitigation Project or the automatic expiration of the three-year term of the Parcels 100 and 101 Temporary Construction Easement, the Parties agree to relocate the P100 TCE Area to another location on Parcel 100 agreeable to the Parties.

7. **Easements Running with the Land.** The easements, agreements and covenants set forth above are of a commercial nature, freely transferable, and are intended to be, and shall be construed as easements, agreements and covenants appurtenant to and running with the land and the burdens and benefits of said easements, agreements and covenants shall run with the title to Parcels 100 and 101, and shall bind and inure to the benefit of the Parties, their successors in title and assigns as provided for herein.

8. **Dedication.** The rights granted to the Grantee in this Parcel 101 Drainage Easement Agreement shall not be deemed a dedication of all or any portion of Parcels 100 or 101 for public use. No members of the public shall be granted access to any portion of Parcels 100 or 101 without Grantor's prior written authorization.

9. **Indemnity.**

9.1 **Indemnification by Grantor.** Grantor hereby agrees to indemnify, defend, save, and hold harmless Grantee, its officers, agents, contractors, and employees, from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligent act of Grantor, its officers, agents, contractors and employees arising out of Grantor's use of the Parcel 101 Drainage Easement Area.

9.2 **Indemnification by Grantee.** To the extent allowed by the Constitution and laws of the State of Florida, including Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify, defend, save, and hold harmless Grantor, its officers, agents, contractors and employees from all claims, demands, liabilities, and suits arising out of arising out of Grantee's (including Grantee's officers, agents, contractors and employees) use of Parcel 100 and Parcel 101.

10. **Applicable Law.** This Parcel 101 Drainage Easement Agreement shall be construed in accordance with the laws of the State of Florida.

11. **Severability.** If any provision of this Parcel 101 Drainage Easement Agreement, or the application thereof to any person or circumstances, shall be for any reason and to any extent be

invalid or unenforceable, the remainder of this Parcel 101 Drainage Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforce to the greatest extent permitted by law.

12. **Further Assurances.** Each party hereto agrees to give further assurances to each other party hereto, by way of executing such other and further instruments and documents as may be reasonably necessary to effectuate and carry out the intents and purposes of this Parcel 101 Drainage Easement Agreement.

13. **Counterparts.** This Parcel 101 Drainage Easement Agreement may be executed in counterparts, each of which shall be deemed an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.

14. **Effective Date.** The effective date of this Parcel 101 Drainage Easement Agreement shall be the date upon which the last of the Parties signatures is evidenced herein (the "Effective Date").

IN WITNESS WHEREOF, Grantor and Grantee have caused these covenants to be executed and their seal to be affixed hereto on the day and year first above written.

Signed, sealed and delivered
in the presence of:

EDWARD M. MITCHELL, JR., a/k/a
Eddie Mitchell

(Signature)

(Typed or Printed Name)

(Signature)

(Typed or Printed Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by Eddie Mitchell, who is personally known to me or who has produced _____
as identification, and who did take an oath.

NOTARY PUBLIC

Signature _____
Typed or printed name _____
My Commission expires _____

[GRANTEE'S SIGNATURE IS ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

LEON COUNTY, FLORIDA

(Signature) _____

(Typed or Printed Name)

(Signature) _____

(Typed or Printed Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by _____, as _____, who is personally known to me or
who has produced _____ as identification, and who did take an
oath.

NOTARY PUBLIC

Signature _____

Typed or printed name _____

My Commission expires _____

Exhibit "H"
DO NOT SIGN

L14-041
#560329v5

Composite Exhibit 1
Parcels 100 and 101

Parcel 100
Sheet 1 of 3



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 1 of 3

As per Official Record Book 910, Page 2023 of the Public Records of Leon County Florida.

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the Section Line and East boundary of Meridian Street a distance of 1997.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 05 minutes 02 seconds West along the Section line and East boundary of Meridian Street a distance of 575.0 feet to a point on the Northerly boundary of a 50.0 foot natural gas line easement, thence South 89 degrees 14 minutes 59 seconds East along said Northerly boundary a distance of 500.0 feet, thence North 00 degrees 05 minutes 02 seconds East 575.0 feet, thence North 89 degrees 14 minutes 59 seconds West 500.0 feet to the POINT OF BEGINNING; containing 6.60 acres, more or less.

LESS & EXCEPT:

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 and the East right-of-way boundary of Meridian Road, a distance of 2472.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 05 minutes 02 seconds West along said West boundary of Section 7 and the East right-of-way boundary of Meridian Road 100.0 feet to a point on the North boundary of a Natural Gas line Easement, thence run South 89 degrees 14 minutes 59 seconds East along the North boundary of said Natural Gas Line Easement 200.0 feet, thence run North 00 degrees 05 minutes 02 seconds East along a line 200.0 feet East of and parallel to said West boundary of Section 7 and the East right-of-way boundary of Meridian Road 100.0 feet, thence run North 89 degrees 14 minutes 59 seconds West along a line 100.0 feet North of and parallel to said Natural Gas Line Easement 200.0 feet to the POINT OF BEGINNING; containing 0.459 acre, more or less.

Being more particularly described by field survey as follows:

PENSACOLA · NICEVILLE · CHIPLEY · TALLAHASSEE · VALDOSTA

Composite Exhibit 1
Page 1 of 6

Parcel 100
Sheet 2 of 3



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 2 of 3

PARCEL 100

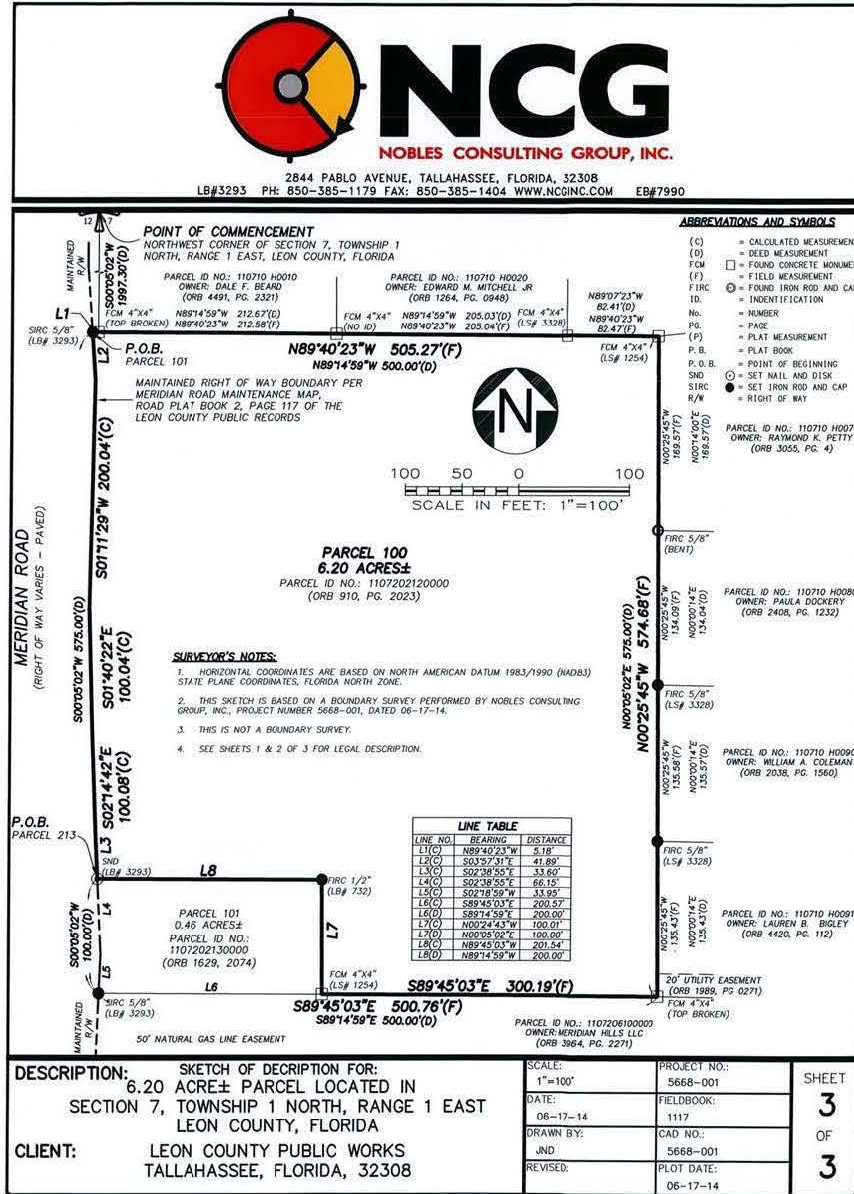
Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 a distance of 1997.30 feet to a found 4 inch by 4 inch concrete monument (broken) for the POINT OF BEGINNING. From said POINT OF BEGINNING thence leaving said West boundary run North 89 degrees 40 minutes 23 seconds West a distance of 5.18 feet to the Easterly maintained right of way boundary of Meridian Road (right of way varies); thence run along said Easterly maintained right of way boundary as follows: thence run South 03 degrees 57 minutes 31 seconds East a distance of 41.89 feet; thence run South 01 degree 11 minutes 29 seconds West a distance of 200.04 feet; thence run South 01 degree 40 minutes 22 seconds East a distance of 100.04 feet; thence run South 02 degrees 14 minutes 42 seconds East a distance of 100.08 feet; thence run South 02 degrees 38 minutes 55 seconds East a distance of 33.60 feet to a point lying on the North boundary of that property recorded in Official Records Book 1629, Page 2074 of said Public Records; thence leaving said Easterly maintained right of way boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 201.54 feet to a found 1/2" iron rod and cap (LB# 732); thence leaving said North boundary run South 00 degrees 24 minutes 43 seconds East along the East boundary of that property recorded in Official Records Book 1629, Page 2074 of said Public Records a distance of 100.01 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) lying on the North boundary of a 50 foot Gas Line Easement; thence leaving said East boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 300.19 feet to a found 4 inch by 4 inch concrete monument (broken) marking the Southeast corner of that property recorded in Official Record Book 910, Page 2023 of said Public Records; thence leaving said North boundary and said Southeast corner run North 00 degrees 25 minutes 45 seconds West along the East boundary of that property recorded in Official Record Book 910, Page 2023 of said Public Records a distance of 574.68 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) marking the Northeast corner of said property; thence leaving said Northeast corner run North 89 degrees 40 minutes 23 seconds West along the North boundary of said property a distance of 505.27 feet to the POINT OF BEGINNING, containing 6.20 acres, more or less.


James E. Melcher
Professional Surveyor and Mapper
Florida Certificate No. 6159
NOBLES CONSULTING GROUP, Inc.
Licensed Business No. 3293

PENSACOLA · NICEVILLE · CHIPLEY · TALLAHASSEE · VALDOSTA

Composite Exhibit 1
Page 2 of 6

Parcel 100
Sheet 3 of 3



Composite Exhibit 1
Page 3 of 6

Parcel 101
Sheet 1 of 3



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 1 of 3

As per Official Record Book 1629, Page 2074 of the Public Records of Leon County Florida.

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 and the East right of way of boundary of Meridian Road a distance of 2472.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 05 minutes 02 seconds West along said West boundary of Section 7 and the East right of way boundary of Meridian Road 100.00 feet to a point on the North Boundary of a Natural Gas Line Easement, thence run South 89 degrees 14 minutes 59 seconds East along the North boundary of said Natural Gas Line Easement 200.00 feet, thence run North 00 degrees 05 minutes 02 seconds East along a line 200.00 feet East of and parallel to said West boundary of Section 7 and the East right of way boundary of Meridian Road 100.00 feet, thence run North 89 degrees 14 minutes 59 seconds West along a line 100.0 feet North of and parallel to said Natural Gas Line Easement 200.0 feet to the POINT OF BEGINNING.

Being more particularly described by field survey as follows:

PARCEL 101

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 a distance of 1997.30 feet to a found 4 inch by 4 inch concrete monument (broken); thence leaving said West boundary run North 89 degrees 40 minutes 23 seconds West a distance of 5.18 feet to the Easterly maintained right of way boundary of Meridian Road (right of way varies); thence run along said Easterly maintained right of way boundary as follows: thence run South 03 degrees 57 minutes 31 seconds East a distance of 41.89 feet; thence run South 01 degree 11 minutes 29 seconds West a distance of 200.04 feet; thence run South 01 degree 40 minutes 22 seconds East a distance of 100.04 feet; thence run South 02 degrees 14 minutes 42 seconds East a distance of 100.08 feet; thence run South 02 degrees 38 minutes 55 seconds East a distance of 33.60 feet to the POINT OF BEGINNING.

PENSACOLA · NICEVILLE · CHIPLEY · TALLAHASSEE · VALDOSTA

Composite Exhibit 1
Page 4 of 6

Parcel 101
Sheet 2 of 3



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

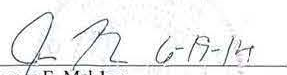
NCG Project Number 5668-001
June 17, 2014
Sheet 2 of 3

From said POINT OF BEGINNING continue along said Easterly maintained right of way boundary South 02 degrees 38 minutes 55 seconds East a distance of 66.15; thence run South 02 degrees 18 minutes 59 seconds West a distance of 33.95 feet to a point lying on the North boundary of a 50 foot Natural Gas Line Easement; thence leaving said Easterly maintained right of way boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 200.57 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) marking the Southeast corner of that property recorded in Official Record Book 1629, Page 2074 of said Public Records; thence leaving said North boundary and said Southeast corner run North 00 degrees 24 minutes 43 seconds West along the East boundary of said property a distance of 100.01 feet to a found 1/2 inch iron rod and cap (LB# 732) marking the Northeast Corner of said property; thence leaving said Northeast corner run North 89 degrees 45 minutes 03 seconds West along the North boundary of said property a distance of 201.54 feet to the POINT OF BEGINNING, containing 0.46 acre, more or less.

The above described property being subject to an Ingress / Egress Easement recorded in Official Records Book 4100, Page 1851 of said Public Records.

The above described property being subject to a Parking and Access Easement recorded in Official Records Book 4100, Page 1856 of said Public Records.

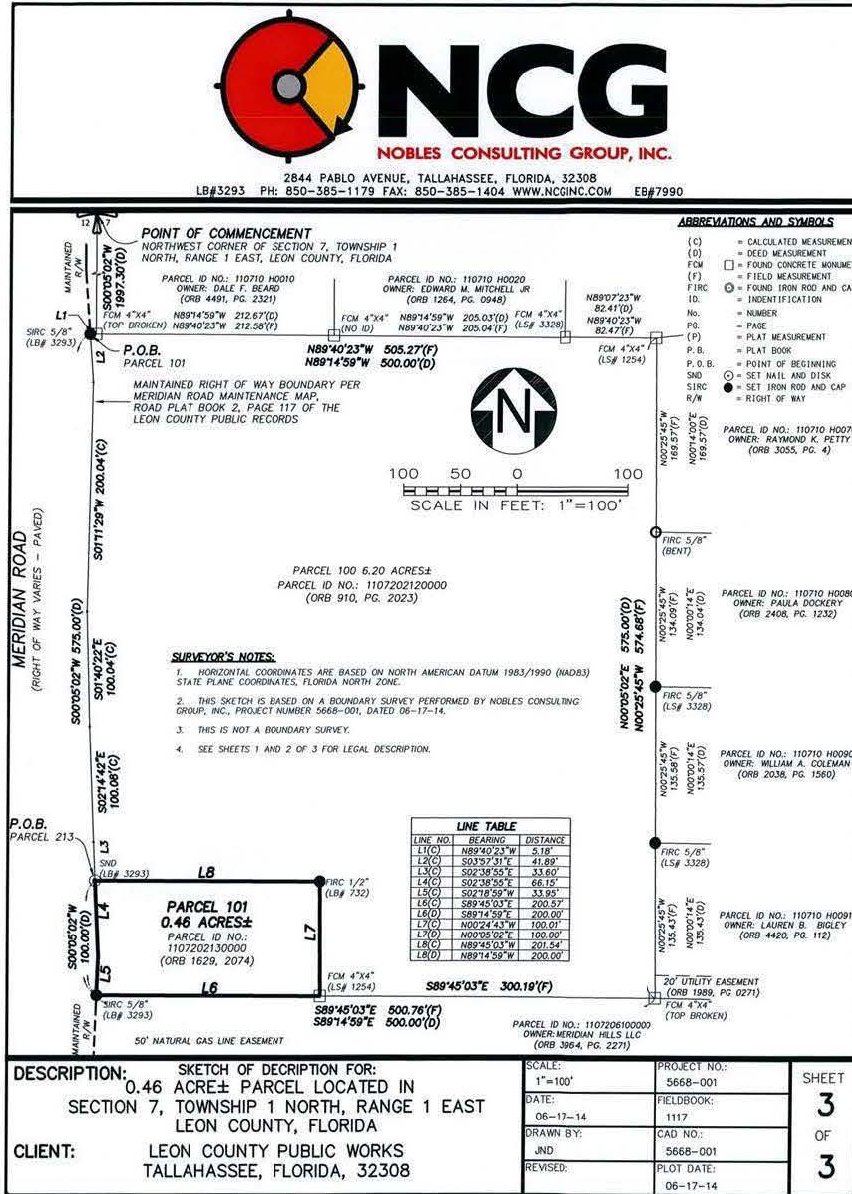
The above described property being subject to a Utility Easement recorded in Official Records Book 4100, Page 1859 of said Public Records.


James E. Melcher
Professional Surveyor and Mapper
Florida Certificate No. 6159
NOBLES CONSULTING GROUP, Inc.
Licensed Business No. 3293

PENSACOLA · NICEVILLE · CHIPLEY · TALLAHASSEE · VALDOSTA

Composite Exhibit 1
Page 5 of 6

Parcel 101
Sheet 3 of 3



Composite Exhibit 1
Page 6 of 6

Exhibit 2
Parcel 100 Temporary Construction Easement

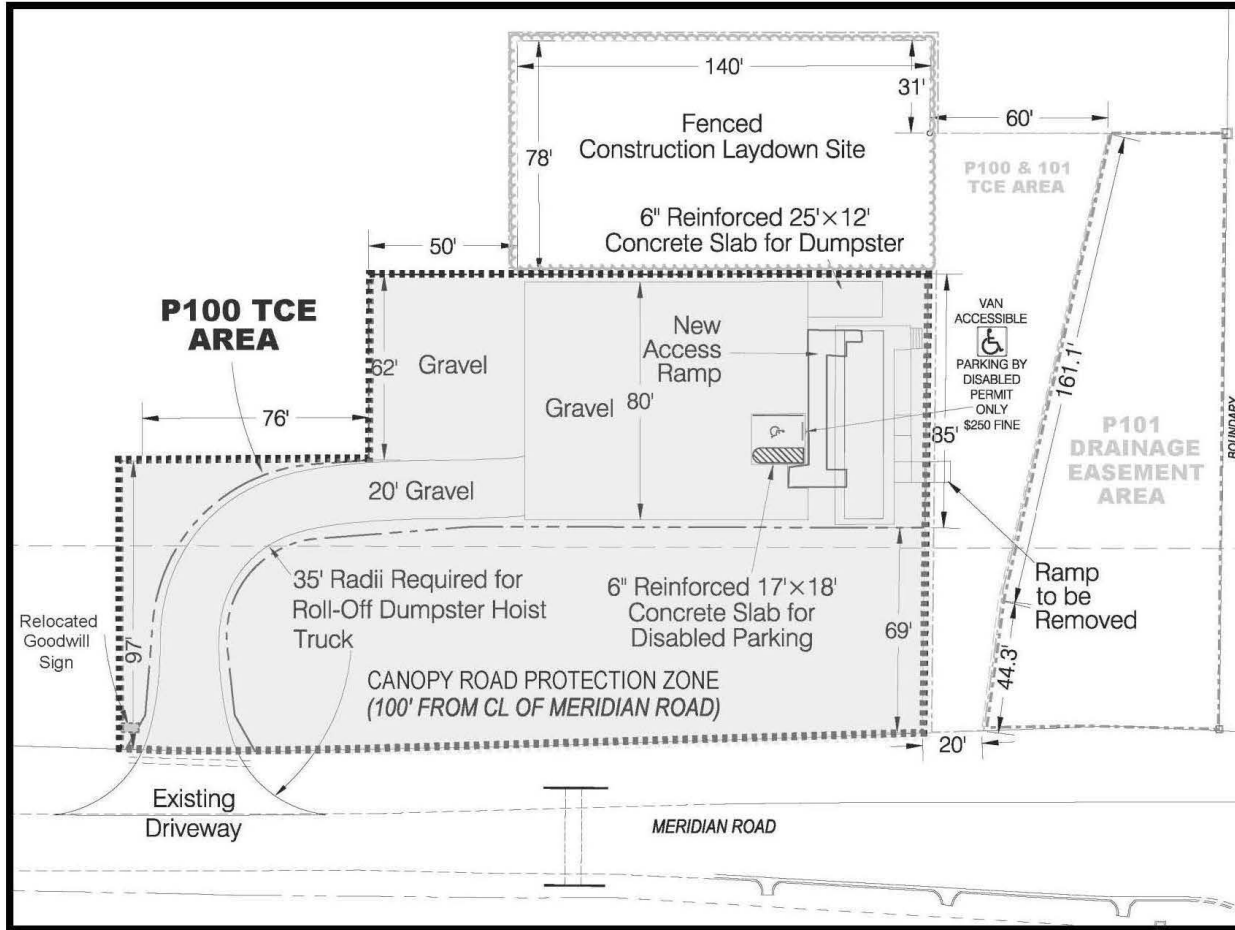


Exhibit 2
Page 1 of 1

Exhibit "H"
Page 13 of 16

Exhibit 3
Parcel 101 Drainage Easement

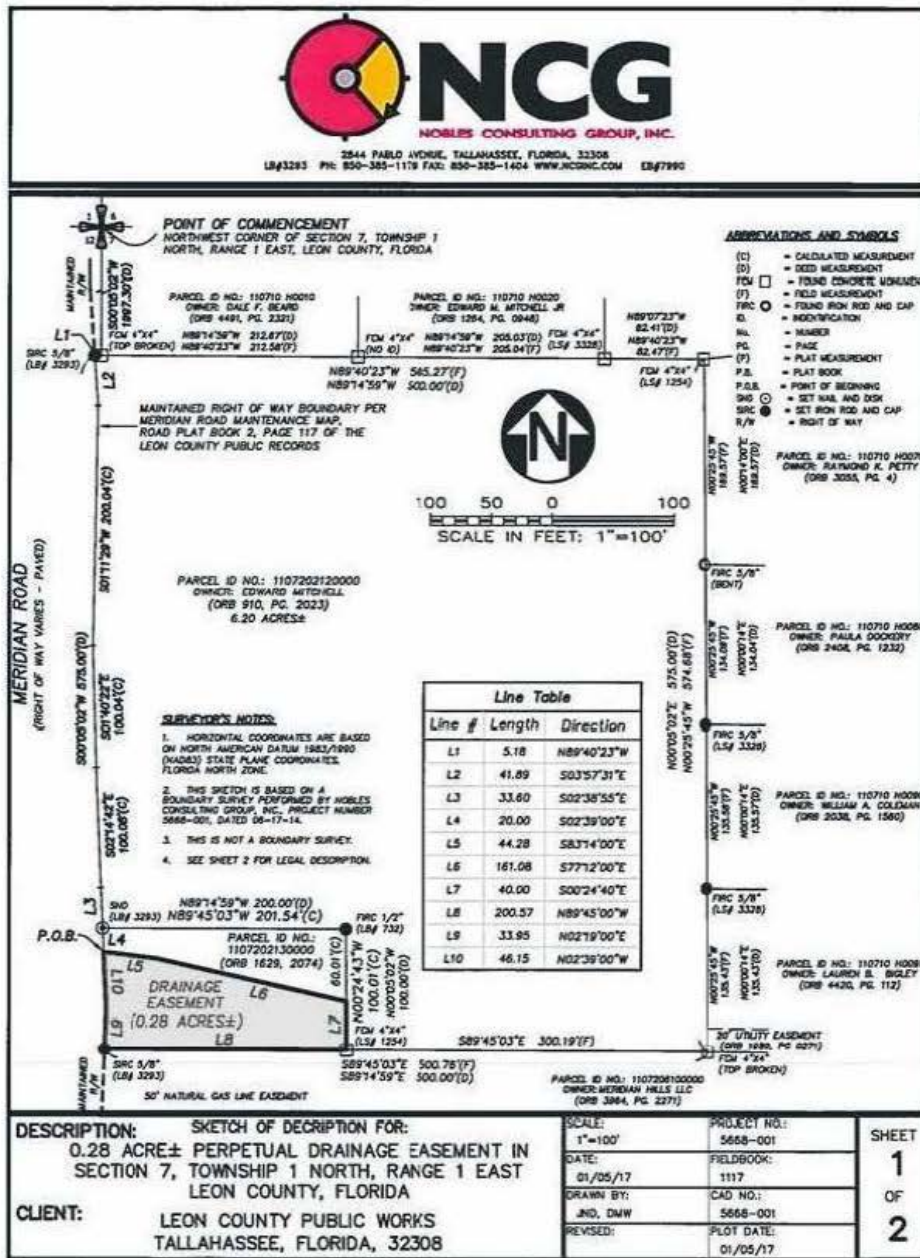



Exhibit 3
Page 1 of 2



NCG
NOBLES CONSULTING GROUP, INC.


2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
LB#3293 PH: 850-385-1178 FAX: 850-385-1404 WWW.NCGINC.COM EB#7880

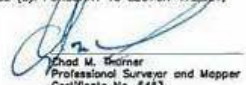
PERPETUAL DRAINAGE EASEMENT
(0.28 ACRES, MORE OR LESS)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN THENCE SOUTH 00 DEGREES 05 MINUTES 02 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID SECTION 7 A DISTANCE OF 1997.30 FEET TO A FOUND 4 INCH BY 4 INCH CONCRETE MONUMENT (BROKEN); THENCE LEAVING SAID WEST BOUNDARY RUN NORTH 89 DEGREES 40 MINUTES 23 SECONDS WEST A DISTANCE OF 5.18 FEET TO THE EASTERLY MAINTAINED RIGHT OF WAY BOUNDARY OF MERIDIAN ROAD (RIGHT OF WAY VARIES); THENCE RUN ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY BOUNDARY AS FOLLOWS: THENCE RUN SOUTH 03 DEGREES 57 MINUTES 31 SECONDS EAST A DISTANCE OF 41.89 FEET; THENCE RUN SOUTH 01 DEGREE 11 MINUTES 29 SECONDS WEST A DISTANCE OF 200.04 FEET; THENCE RUN SOUTH 01 DEGREE 40 MINUTES 22 SECONDS EAST A DISTANCE OF 100.04 FEET; THENCE RUN SOUTH 02 DEGREES 14 MINUTES 42 SECONDS EAST A DISTANCE OF 100.08 FEET; THENCE RUN SOUTH 02 DEGREES 38 MINUTES 55 SECONDS EAST A DISTANCE OF 33.60 FEET TO A SET NAIL AND DISK (LB# 3293); SOUTH 02 DEGREES 39 MINUTES 00 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, LEAVING SAID MAINTAINED RIGHT OF WAY, RUN SOUTH 83 DEGREES 14 MINUTES 00 SECONDS EAST A DISTANCE OF 44.28 FEET; THENCE RUN SOUTH 77 DEGREES 12 MINUTES 00 SECONDS EAST A DISTANCE OF 161.08 FEET TO THE EAST LINE OF THAT PROPERTY MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1629, PAGE 2074 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 24 MINUTES 40 SECONDS EAST A DISTANCE OF 40.00 FEET TO A CONCRETE MONUMENT (LS# 1234) MARKING THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE RUN NORTH 89 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY A DISTANCE OF 200.57 FEET TO THE EAST MAINTAINED RIGHT OF WAY OF MERIDIAN ROAD; THENCE RUN ALONG SAID MAINTAINED RIGHT OF WAY NORTH 02 DEGREES 19 MINUTES 00 SECONDS EAST A DISTANCE OF 33.95 FEET; THENCE RUN NORTH 02 DEGREES 39 MINUTES 00 SECONDS WEST A DISTANCE OF 46.15 FEET TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER SJ-17.052 (S), PURSUANT TO SECTION 472.027, FLORIDA STATUTES




 Chad M. Keiner
 Professional Surveyor and Mapper
 Certificate No. 6483

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DESCRIPTION:	LEGAL DESCRIPTION FOR 0.28 ACRE± PERPETUAL DRAINAGE EASEMENT IN SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA	SCALE: N/A	PROJECT NO.: 5888-001	2
	CLIENT:	LEON COUNTY PUBLIC WORKS TALLAHASSEE, FLORIDA, 32308	DATE: 01/05/17	
		DRAWN BY: JND, DMW	CAD NO.: 5668-001	OF
		REVISED:	PLOT DATE: 01/05/17	2

Exhibit 3
Page 2 of 2

Exhibit 4
Parcels 100 and 101 Temporary Construction Easement

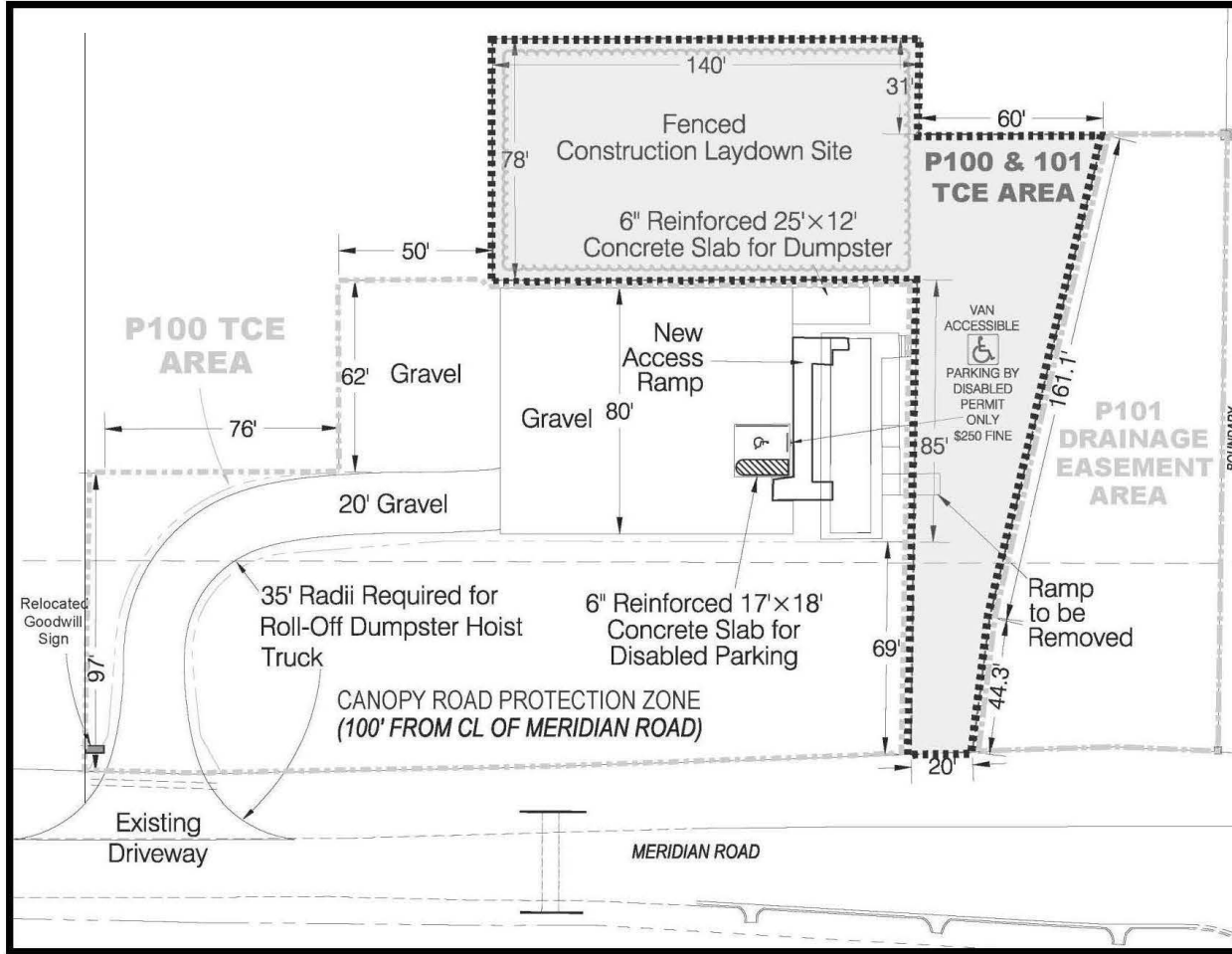


Exhibit 4
Page 1 of 1

Exhibit 'I'
Goodwill Improvements

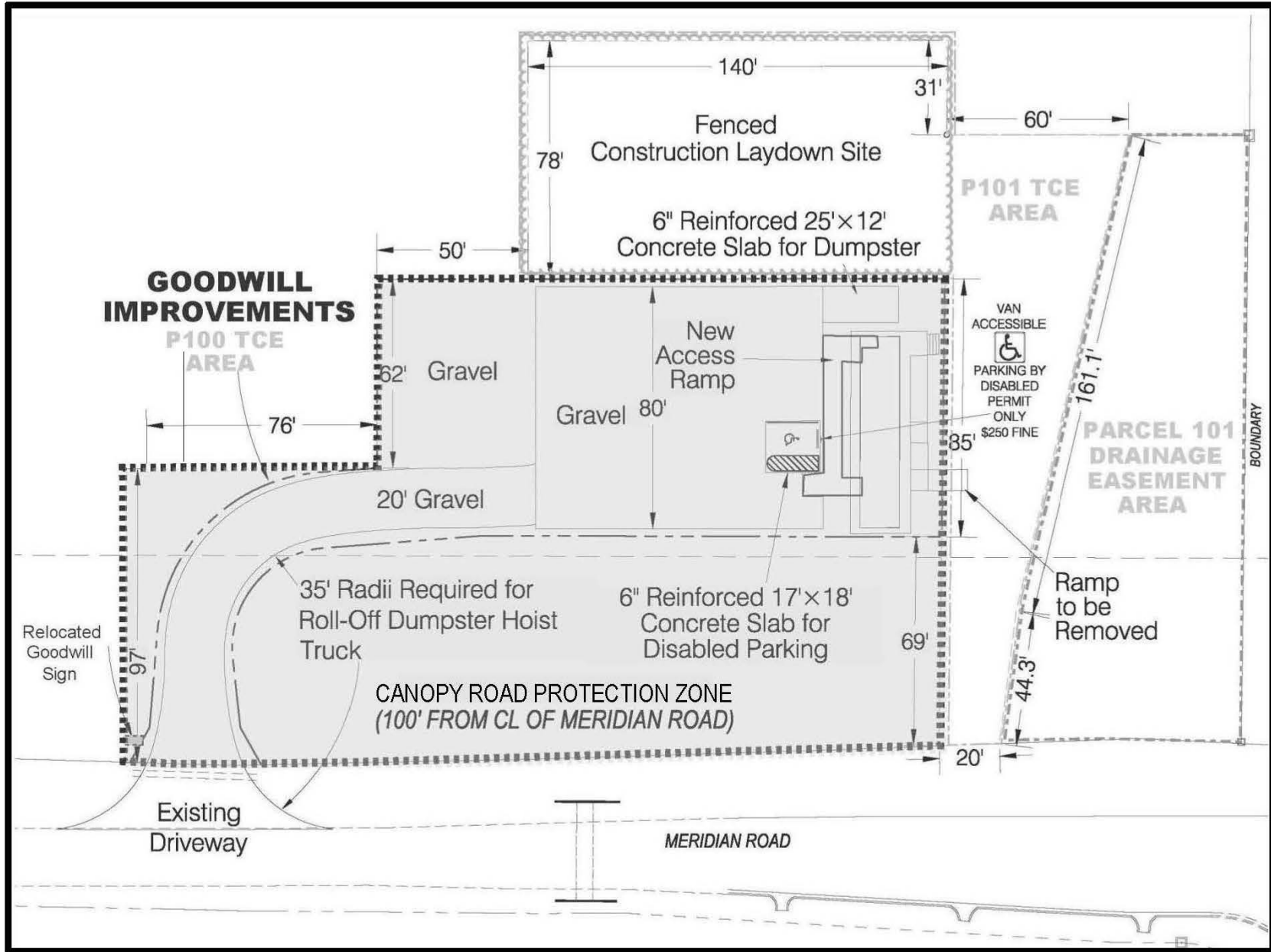


Exhibit "J"

Parcel 102 Conservation and Drainage Easement

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

Fords Arm South Water Quality Improvement Project
Tax ID No. 110710 H0020

CONSERVATION AND DRAINAGE EASEMENT AGREEMENT

THIS CONSERVATION AND DRAINAGE EASEMENT AGREEMENT ("Parcel 102 Easement Agreement") is made in accordance with Section 704.06, Florida Statutes, and executed this ___ day of _____, 2017, by **EDWARD M. MITCHELL, JR.** whose post office address is 1330 Capital Circle NE, Tallahassee, FL 32308, as **Grantor**, to **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, having a mailing address of Division of Real Estate Management, 301 South Monroe Street, Suite 202, Tallahassee, Florida 32301, as **Grantee**.

RECITALS

WHEREAS, Grantor owns in fee simple certain real property in Leon County depicted in **Composite Exhibit "1"** as "**Parcel 102**";

WHEREAS, Grantor and Grantee have entered into this Parcel 102 Easement Agreement pursuant to the terms of a Development Agreement recorded at book _____, and page _____, Official Records of Leon County, Florida ("**Development Agreement**"), as specifically provided for therein;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns the easements set forth herein.

AGREEMENT

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference into this Parcel 102 Easement Agreement.
2. **Title to Parcel 102.** Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.
3. **Grant of Easements**
 - 3.1 **Parcel 102 Conservation Easement.** Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns, a perpetual, non-exclusive conservation easement ("**Parcel 102 Conservation Easement**") over and upon the 1.36 acres within Parcel 102 specifically described in the legal description and sketch attached hereto as part of **Composite Exhibit "1"** ("**Parcel 102 Conservation Easement Area**").
 - 3.2 **Parcel 102 Drainage Easement.** Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns, a perpetual, non-exclusive drainage easement ("**Parcel 102 Drainage Easement**") over and upon the .30 acres within Parcel 102 specifically described in the legal description and sketch attached hereto as part of **Composite Exhibit "1"** ("**Parcel 102 Drainage Easement Area**").

4. **Terms of Parcel 102 Conservation Easement.**

4.1 **Prohibited Uses.** Except as otherwise provided for herein, the following activities are prohibited within the Parcel 102 Conservation Easement Area pursuant to Section 704.06, Florida Statutes:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other vegetation, except for (i) invasive exotic vegetation, and (ii) mowing of grass and weeds.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
- e. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
- g. Acts or uses detrimental to such retention of land or water areas.
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

4.2 **Exemption for Parcel 102 Drainage Easement.** Notwithstanding anything to the contrary contained in the prohibited activities listed in Section 4.1 above, any and all activities associated with Grantee's construction, operation, and maintenance of a drainage ditch ("**Drainage Ditch**") as part of the County Mitigation Project as defined by the Development Agreement shall be exempt from the Section 4.1 prohibited uses, and shall be authorized within the Parcel 102 Drainage Easement Area.

4.3 **Reserved Rights.** Grantor reserves unto itself, and its successors and assigns:

- a. All rights accruing from ownership of Parcel 102 and the Conservation Easement Area, including, but not limited to, the right of Grantor (including Grantor's invitees, successors and assigns) to engage in all uses of Parcel 102 that are not expressly prohibited herein, and which are in compliance with all applicable laws.
- b. All activities as may be approved in writing by the Leon County Department of Development Support and Environmental Management.
- c. Removal or pruning of hazardous, diseased or insect infested trees in the Parcel 102 Conservation Easement Area as may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.
- d. Mowing of grass and weeds to the extent such activity is not inconsistent with the prohibited uses set forth in Section 4.1 above.

4.4 Rights of Grantee.

- a. It is understood that the granting of this Parcel 102 Conservation Easement entitles Grantee to enter the Parcel 102 Drainage Easement Area in a reasonable manner and at reasonable times to assure compliance with the conditions set forth herein.
- b. Grantee shall be permitted to construct, operate and maintain a Drainage Ditch on the portion of the Parcel 102 Conservation Easement Area containing the Parcel 102 Drainage Easement Area, pursuant to the terms of the Parcel 102 Drainage Easement below.

4.5 Grantee's Discretion. Lack of enforcement or insistence upon compliance with any of the terms or conditions of the Parcel 102 Conservation Easement shall not constitute a 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.

4.6 Acts Beyond Grantor's Control. Nothing contained in this Parcel 102 Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in Parcel 102 Conservation Easement Area resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to Parcel 102 or to persons resulting from such causes.

5. Terms of the Parcel 102 Drainage Easement

5.1 Purpose. The Parcel 102 Drainage Easement Area, including the portion falling within the Parcel 102 Conservation Easement Area, shall be used by Grantee for the sole purpose of ingress and egress for the clearance, excavation, construction, operation, and maintenance of the Drainage Ditch that is part of the County Mitigation Project as that term is defined by the Development Agreement.

5.2 Operation and Maintenance. Grantee's specific operation and maintenance obligations for the Drainage Ditch and the Parcel 102 Drainage Easement Area shall include but not be limited to regularly inspecting and maintaining the Drainage Ditch in good order and repair and in proper operating condition.

5.3 Reservation of Rights. Grantor reserves unto itself and its successors and assigns all rights accruing from ownership of Parcel 102 and the Parcel 102 Drainage Easement Area, including, but not limited to, the right of the Grantor (including Grantor's invitees, successors and assigns) to engage in all uses of Parcel 102 that are not expressly prohibited herein, and which are in compliance with all applicable laws.

6. Easements Running with the Land. The easements, agreements and covenants set forth above in this Parcel 102 Easement Agreement are of a commercial nature, freely transferable, and are intended to be, and shall be construed as easements, agreements and covenants appurtenant to and running with the land and the burdens and benefits of said easements, agreements and covenants shall run with the title to Parcel 102, and shall bind and inure to the benefit of the Parties, their successors in title and assigns.

7. Dedication. The rights granted to the Grantee in this Parcel 102 Easement Agreement shall not be deemed a public dedication of all or any portion of Parcel 102 for public use. No

members of the public shall be granted access to any portion of Parcel 102 without Grantor's prior written authorization.

8. **Indemnification by Grantee.** To the extent allowed by the Constitution and laws of the State of Florida, including Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify, defend, save, and hold harmless Grantor, its officers, agents, contractors and employees, from any and all claims, demands, liabilities, and suits arising out of Grantee's (including Grantee's officers, agents, contractors and employees) use of the Parcel 102 Conservation Easement Area and the Parcel 102 Drainage Easement Area.

9. **Applicable Law.** This Parcel 102 Easement Agreement shall be construed in accordance with the laws of the State of Florida.

10. **Severability.** If any provision of this Parcel 102 Easement Agreement, or the application thereof to any person or circumstances, shall be for any reason and to any extent be invalid or unenforceable, the remainder of this Parcel 102 Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforce to the greatest extent permitted by law.

11. **Further Assurances.** Each party hereto agrees to give further assurances to each other party hereto, by way of executing such other and further instruments and documents as may be reasonably necessary to effectuate and carry out the intents and purposes of this Parcel 102 Easement Agreement.

12. **Counterparts.** This Parcel 102 Easement Agreement may be executed in counterparts, each of which shall be deemed an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

13. **Effective Date.** The effective date of this Parcel 102 Easement Agreement shall be the date upon which the last of the Parties signatures is evidenced herein (the "Effective Date").

IN WITNESS WHEREOF, Grantor and Grantee have caused these covenants to be executed and their seal to be affixed hereto on the day and year first above written.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS THIS PAGE]

Signed, sealed and delivered
in the presence of:

EDWARD M. MITCHELL, JR.

(Signature)

(Typed or Printed Name)

(Signature)

(Typed or Printed Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by Eddie Mitchell, who is personally known to me or who has produced _____
_____ as identification, and who did take an oath.

NOTARY PUBLIC

Signature _____
Typed or printed name _____
My Commission expires _____

Signed, sealed and delivered
in the presence of:

LEON COUNTY, FLORIDA

(Signature)

(Typed or Printed Name)

(Signature)

(Typed or Printed Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by _____, as _____, who is personally known to me or
who has produced _____ as identification, and who did take an
oath.

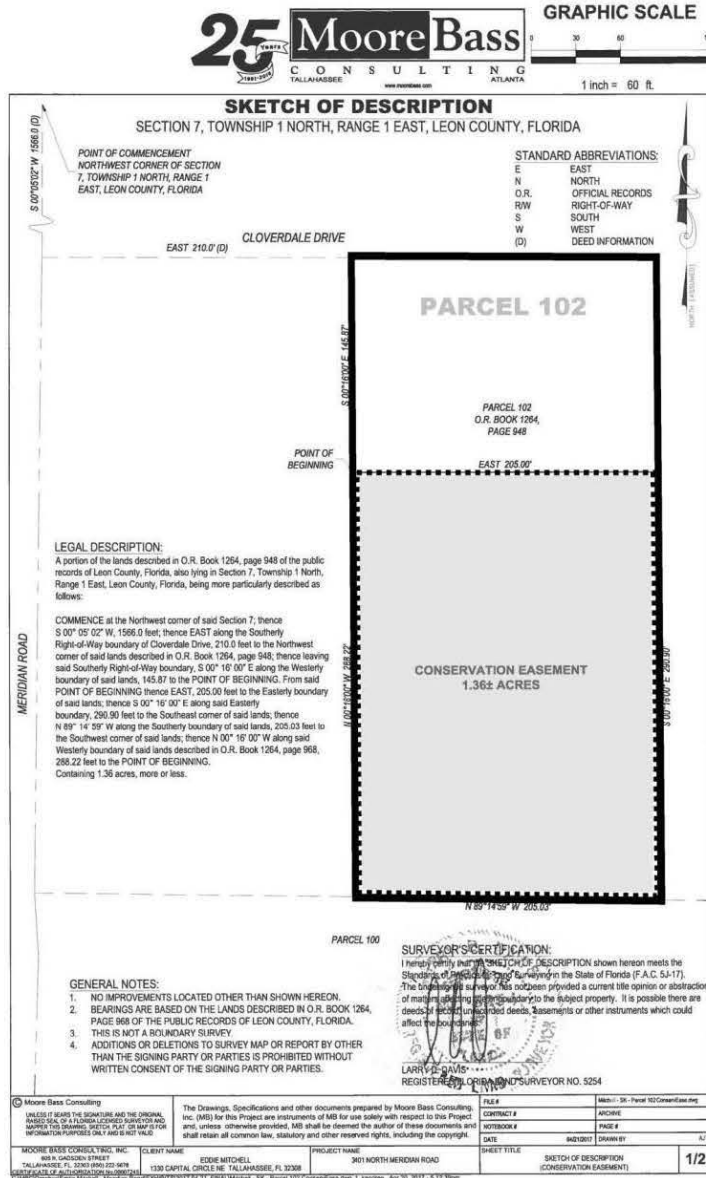
NOTARY PUBLIC

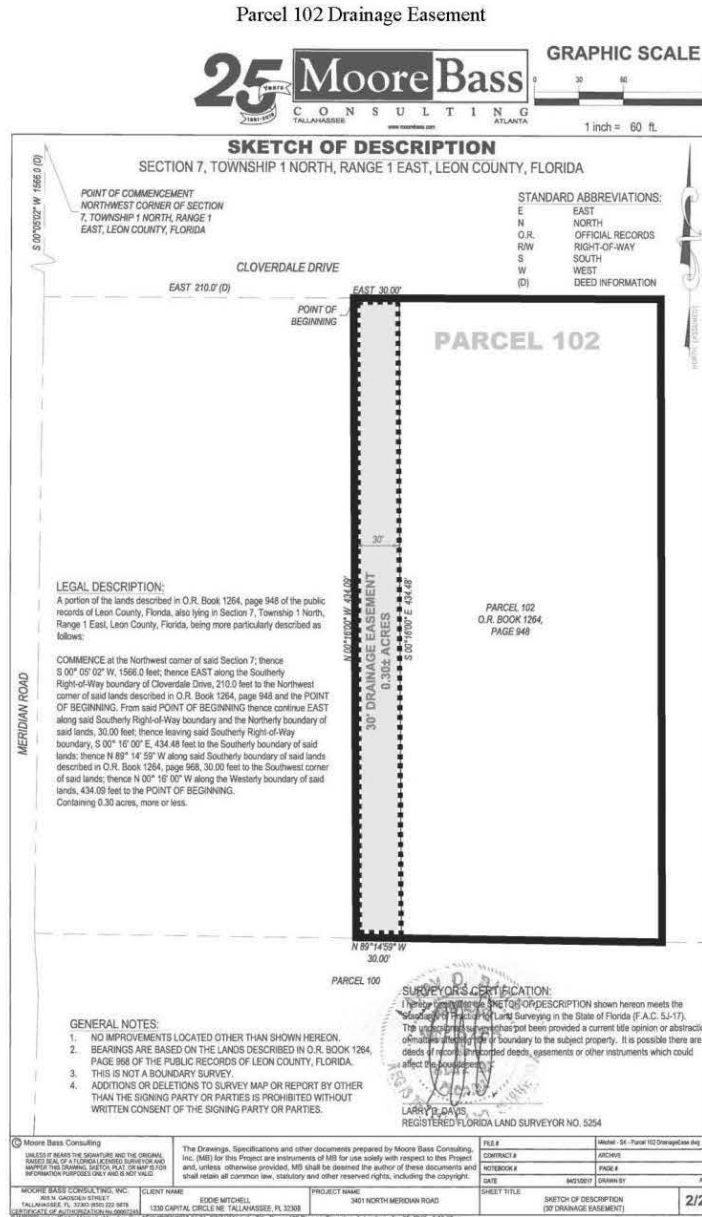
Signature _____
Typed or printed name _____

My Commission expires _____

Composite Exhibit 1
Parcel 102 Conservation Easement
Parcel 102 Drainage Easement

Parcel 102 Conservation Easement





#5633317 v8

Exhibit "K"

FEMA Regulated Floodway Plan

NOTE: A full-size color-coded copy of this reduced exhibit is available by contacting the Leon County Administrator's Office

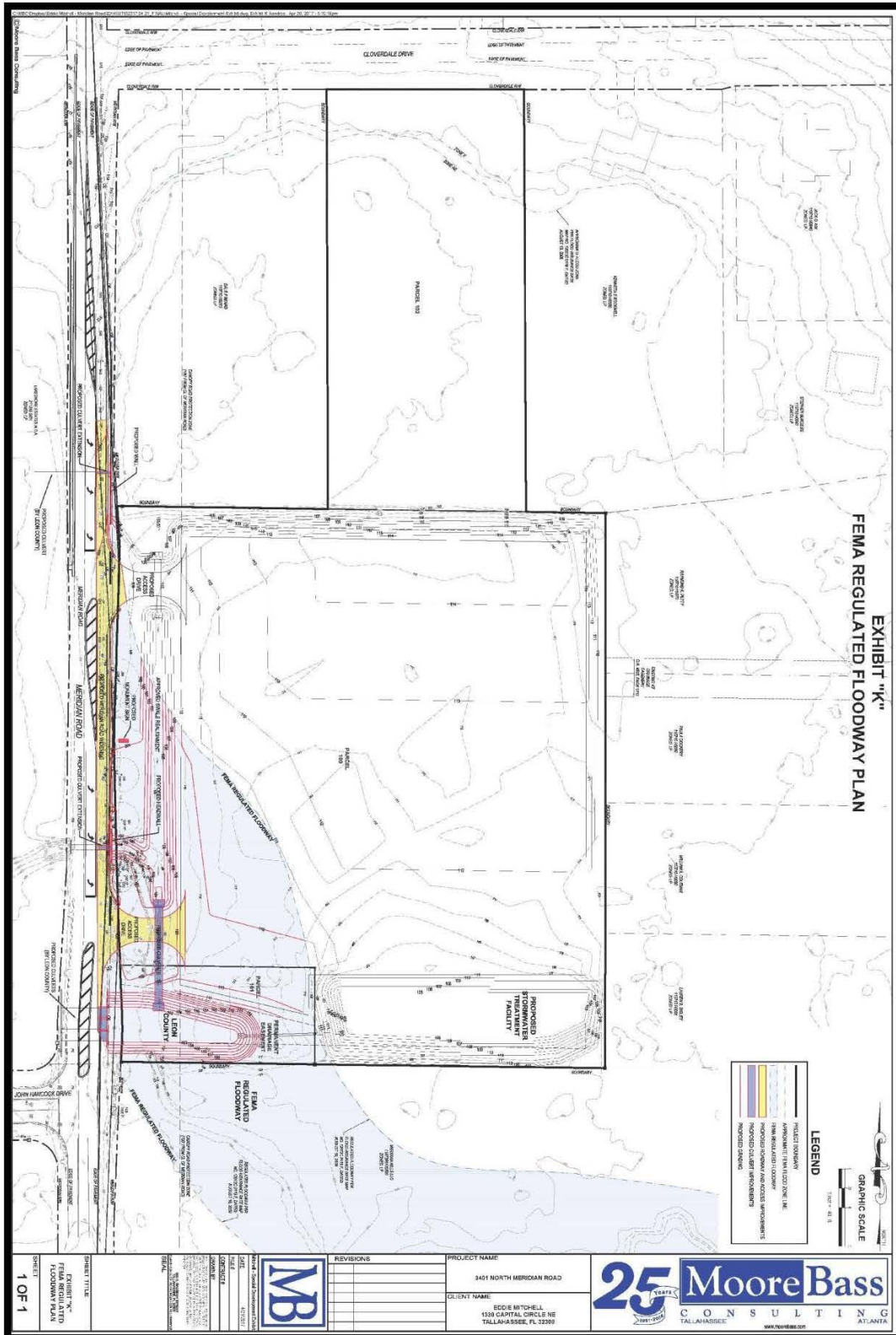


Exhibit “L”

Architectural Design, Lighting and Sign Standards

Purpose. It is the intent of this exhibit to provide architectural, lighting and sign design standards for development within Parcels 100 and 101 as described in the associated Development Agreement. The following elements shall be incorporated into the design of the site to enhance off-site visual impacts and promote compatibility with adjacent residential properties, and to incorporate design elements and concepts typical of the Tallahassee/Leon County area.

Section I. Architectural Design. The following design elements and concepts shall be incorporated into the final development plans for the property.

- a) *Architectural features that provide visual interest from the pedestrian’s perspective through the integration and application of architectural details and appropriate scale.* Standardized storefronts, excessive use of plate glass and uninterrupted façade planes shall be avoided. Store front windows shall be framed to provide interest and detail, and to break-up an unarticulated solid glass appearance. There shall be a combination of materials used for store front facades rather than using an all glass and aluminum scheme. Façade treatments such as, but not limited to, canopies, overhangs, arcades, gabled entryways, and porticos are some examples of treatments that will facilitate pedestrian scale and interest.
- b) *Building facades that are designed to reduce the mass/scale and uniform monolithic appearance of large, unadorned walls.* Buildings shall incorporate windows along fifty percent (50%) or more of the horizontal length of the primary customer entrance façade. Faux window treatments may be utilized to attain the minimum.
- c) *The incorporation of architectural details and elements to provide visual interest at a pedestrian scale.* The overall architecture style of a building’s façade shall incorporate elements and details that promote a pedestrian scale. These treatments shall include multiple architectural details and trim components consisting of changes in color, texture, material, and the expression of architectural or structural bays via a change in plane using a reveal, offset or projecting rib. Uninterrupted blank wall facades shall be avoided. Refuse collection containers (e.g. dumpsters) shall be screened using building materials and design elements consistent with the principal structure. Landscaping shall be required around screening walls for refuse collection containers whenever they are visible from public view.
- d) *Variation in building mass, height, and width so the building appears divided or articulated into distinct massing elements and details perceived at the pedestrian scale.* Building facades shall be designed to reduce the mass, scale and uniform monolithic appearance of large, unadorned walls. This may be accomplished by varying the building’s mass in height and width so it appears divided into distinct massing elements

with details perceived at the pedestrian scale. Exterior facades shall also be designed with projections and recesses of varying depths.

- e) *The incorporation and integration of appropriate exterior building materials and colors consistent with the local vernacular style.* The exterior building materials and colors should reflect the local vernacular style and shall be indigenous to the area. Natural, subdued "earth tone" colors shall be utilized. High quality, man-made materials such as stucco and tinted or textured concrete masonry units are acceptable. Primary colors may only be used for accents. Excessively brilliant, metallic or reflective colors shall be avoided. Exterior building materials not recommended for use are plastic or vinyl siding, corrugated or reflective metal panels, sheathing, tile or smooth or rib-faced concrete blocks or panels, stone in an ashlar or rubble look or other simulated natural materials.
- f) *The use of roof forms that provide visual interest and reflect the primary elements of local vernacular architecture.* Elemental to the local vernacular is the use of varied and articulated sloping roof forms. Gabled roofs are typical for this style. The use of dormers which provide an additional element of architectural detail and interest to uninterrupted roof planes is also common. Flat roofs shall only be permitted in limited areas such as entrance canopies, walkway connections, storage and mechanical equipment areas, arcades, etc. Appropriate roof materials include metal standing seam, shakes, shingles and tile. Primary or bright colors shall be avoided. Variations in roof lines and height shall be used to increase visual interest. Multiple roof slope planes which incorporate gables are encouraged. Rooftop mechanical equipment shall be shielded so as to not be visible from public view.

Section II. Lighting standards. These standards shall be incorporated in the final development plans to limit offsite lighting impacts to adjacent residential properties.

- a) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood or spot lights used as general grounds lighting are permitted. "Shoebox" or "cobra head" style light fixtures shall be prohibited. Security lighting is permitted where ballasts and filters are recessed and lighting is downward directed.
- b) Lighting for off-street walkways shall not exceed ten (10) feet in height.
- c) Parking lighting shall not exceed twenty (20) feet in height.
- d) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed one footcandles.
- e) A photometric plan shall be provided at the time of site and development plan application to demonstrate compliance with the referenced lighting standards.

Section III. Low Impact Design. In order to further reduce the impact in stormwater runoff, the development may incorporate low impact design elements to the greatest extent practicable.

- a) All parking areas shall be of an approved pervious material, unless determined by the Parking Standards Committee that an alternative would be more appropriate.
- b) The development shall utilize shared parking where appropriate.
- c) The development shall utilize native xeriscape landscaping and turf shall be kept to a minimum.
- d) The development shall utilize inverted landscape islands, rain gardens and other similar low impact designs concepts unless determined infeasible by Environmental Services.

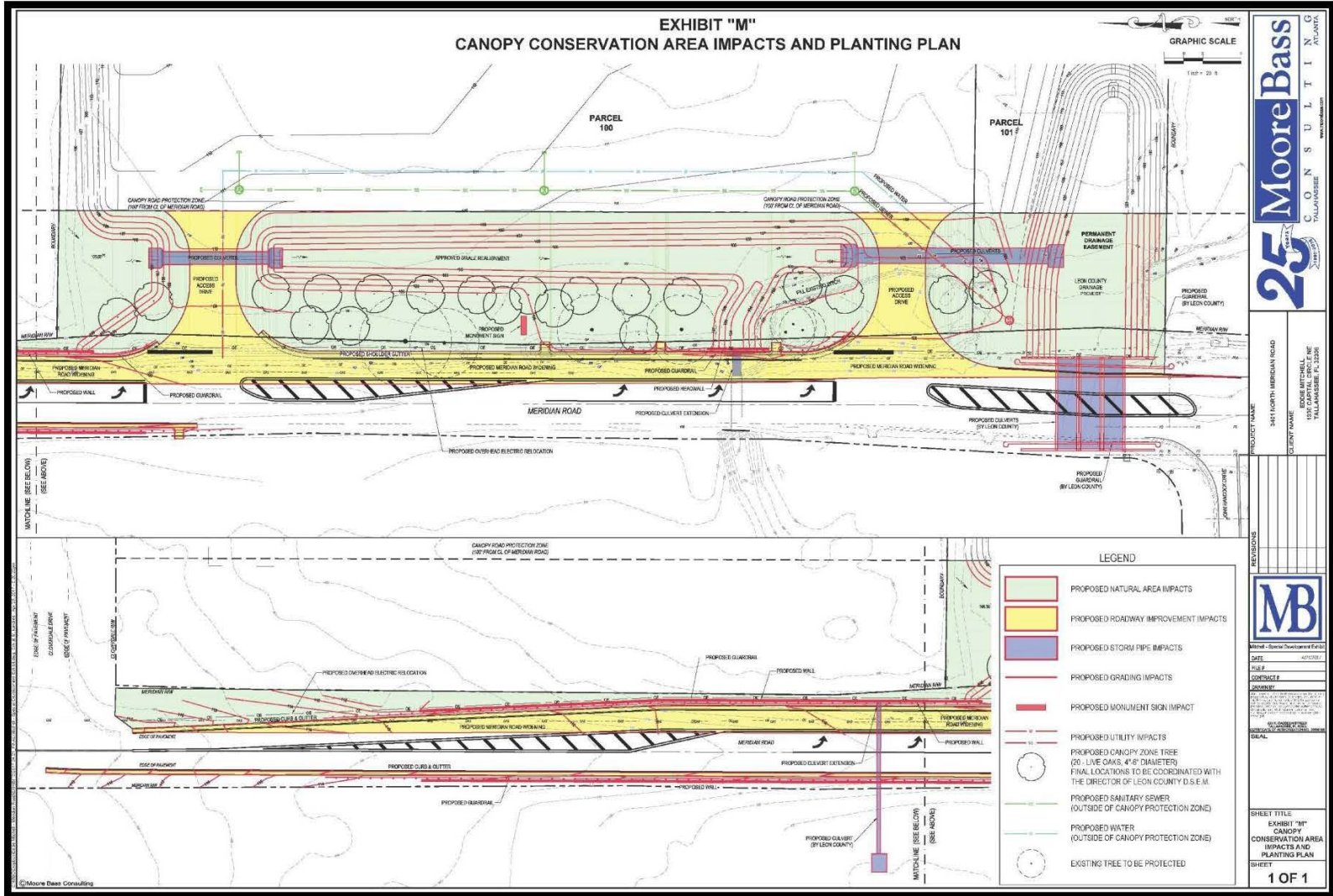
Section IV. Signs. The standards for signage are intended to provide signage that is compatible with perimeter landscaping, and enhance the pedestrian environment. In addition to the rights provided to the Developer under the applicable sign ordinance, the combined parcels shall be allowed one (1) ground sign, that may contain multiple signs. Each tenant space shall be allowed one (1) wall sign.

- a) All signs, both ground and wall signs, shall be externally illuminated. Lighting for wall signs shall be neck-down lighting.
- b) The ground sign shall be monument-type and shall not exceed 10 feet in height as measured from grade. Ground signs shall incorporate exterior material and finish consistent with the façade and architectural theme of the primary on-site structure.
- c) Each tenant shall be allowed one blade sign or under canopy sign per sidewalk frontage not to exceed six square feet and shall not to exceed the width of the canopy.
- d) Digital, flashing or animated signs are prohibited.
- e) Off-site advertising (billboard) signs are prohibited.
- f) Window graphics that cover more than 25% of the window face are prohibited.

Exhibit "M"

Canopy Conservation Area Impacts and Planting Plan

NOTE: A full-size color-coded copy of this reduced exhibit is available by contacting the Leon County Administrator's Office



NOTICE OF INTENT TO CONSIDER DEVELOPMENT AGREEMENT

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, May 9, 2017, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider a proposed Development Agreement for three parcels, collectively referred to as the "Property", which are identified as Parcel 100 (Parcel ID No. 1107202120000) and Parcel 101 (Parcel ID No. 1107202130000), located on the east side of Meridian Road near the intersection of John Hancock Drive, and Parcel 102 (Parcel ID No. 110710 H0020), located adjacent to Cloverdale Drive. The proposed Development Agreement is being considered by the County in conjunction with the County's Mitigation Project associated with the Fords Arm South (Lake Jackson) Water Quality Improvement Project.

The proposed development uses on the Property include the following. Parcel 100 is vested and authorized for the development of 69,000 square feet of commercial uses, which may include office and/or retail. Parcel 100 has no proposed residential uses, and thus no population densities. The building height for Parcel 100 will be restricted to 35 feet. Parcel 101 is authorized for development in conjunction with Parcel 100 as part of an overall plan of development for Parcels 100 and 101, and the authorized land uses for Parcel 101 include, but are not limited to the following: landscaping, asphalt and concrete paving, underground and overhead utilities, stormwater facilities, fencing, signage, lighting, driveway connections, and grading. No buildings shall be located on the area contained within Parcel 101, thus there are no building intensities or heights. The authorized land uses for Parcel 102 include the development of a single-family residential unit and accessory uses and structures that support the residential unit. The population density of Parcel 102 will be that which is associated with one single-family residential unit. The building height for Parcel 102 will be restricted to 35 feet.

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 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), or 1-800-955-8770 (Voice), or 711 via Florida Relay service.

Copies of the Development Agreement may be inspected at the following location during regular business hours:

Department of Development Services and Environmental Management
435 N. Macomb Street
Renaissance Center, 2nd Floor
Tallahassee, Florida 32301
Telephone: (850) 606-1300

**Leon County
Board of County Commissioners**


Notes for Agenda Item #22

Leon County Board of County Commissioners

Agenda Item #22

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Russell Snyder, Administrator, Land Use Planning Mary Jean Yarbrough, Senior Planner, Land Use Division

Statement of Issue:

This agenda item seeks the Board's approval to conduct the first and only public hearing and adopt the proposed ordinance amending the Official Zoning Map to change the zoning classification from the Office Residential (OR-2) zoning district to the Commercial Parkway (CP) zoning district. The property is 1.37 ± acres and is located approximately 750 feet south of the intersection of McKee Road on the west side of North Monroe Street (3618 North Monroe Street). The applicant is Envision Credit Union. The proposed ordinance, including a location map, is included as Attachment #1.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1) amending the Official Zoning Map to change the zoning classification from the Office Residential (OR-2) zoning district to the Commercial Parkway (CP) zoning district.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

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Report and Discussion

Background:

This application requests a change to the Official Zoning Map from the OR-2 zoning district to the CP zoning district on approximately 1.37 acres. The subject property is located approximately 750 feet south of the intersection of McKee Road and North Monroe Street and is home to an Envision Credit Union. The rezoning Ordinance and map is included as Attachment #1. A current zoning map of the site is included as Attachment #2.

Historic Zoning: The 1989 Historic Zoning Atlas indicates that the historic zoning on the property was General Commercial (C-2). The C-2 zoning district allowed a variety of retail and commercial uses.

1990: When the 1990 Tallahassee-Leon County Comprehensive Plan was adopted the subject parcel was placed in the Mixed Use-A Future Land Use Map (FLUM) Category.

1992: The Official Zoning Map for Leon County was adopted by Ordinance #92-11 to implement the 1990 Tallahassee-Leon County Comprehensive Plan. The subject parcel was zoned Office-Residential-2 (OR-2).

1998: An approximately 2,954 square foot one-story structure was constructed on the site to accommodate a credit union.

2006: The Comprehensive Plan was amended to change the FLUM category of the subject parcel from Mixed Use A to Suburban, as a component of Comprehensive Plan reform.

January 3, 2017: At the recommendation of staff and the approval of the property owner, the Planning Commission initiated a rezoning of the site from the OR-2 zoning district to the CP zoning district.

Planning Commission Discussion

April 5, 2017: The Planning Commission held a public hearing on this item and voted (4-0) to recommend that the Board of County Commissioners (BCC) adopt the proposed Ordinance. There were no public speakers and the commissioners had no questions for staff.

Analysis:

In accordance with Section 10-6.205(b) 11 (Procedures for Ordinance and Official Zoning Map Amendments) of the *Leon County Code of Ordinances*, the County shall consider the following in determining whether to recommend approval or denial of an application:

1. *Comprehensive Plan.* Is the proposal consistent with all applicable policies of the adopted Comprehensive Plan?

Yes. The subject property is located in the Suburban Future Land Use Map (FLUM) Category. According to Land Use Policy 2.2.5 (Attachment #3), it is the intent of the Suburban FLUM Category “[t]o create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. The [Suburban FLUM Category] predominantly consists of single-use projects that are interconnected whenever feasible.”

The proposed CP zoning district allows a variety of office, community service and commercial land uses that will help to balance and promote the mixed use development pattern included in the Suburban category. Specifically, the proposed rezoning will implement the “Suburban Corridor” pattern identified in Land Use Policy 2.2.5 [L] that allows residential, recreational, light infrastructure and community service, office, and commercial at a residential density of up to 16 units per acre and a non-residential intensity of up to 25,000 square feet per acre.

Land Use Policy 2.2.3 [L] Residential Preservation future land use category states the following; “New or redeveloped commercial uses adjoining residential preservation designated areas shall mitigate potential impacts by providing a transitional development area between the commercial uses and residential preservation uses and only those commercial activities which are compatible with low density residential development in terms of size and appearance shall be allowed.” A number of factors shall be considered, which can be found in said policy under section (e) and shall be implemented during the site plan process should this site decide to redevelop in the future.

2. *Conformance with the Land Development Regulations.* *Is the proposal in conformance with any applicable substantive requirements of the land development regulations, including minimum or maximum district size?*

Yes. The proposed rezoning conforms to the land development requirements of the CP zoning district. In accordance with Section 10-6.649 of the Leon County Land Development Code (Attachment #4), the CP zoning district is intended to be located in areas designated Suburban on the future land use map of the comprehensive plan and shall apply to areas 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.” There is a specific requirement in Section 10-6.649 that all new CP districts have access to an arterial or major collector street. The subject site has access to North Monroe Street, which is a principal arterial roadway.

A comparison of existing and proposed uses in the OR-2 and CP zoning districts is provided in Table 1, and a comparison of the allowable density and intensity is contained in Table 2.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

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Table 1: Comparison of Existing and Proposed Permitted Uses		
Permitted Uses	Zoning Districts	
	OR-2	CP
Antique shops	X ⁽¹⁾	X
Armored truck services		X
Automotive sales and rental (any kind)		X
Automotive service and repair, including car wash		X
Automobile—retail, parts, accessories etc.		X
Banks and other Financial Institutions	X	X
Bait and Tackle shops		X
Broadcast Studios	X	X
Building contractors and related serves		X
Camera and Photography store		X
Cemeteries		X
Cocktail lounges and bars		X
Commercial kennels		X
Community Facilities including libraries, religious facilities, vocational schools, elementary and middle schools, police/fire stations, and charitable donation stations. Others facilities in accordance with Section 10-6.806	X	
Community Facilities including libraries, religious facilities, vocational schools, police/fire stations, and charitable donation stations. Others facilities in accordance with Section 10-6.806. Elementary, middle schools, and high schools are prohibited.		X
Day care center	X	X
Golf Courses	X	X
Gift, novelty and souvenir shops		X
Hotels and Motels, including bed and breakfast	X	X
Indoor amusements (bowling, billiards, skating, etc.)		X
Indoor theatres (including amphitheaters)		X
Laundromats, laundry and dry-cleaning pick up stations	X ⁽¹⁾	
Lawn or tree removal services		X
Mailing services	X ⁽¹⁾	X
Medical and dental offices, labs and clinics	X	X
Manufactured homes sales lots		X
Mortuaries		X
Motor vehicle fuel sales	X ⁽¹⁾	X
Motor vehicle racing tracks, go carts etc.		X
Non-medical offices and services, including businesses and government	X	X
Non-store retailers		X
Nursing home, including other residential care facilities	X	X
Outdoor Amusements (golf courses, batting cages, driving ranges, act.)		X
Off-Street Parking	X	X
Passive and active recreation	X	X
Pawn Stores		X
Personal Services (barbers, fitness clubs etc.)	X	X
Pest control services		X
Photocopying and duplication services		X
Printing and publishing		X
Recreational vehicle park		X
Rental and sales of dvds, video tapes and games	X ⁽¹⁾	X

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

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Permitted Uses	Zoning Districts	
	OR-2	CP
Rental tools, small equipment, party supplies		X
Repair service, non-automotive	X ⁽¹⁾	X
Residential, multi-family (up to 16 units per acre)	X	X
Residential, any type, located on or above the second floor of any structure containing non-residential development on the first floor, up to 16 units per acre	X ⁽¹⁾	X
Restaurants, with or without drive-in facilities	X ⁽¹⁾	X
Retail bakery	X ⁽¹⁾	X
Retail caskets and tombstones		X
Retail computer, video, record, electronics		X
Retail department, apparel, and accessory stores		X
Retail drug store with drive thrus (only allowed in a business park development)	X	X
Retail drug store	X ⁽¹⁾	X
Retail florist	X ⁽¹⁾	X
Retail food and grocery (only allowed in a business park development)	X	
Retail food and grocery	X ⁽¹⁾	X
Retail furniture, home appliances, accessories	X ⁽¹⁾	X
Retail home/garden supply, hardware, nurseries	X ⁽¹⁾	X
Retail jeweler		X
Retail needlework shop and instruction		X
Retail newsstand, books, greeting cards	X ⁽¹⁾	X
Retail office supplies		X
Retail optical and medical supplies		X
Retail package liquors		X
Retail pet stores	X ⁽¹⁾	X
Retail picture framing		X
Retail sporting goods and toys stores		X
Retail trophy stores		X
Self-moving operation		X
Retail shoes, luggage and leather products		X
Sign shops		X
Single-family attached	X	
Single-family detached	X	
Social, fraternal, and recreational clubs/lodges, including assembly halls	X	X
Stand-alone restaurants without drive thrus (only allowed in a business park development)	X	
Studios for photography, music, art, drama, voice	X	X
Two-family dwellings	X	
Tailoring	X ⁽¹⁾	X
Towing, wrecking and recovery service		X
Trailer sales and service		X
Veterinary service, including veterinary hospital	X	X
Zero-lot line single-family detached dwellings	X	
Warehouses, mini-warehouses, or self-storage facilities.		X

⁽¹⁾ Use must be on the first floor of multi-story building containing office and/or residential uses on any floor above the first floor. See Attachment #4: §10-6.649 CP Commercial Parkway; §10-6.643, OR-2 Office Residential district charts.

Table 2: Development Intensity Allowed by District				
Zoning District	Maximum Residential Density	Maximum Non-Residential Building Size	Allowable Density for Subject Site (1.37 acres)	Allowable Non-Residential Intensity for Subject Site (1.37 acres)
CP (Proposed)	16 du/acre	25,000 sf per acre; or 200,000 square feet of commercial per parcel; storage areas within buildings not to exceed 50,000 square feet. Max. 4 stories.	21 dwelling units	34,250 sf of Commercial
OR-2 (Existing)	8* - 16 du/acre	20,000 square feet of non-residential per acre. Max. 3 stories.	21 dwelling units	27,400 sf of Commercial/office
Net Change in Use			+/- 0 Units	+6,850 sf of Commercial

*Minimum density is 8 du/acre unless constrained by concurrency or preservation/ conservation features

3. Changed Conditions. *Have the land use and development conditions changed since the effective date of the existing zoning district regulations involved, which are relevant to the properties?*

Yes. In February, the BCC approved the rezoning of the parcel located directly north of the subject site from OR-2 to CP. The segment of North Monroe Street on which the subject site is located has shown an increase in commercial redevelopment in the past two or three years. A property located approximately 180 feet north of the subject site was rezoned from OR-2 to CP in 2014 and now accommodates a retail auto parts store. Additionally, the CP-zoned property that is located on the other side of the parcel directly north of the subject site has recently submitted a site plan to construct a Dollar General store.

4. Land Use Compatibility. *Will the proposal result in any incompatible land uses, considering the type and location of uses involved?*

No. As indicated in Table 3, there are single-family homes to the west of the property, a tree service business to the south, a vacant strip center to the north, and the subject property is adjacent to North Monroe Street with a restaurant across the street.

As indicated in Table 1, both the existing OR-2 zoning district and the proposed CP zoning district would allow the development of a variety of office, retail and multi-family land uses on the subject site adjacent to the single family properties. Some of the uses allowed in the CP zoning district are more intense than those allowed in the OR-2 zoning district, such as automobile repair and cocktail lounges. All potential retail, office or multi-family development on the site would be required to meet requirements for vegetative buffers to mitigate the sight and sound impacts of the development to the adjacent single family homes.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

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However, it should be noted that the subject site is immediately adjacent to North Monroe Street, a high-volume, multi-lane roadway. Development will be oriented toward North Monroe Street and the property is adjacent to other CP properties.

Table 3: Surrounding Zoning and Land Use				
Area	Zoning	Land Use	Physical Use	Comments
Subject Parcel	OR-2	Suburban	Financial Institution	Envision Credit Union
North	CP	Suburban	Vacant retail building	Formerly Brian Barnhard Flooring
South	OR-2	Suburban	Tree service business	AAA Tree Experts
East	LP	Lake Protection	Arterial roadway and retail store	North Monroe Street and The Family Diner
West	RP	Residential Preservation	Single-family homes	Northside Court Subdivision

5. School Considerations. *Is there capacity in area schools? What effects on enrollment could the proposed rezoning have on area schools?*

Pursuant to the Interlocal Agreement for Tallahassee-Leon County and Leon County Schools Public School Concurrency and Facility Planning, school district staff analyzed the zoning change and did not identify any issues. The current school impact analysis can be viewed in Attachment #5.

6. Other Matters. *Are there any other matters, which the Commission may deem relevant and appropriate?*

No.

Public Notification & Response:

This request has been noticed and advertised in accordance with the provisions of the Leon County Code of Ordinances (Attachment #6). The Planning Department mailed 108 notices to property owners within 1,000 feet of the subject property, which included a representative from the Old Bainbridge Canopy Homeowners Association. To date, the Planning Department has received one response from an adjoining property owner who supports the proposed rezoning because they think the rezoning will improve the land value of properties located along North Monroe Street (Attachment #7).

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District

May 9, 2017

Page 8

Options:

1. Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1) amending the Official Zoning Map to change the zoning classification from the Office Residential (OR-2) zoning district to the Commercial Parkway (CP) zoning district.
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending the Official Zoning Map to change the zoning classification from the Office Residential (OR-2) zoning district to the Commercial Parkway (CP) zoning district.
3. Board direction.

Recommendation:

Option # 1.

Attachments:

1. Ordinance/Location Map
2. Zoning Map of Subject Property and Surrounding Area
3. Comprehensive Plan Policies
4. Land Development Regulations
5. School Impact Analysis Form
6. Legal Ad
7. Citizen Comment

LEON COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE OR-2 OFFICE RESIDENTIAL-2 ZONING DISTRICT TO THE CP COMMERCIAL PARKWAY ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Official Zoning Map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to the following described real property:

PRZ170001: From Office Residential (OR-2) to Commercial Parkway (CP)

LEGAL DESCRIPTION:

PART OF LOT 362 OF THE PLANTATION OF THE FLORIDA PECAN ENDOWMENT COMPANY , A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 4, OF THE PUBLIC RECORDS OF LEON COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT AN EXISTING CONCRETE MONUMENT (NO CAP) AT THE NORTHWEST CORNER OF SAID LOT 362 OF THE PLANTATION OF THE FLORIDA PECAN ENDOWMENT COMPANY AND RUN THENCE SOUTH 00 DEGREES 22 MINUTES 47 SECONDS EAST 182.58 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00 DEGREES 22 MINUTES 47 SECONDS EAST 152.62 FEET; RUN THENCE SOUTH 80 DEGREES 53 MINUTES 18 SECONDS EAST 410.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 63; RUN THENCE NORTH 23 DEGREES 59 MINUTES 00 SECONDS WEST 167.18 FEET ALONG SAID RIGHT-OF-WAY; THENCE LEAVING SAID RIGHT-OF-WAY RUN THENCE NORTH 89 DEGREES 53 MINUTES 18 SECONDS WEST 343.05 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PROPERTY IS LOCATED IN SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

(See Exhibit A)

SECTION 2. All Ordinance or parts of Ordinance 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 said Comprehensive Plan.

SECTION 3. If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. This Ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this ___ day of _____, 2017.

LEON COUNTY, FLORIDA

John E. Dailey, Chairman
Board of County Commissioners

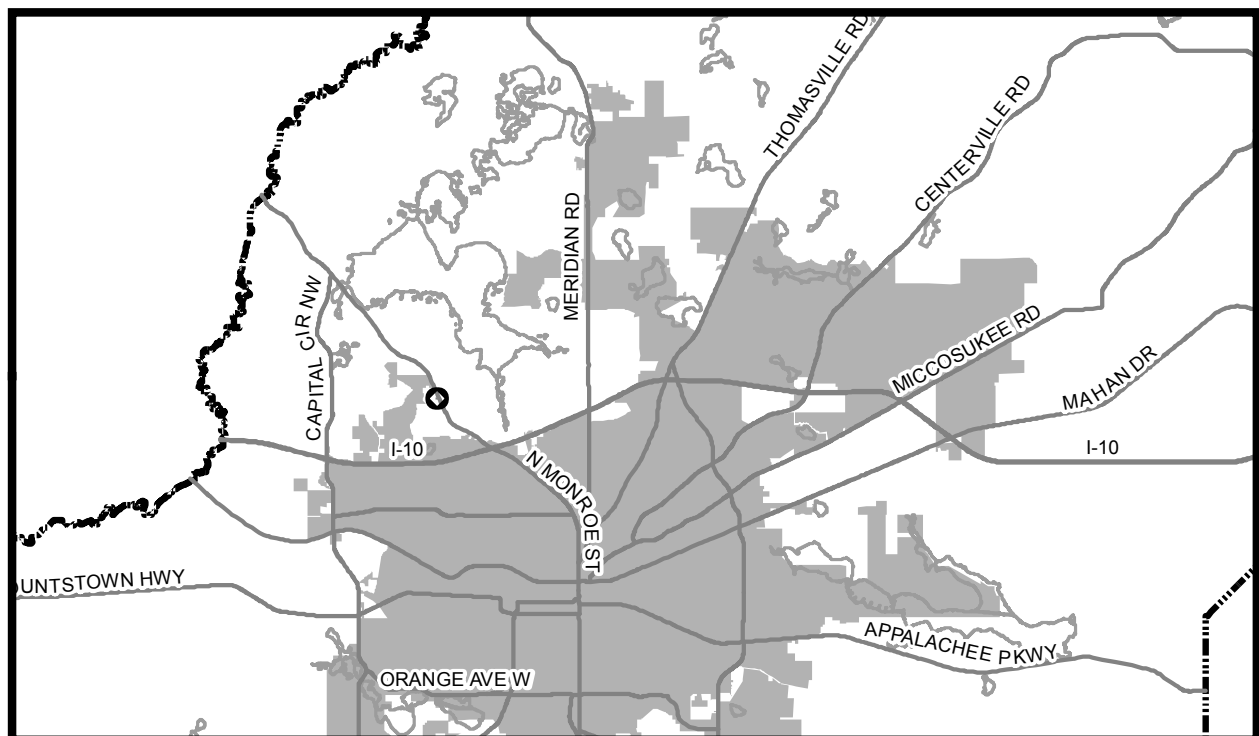
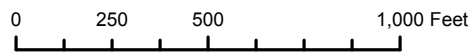
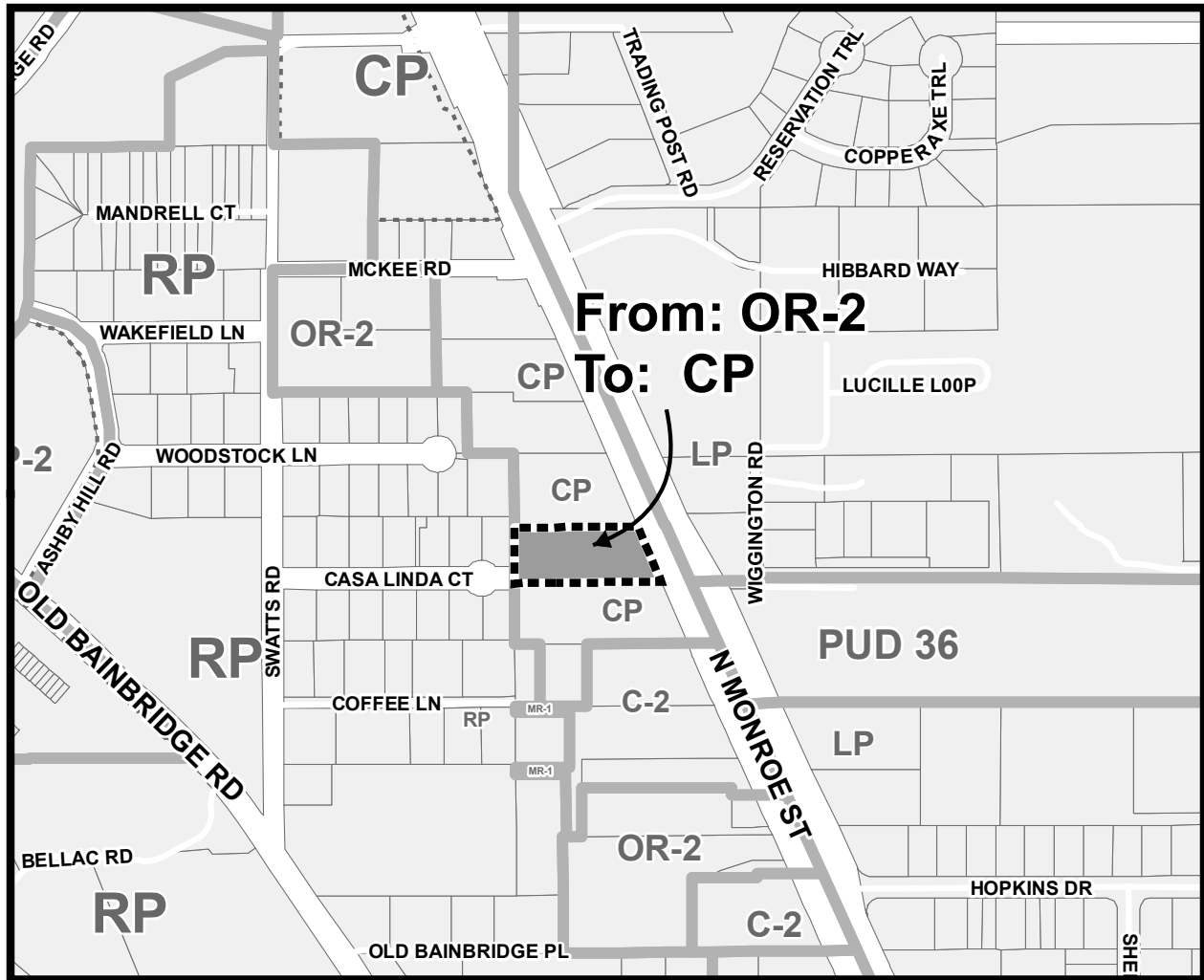
ATTEST:
Gwen Marshall, Clerk of the Court and
Comptroller, Leon County, Florida

By: _____



APPROVED AS TO FORM:
Leon County Attorney's Office

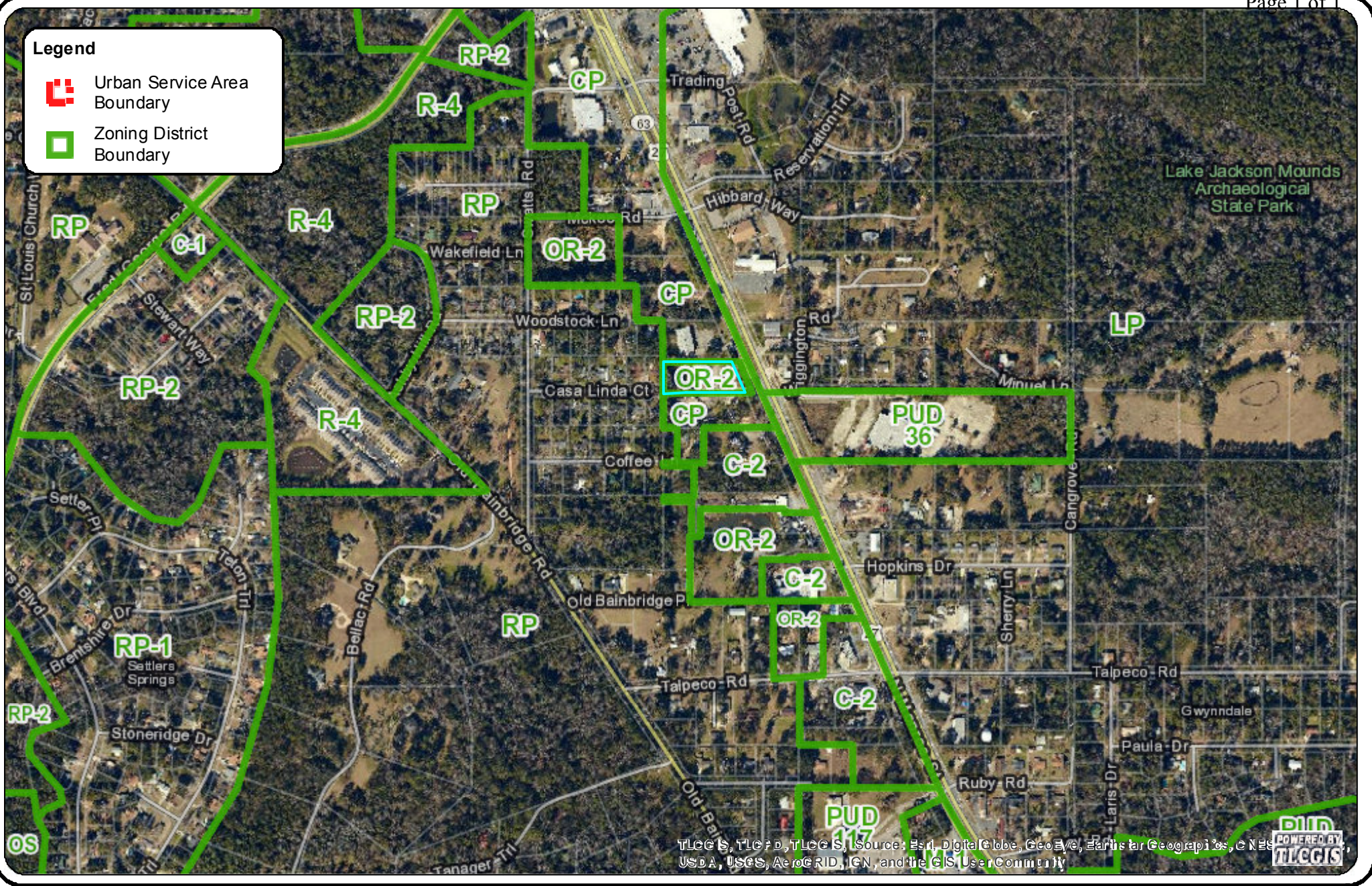
By: _____
Herbert W. A. Thiele, Esq.
County Attorney

3618 North Monroe Street Rezoning



Legend

-  Urban Service Area Boundary
-  Zoning District Boundary



TLCGIS, TLCPD, TLCCS, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Zoning Map - 3618 North Monroe Street

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:	Tallahassee/Leon County GIS Management Information Services
Not To Scale:	Leon County Courthouse 301 S. Monroe St, P3 Level Tallahassee, FL 32301
Date Drawn:	March 8, 2017
Posted at 6:00 p.m. on 03/08/2017	http://www.tlccgis.org

Land Use Element

Policy 2.2.5: [L]

SUBURBAN (Effective 3/14/07)

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Land Use

Suburban Intensity Guidelines (Effective 3/14/07; Rev. Effective 7/14/14)

Development Patterns	Allowed Land Uses	Gross Residential Density	Non Res Intensity	Percentage Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 units/acre ⁽⁴⁾	10,000 sq. ft. per acre	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 units/acre ⁽⁴⁾	10,000sq ft. per acre ⁽⁵⁾	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 units/acre	20,000 sq. ft. per acre	
Medium Density Residential Office	Residential, Office, Ancillary 1 st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post Secondary Schools	8 to 20 units/acre	20,000 sq ft per acre ⁽⁶⁾	
Village Center	Residential, Office, Commercial up to 50,000 sq ft. maximum business size. Centers shall not be located closer than 1/4 mile to another village center or commercial development including more than 20,000 sq ft of floor area.	8 to 16 units/acre	12,500 sq ft. per acre per parcel for center 20 acres or less ⁽⁷⁾	
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 units/acre ⁽²⁾	Up to 20,000 sq ft/acre ⁽²⁾	35-50%
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 units/acre	Up to 25,000 sq ft/acre ⁽⁶⁾	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 units/acre ⁽¹⁾	80,000 sq ft/acre ⁽²⁾	
Business Park	Office, Residential and Commercial,	Up to 16 units/acre	20,000 sq ft/acre	5-10%
Light Industrial	Office, Commercial up to 10,000 sq ft per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post Secondary Schools and ancillary residential	1 unit / development	20,000 sq ft /acre ⁽⁶⁾	

Notes:

- (1) 8 units/acre minimum for exclusively residential;
- (2) Hospitals up 176,000 sq ft/acre;
- (3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
- (4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
- (5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.
- (6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
- (7) 250,000 SF of total development permitted on 20 to 30 acre centers.
- (8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.
- (9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in

I-33

Land Use Element

category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Section 10-6.649. CP Commercial Parkway District

PERMITTED USES		
1. District Intent	2. Principal Uses	3. Accessory Uses
<p>The CP district is intended to be located in areas designated Suburban on the future land use map of the comprehensive plan and shall apply to areas 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 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 flow of the general traveling public.</p> <p>To encourage the benefits from mixed use development where residences are located in close proximity to the office and commercial uses allowed within the district including convenience and opportunity for residents and improved market access for business establishments, medium density multi-family residential development up to a maximum of 16 dwelling units per acre is allowed.</p> <p>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.</p> <p>The principles of traditional neighborhood developments are encouraged, though not required.</p> <p>New CP districts in the Suburban FLUM category shall have access to arterial or major collector streets.</p>	<p>(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 shops. (7) Banks and other financial institutions. (8) Broadcasting studios. (9) Building contractors and related services, without outdoor storage. (10) Camera and photographic stores. (10) Cemeteries. (11) Cocktail lounges and bars. (12) Commercial kennels. (13) Community facilities, including libraries, religious facilities, vocational schools, police/fire stations, and charitable donation stations. Elementary, middle, and high schools are prohibited. Other community facilities may be allowed in accordance with section 10-10-6.806. (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 pickup stations. (22) Lawn or tree removal services. (23) Mailing services. (24) Medical and dental offices, services, laboratories, and clinics. (25) Manufactured home sales lots. (26) Mortuaries. (27) Motor vehicle fuel sales. (28) Motor vehicle racing tracks, go-carts, etc.</p>	<p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the land use administrator.</p> <p>(2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the land use administrator.</p>
	<p>(29) Nonmedical offices and services, including business and government offices and services. (30) Nonstore retailers. (31) Nursing homes and residential care facilities. (32) Off-street parking facilities. (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. (41) Rental and sales of dvds, video tapes and games. (42) Rental of tools, small equipment, or party supplies. (43) Repair services, nonautomotive. (44) Residential, multi-family, up to a maximum of 16 dwelling units per acre. (45) Residential, any type, provided it is located on or above the 2nd floor of a structure containing non-residential development on the 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.</p>	

PERMITTED USES	
2. Principal Uses	3. Accessory Uses
<p>(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, luggage, and leather products. (68) Sign shops. (69) Social, fraternal and recreational clubs and lodges, including assembly halls. (70) Studios 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 land use administrator, are of a similar and compatible nature to those uses described in this district and provided the use is not specifically permitted in another zoning district.</p>	<p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the land use administrator.</p> <p>(2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the land use administrator.</p>
DEVELOPMENT STANDARDS	
Use Category	4. Minimum Lot or Site Size
	a. Lot or Site Area b. Lot Width c. Lot Depth
Any Permitted Principal Non-Residential Use	a. Front b. Side-Interior Lot c. Side-Corner Lot d. Rear
	5. Minimum Building Setbacks a. Front b. Side-Interior Lot c. Side-Corner Lot d. Rear
	6. Maximum Building Restrictions a. Building Size (excluding gross building floor area used for parking) b. Building Height
	a. Lot or Site Area: none b. Lot Width: none c. Lot Depth: none a. Front: 25 feet b. Side-Interior Lot: none c. Side-Corner Lot: 25 feet d. Rear: 10 feet a. Building Size (excluding gross building floor area used for parking): 25,000 s.f. of building floor area per acre and commercial uses not to exceed 200,000 s.f. of gross building floor area per parcel, 50,000 s.f. of building area per acre for storage areas with buildings. b. Building Height: 4 stories

<p>DEVELOPMENT STANDARDS (continued from page 1 of 2)</p> <p>7. Access Management Criteria (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply): Capital Circle from Centerville clockwise to I-10 Driveway access to Capital Circle from Centerville Road in the northeast to I-10 in the northwest is prohibited except for: a) Existing driveway access as of December 31, 1995; b) A single driveway access for properties in existence before December 31, 1995 which have sole access to Capital Circle and do not have other street access; and c) Temporary driveway access which may be permitted for properties which establish permanent access to another public street and grant the City or County the right to close the temporary access without compensation upon conversion of Capital Circle to a limited access or controlled access roadway.</p> <p>All Arterials and Major Collectors: Full movement access to an arterial or major collector shall not be permitted closer than 330 feet to another full movement access point, nor within 660 feet of a signalized intersection. Right-in/right-out access to an arterial or major collector shall not be permitted closer than 330 feet to another access point, nor within 100 feet of a signalized intersection, except properties with sole access to an arterial or major collector are permitted at least one right-in/right-out access point. Properties with 660 feet or more of arterial and major collector frontage may be permitted multiple accesses to a single street based upon a traffic safety and capacity evaluation. All development fronting on an arterial or major collector shall record a joint access and cross easement benefiting adjoining properties fronting on the same arterial or major collector.</p> <p>Minor Collectors Full movement access to a minor collector shall not be permitted closer than 200 feet to another full movement access point, nor within 400 feet of a signalized intersection. Right-in/right-out access to a minor collector shall not be permitted closer than 100 feet to another access point, nor within 200 feet of a signalized intersection.</p> <p>Local Streets Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection.</p> <p>8. Street Vehicular Access Restrictions: Properties in the CP zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street directly across from where the vehicular access point is proposed: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, RP-1, RP-2, RP-MH, RP-UF, and RP-R.</p> <p>9. Additional Criteria for Charitable Donation Stations: Such station shall have indoor storage for all donations, and shall have an attendant available during normal business hours responsible for the collection and/or storage of said donations. A "charitable donation station" is considered a community service/facility regulated by Section 10-6.806 of these regulations.</p>
<p>GENERAL NOTES:</p> <ol style="list-style-type: none"> 1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements. 2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc. 3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parts, etc.).

Section 10-6.643. OR-2 Office Residential district.

		PERMITTED USES					3. Accessory Uses	
		2. Principal Uses						
1. District Intent								
<p>The OR-2 district is intended to be located within areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to each other. The provisions of this district are intended to promote urban density and intensity of residential and office uses and the mixing of permitted uses to promote the use of public transit and the efficient use of public infrastructure. Off-street parking facilities in the OR-2 district shall be located and designed to promote convenient access to pedestrian and mass transit facilities. A variety of housing types, compatible non-retail activities of moderate intensity, retail commercial activities (limited to the ground floor), and certain community and recreational facilities related to office or residential uses are permitted in the OR-2 district. The maximum gross density allowed for new residential development in the OR-2 district is 16 dwelling units per acre, while the minimum gross density allowed is 8 dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities.</p> <p>In order to implement the business park development pattern, a minimum of 10 acres is required with at least 3 types of uses which shall include office and commercial.</p>		<p>(1) Banks and other financial institutions. (2) Broadcasting studios. (3) Community facilities related to office or residential facilities, including libraries, religious facilities, police/fire stations, and elementary and middle schools and vocational schools. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations. (4) Day care centers. (5) Golf courses. (6) Hotels and motels, including bed and breakfast inns. (7) Medical and dental offices and services, laboratories, and clinics. (8) Multiple-family dwellings. (9) Non-medical offices and services, including business and government offices and services. (10) Nursing homes and other residential care facilities. (11) Off-street parking facilities.</p>		<p>(12) Passive and active recreational facilities. (13) Personal services. (14) Retail drug store with drive thru (only allowed in a business park development) (15) Retail food and grocery (only allowed in a business park development) (16) Single-family attached dwellings. (17) Single-family detached dwellings. (18) Social, fraternal, and recreational clubs and lodges, including assembly halls. (19) Stand alone restaurants without drive thru (only allowed in a business park development) (20) Studios for photography, music, art, dance, drama, and voice. (21) Two-family dwellings. (22) Veterinary services, including veterinary hospitals. (23) Zero-lot line single-family detached dwellings. (24) Any use permitted in the C-1 district (and is not listed in uses 1-20 above), provided that the use is on the first floor of a multi-story building containing office and/or residential uses on any of the floors above the first floor.</p>			<p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Administrator or designee.</p>	
		DEVELOPMENT STANDARDS					6. Maximum Building Restrictions	
Use Category	4. Minimum Lot or Site Size		5. Minimum Building Setbacks			a. Building Size (excluding gross building floor area used for parking)		b. Building Height (excluding stories used for parking)
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	d. Rear		
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	8,500 square feet	70 feet	100 feet	15 feet	same as single-family above	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	1,600 s.f. min.; avg. of 2,000 square feet	16 feet	none	15 feet	none	25 feet	not applicable	3 stories

Development Standards Continued on Page 2 of 2

DEVELOPMENT STANDARDS										
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	not applicable	3 stories	
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories	
Any Permitted Principal Non-Residential Use	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre	3 stories	
Commercial Uses (Only Allowed in Business Park Development)	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre; Individual buildings may not exceed 15,000 gross square feet	3 stories	
7. Additional Criteria and Restrictions for Business Park Development: Commercial uses shall not exceed 25% of the total square feet of the development.										

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

SCHOOL IMPACT ANALYSIS FORM

Agent Name: Applicant Name: Envision Credit Union Address: 440 North Monroe Street Tallahassee, FL 32312	Date: 01-12-17 Telephone: 942-9000 Fax: Email:
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① Location of the proposed Comprehensive Plan Amendment or Rezoning:

Tax ID #: 21-10-5-362-1192
 Property address: 3618 North Monroe Street
 Related Application(s):

② Type of requested change (check one):

- Comprehensive plan land use amendment that permits residential development.
- Rezoning that permits residential development.
- Nonresidential land use amendment adjacent to existing residential development.
- Nonresidential rezoning adjacent to existing residential development.*

③ Proposed change in Future Land Use or Zoning classification:

- Comprehensive plan land use From: _____ To: _____
- Zoning From: Office Residential (OR-2) To: Commercial Parkway (CP)

Planning Department staff use only:

④ Maximum potential number of dwelling units permitted by the request:

Number of dwelling units: 16 du per acre max 1.270 acres 20 units
 Type(s) of dwelling units: Residential (any type), provided that it is located on the second floor or above a building containing commercial or office uses on the first floor.

Leon County Schools staff use only:

⑤ School concurrency service areas (attendance zones) in which property is located.

	Elementary: Springwood	Middle: Griffin	High: Godby
Present capacity	___46___	___9___	___258___
Post Development capacity	___42___	___7___	___256___

- School Board approved at the February 14, 2017 Meeting
- Calculations based on maximum possible students-single family<1000 base square feet.

This form is required by §8.3 of the Public School Concurrency and Facility Planning Interlocal Agreement as adopted on September 1, 2006 by the City of Tallahassee, Leon County, and Leon County School Board. Pursuant to §6.4 of the Agreement, the City or County will transmit the School Impact Analysis Form to a designated employee of the School Board for review at the same time the application is submitted to all departments for review.



NOTICE OF AN AMENDMENT TO THE OFFICIAL ZONING MAP

Notice is hereby given that the Leon County Board of County Commissioners will conduct a public hearing on Tuesday, May 9, 2017, at 6 pm, at the County Commission Chambers, 5th Floor, Leon County Courthouse, Tallahassee, Florida to consider adoption of an ordinance entitled to wit:

ORDINANCE NO. 17-__

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE OR-2 OFFICE RESIDENTIAL-2 ZONING DISTRICT TO THE CP COMMERCIAL PARKWAY ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



The application is for an amendment to the Official Zoning Map Changing the Zoning Classification from the Office Residential-2 (OR-2) Zoning District to the Commercial Parkway (CP) Zoning District.

The Board of County Commissioners proposes to adopt an ordinance changing the zoning on the properties indicated on the above map which lies in unincorporated Leon County. The applications are on file at the Tallahassee-Leon County Planning Department, 3rd floor, Frenchtown Renaissance Center and may be reviewed between 8:00 A.M. and 5:00 P.M. For further information please call 891-6400.

You are hereby notified in accordance with Chapter 286.0105, Florida Statutes, should you decide to appeal any decision made by the Board of County Commissioners or take exception to any findings of fact with respect to any matter considered at the hearing reference to above, you may need to ensure that verbatim record of the proceedings is made. Such a record shall include the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service. For further information pertaining to this ordinance, contact the Tallahassee-Leon County Planning Department, 3rd Floor, Renaissance Building, 435 N. Macomb Street, Tallahassee, FL 32301; Phone 850-891-6400. Copies of said Ordinance may be inspected in the Planning Department.

If you have a disability requiring accommodations, please call the Tallahassee-Leon County Planning Department at least forty-eight (48) hours (excluding weekends and holidays) prior to the hearing. The phone number for the Planning Department is (850) 891-6400. The phone number for the Florida Relay TDD Service is 1-800-955-8771.

If you have specific concerns that you may wish to have considered addressing factors that are unique to this area of the County, you may wish to submit written comments in response to this notice. These written comments will be presented to the Planning Commission and Board of County Commissioners.

The form below is for your convenience and may be returned to **Mary Jean Yarbrough**, Tallahassee-Leon County Planning Department, 3rd floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida 32301. The fax number for the Planning Department is (850) 891-6404. The Planning Department phone number is (850) 891-6400.

PLANNING DEPARTMENT

(PRZ170001) 2000 Woodstock Lane
I/We as owner(s) of Lot _____, Block _____ of the _____ (Subdivision)

or street address: 3523rd St. Augustine wish the following information to be considered by the Planning Commission/Board of County Commissioners:

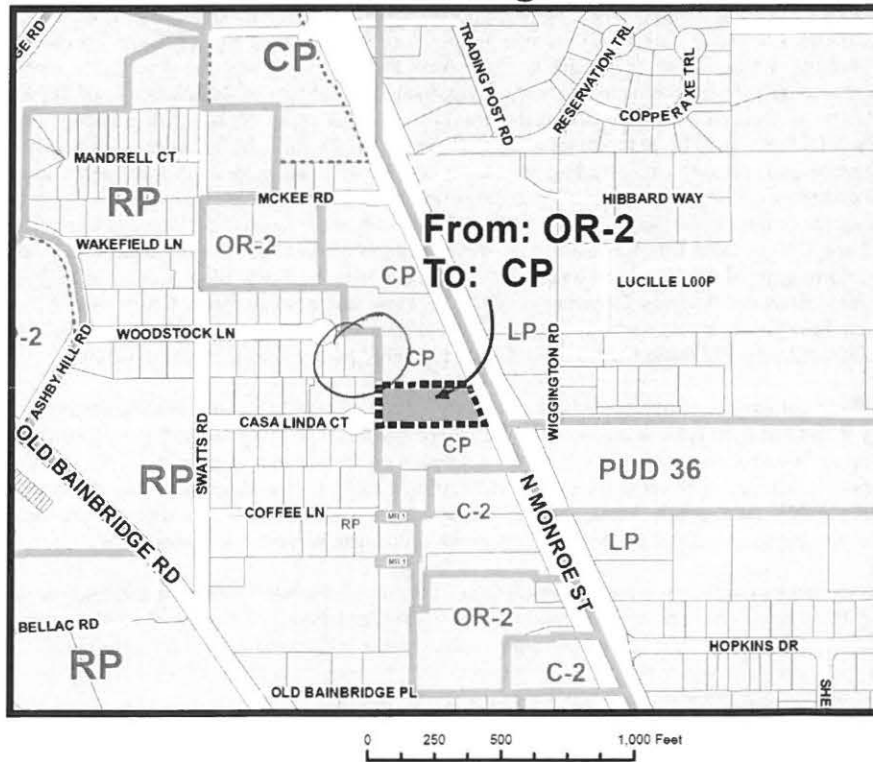
We are in support of the proposed rezoning to CP along N. Monroe; we think it will improve the value of properties along the corridor.

SIGNED:

Susan C. Poplin
Susan Poplin General Location Map

**3618 North Monroe Street
Rezoning**

PRZ #170001



**Leon County
Board of County Commissioners**

Notes for Agenda Item #23

Leon County Board of County Commissioners

Agenda Item #23

May 9, 2017

To: Honorable Chairman and Members of the Board

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

Title: Second and Final Public Hearing to Adopt a Proposed Ordinance Amending Chapter 10 Article VI, to Add a New Section Entitled “Medical Marijuana Dispensing Facilities”

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Jessica M. Icerman, Assistant County Attorney Ryan Culpepper, Director of Development Services Shawna Martin, Principal Planner

Statement of Issue:

This agenda item seeks to conduct the second and final Public Hearing to adopt a proposed Ordinance amending Chapter 10 of the Leon County Code of Laws to add a section entitled “Medical Marijuana Dispensing Facilities.”

Fiscal Impact:

This item has no current fiscal impact to the County. However, if the Ordinance is adopted, then an applicant seeking to site a medical marijuana dispensing facility shall be subject to the County’s current development review process and associated application review fees.

Staff Recommendation:

Option #1: Conduct the second and final Public Hearing and adopt a proposed Ordinance adding a new section to Chapter 10 of the Leon County Code of Laws entitled “Medical Marijuana Dispensing Facilities” (Attachment #1).

Report and Discussion

Background:

At the February 7, 2017 workshop, the Board considered an Ordinance regarding the siting of medical marijuana dispensing facilities in the unincorporated area of Leon County (Attachment #1). At the workshop, the Board also enacted a “Zoning in Progress” policy to be applied until final adoption of the proposed Ordinance which would allow the County to accept applications for the siting of a dispensing facility if it complied with the draft Ordinance.

The Board conducted the first of two Public Hearings on the proposed Ordinance amending Chapter 10, Article VI on March 7, 2017. At that time, the Board scheduled the second and final Public Hearing for April 25, 2017, with the expectation that the Planning Commission would have an opportunity to review the proposed Ordinance prior to the April 25th Public Hearing. However, the Commission was unable to consider the proposed Ordinance due to a lack of quorum and the item was continued to the next Planning Commission Public Hearing date of May 2, 2017. Subsequently, the second and final Public Hearing to adopt the proposed Ordinance was rescheduled to May 9, 2017.

The County has received inquiries for potential medical marijuana dispensary locations; however, to date, no dispensaries are located within the unincorporated area of Leon County. The City of Tallahassee imposed a 120 day moratorium on January 25, 2017, to allow staff time to study the potential impacts of medical marijuana dispensaries and Medical Marijuana Treatment Centers (MMTCs), and to propose regulations, specifically concerning the location of such facilities. Prior to the adoption of the moratorium, three dispensary locations were approved within the City.

The Florida Medical Marijuana Legalization Initiative, also known as Amendment 2, passed with 71% of the vote on November 8, 2016, and became effective on January 3, 2017. Amendment 2 legalized the use of medical marijuana for specific diseases.

Analysis:

In 2014, Governor Scott signed the Compassionate Medical Cannabis Act into law and in 2016 the Act was amended to expand the use of medical marijuana. Under Section 381.986 Florida Statutes, qualifying physicians are authorized to order low-THC cannabis or medical cannabis for patients with qualifying conditions. In response to the Act, the Department of Health (DOH) established the Office of Compassionate Use, which is charged with writing and implementing regulations for medical cannabis, overseeing the Compassionate Use Registry, and licensing seven Florida businesses to cultivate, process, and dispense medical cannabis to qualified patients. Orders must be filled by a licensed dispensing organization. Amendment 2 legalizes and expands the use of medical marijuana, allows for MMTCs, authorizes “caregivers,” and requires DOH to promulgate rules implementing Amendment 2 by July 3, 2017.

While there is a limit on the number of dispensing organizations under current law, there is no limit on the number of cultivation, processing or dispensing facilities. Additionally, dispensing organizations are not limited to their respective region, but rather are permitted to cultivate, process and dispense medical marijuana throughout the state.

Dispensing organizations are required to track product (cannabis and all derivative products) from seed to sale, ensure the safety and security of its premises and any off-site storage facilities, and maintain adequate controls against diversion, theft, and loss. DOH is permitted to conduct inspections to determine compliance with the law and has the ability to revoke the approval of a dispensing organization for performing any unauthorized action.

The Compassionate Medical Cannabis Act preempts to the State all matters regarding the regulation of the cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations. Local governments are specifically permitted to determine by Ordinance the criteria for the number, location, and other permitting requirements that do not conflict with State law or DOH Rule for all dispensing facilities of dispensing organizations. Local governments are not permitted to regulate the location of cultivation or processing facilities.

Currently, several bills are under review and consideration by the legislature that may amend the Compassionate Medical Cannabis Act. These include Senate Bills (SB) 406, 614, 1388, 1666, 1758 and House Bill (HB) 1397. As of the drafting of this agenda item, SB 406 seems to be the favored bill in the Senate. SB 406 has passed all three of its committees of reference, while the other Senate bills have not been set for hearing in any Committee. All of the bills, including SB 406, preempt the location of cultivation and processing facilities to the state. HB 1397 has also passed all three of its committees and is set to be considered on the House floor in Week 8 and/or 9 of the 2017 legislative session. The House and Senate versions of the medical marijuana legislation differ substantially, and extensive negotiations are expected between the two chambers during the final week of the legislative session to resolve differences between the bills prior to final passage. However, as of this writing, SB 406 preserves existing statutory language that allows cities and counties to determine by ordinance the criteria for the number, location, and other permitting requirements for dispensing facilities. HB 1397 also allows local governments to determine the number and location of dispensing facilities, but also limits the location of cultivation, processing and dispensing facilities to 500 feet from schools. This bill gives deference to the local government in approving a dispensing facility less than 500 feet from a school; however, it shall not be less restrictive than the local government's locational requirements for entities licensed to sell alcoholic beverages. HB1397 also states that a local government cannot charge a license or permit fee in an amount greater than the fee charged to a pharmacy, and specifies that local governments are not prohibited from ensuring medical marijuana facilities' compliance with applicable building and fire codes. The proposed ordinance does not conflict with any of the proposed bills. Legislative session ends May 5, 2017. Due to agenda deadlines, staff will provide the outcome of the legislative session at the Public Hearing.

Under current law, state preemption does not extend to dispensing facilities; therefore, the County may adopt zoning and land use regulations to control the siting of these facilities, impose a separation of uses and outline a review process and associated fee schedule. Several other local governments have already adopted regulations addressing dispensing facilities with most allowing these facilities as permissible uses in commercial and industrial zoning districts and imposing a 1,000 foot distance separation from other dispensing facilities, schools and religious facilities.

With respect to zoning and siting of medical marijuana dispensing facilities, and based on the direction received from the Board at their workshop on February 7, 2017, the proposed Ordinance establishes these facilities as permissible uses in the same zoning districts that allow drug stores or other retail commercial uses. Staff also recommends a distance separation requirement of 1,000 feet between dispensing facilities, schools and religious facilities, as similarly applied between establishments selling alcoholic beverages (Chapter 3, Section 3-4, Leon County Code of Laws).

To ensure consistency with regard to the application review process and associated review fees, the proposed Ordinance requires proposed medical marijuana dispensing facilities be processed through the County’s current site and development review process. Prior to any use being established in the County, an applicant must apply for a Permitted Use Verification (PUV) Certificate. A PUV certificate is not a development order; however, it is used to determine eligibility and establish a level of review for the project. The applicable level of site plan review as determined by the PUV will be the basis for authorization and establishment of the dispensing facility based on the distance separation requirements and any other applicable development standards. At minimum, an Administrative Streamlined Application Process (ASAP) will be required. An ASAP is the lowest level of site plan review, and consists of a site plan that ensures compliance with applicable development standards in the Land Development Code such as, but not limited to, parking, concurrency and fire safety.

DSEM Citizen’s User Group Recommendation

Staff presented the draft Ordinance to the DSEM Citizen’s User Group on March 13, 2017 for review and comment. The User Group recommended revising the timeframe for which a PUV is valid from 30 days to 90 days. The 90 days should provide a sufficient amount of time to prepare application materials for the siting of a medical marijuana dispensing facility. Staff agreed with this recommendation, as it is consistent with similar deadlines for applications that hold concurrency reservations with the County. The recommended revision has been incorporated into the proposed Ordinance.

Comprehensive Plan Consistency Determination

Tallahassee-Leon County Planning Department staff conducted a review of the proposed Ordinance and determined that it is consistent with the Tallahassee-Leon County Comprehensive Plan (Attachment #2).

Planning Commission Recommendation

The proposed Ordinance was initially scheduled for Planning Commission consideration on April 5th; however, due to a lack of quorum the item was continued to the next Planning Commission Public Hearing date of May 2, 2017. Due to the Board agenda deadline, the recommendation by the Planning Commission will be provided at the Board’s Public Hearing.

Public Notification

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #3).

Options:

1. Conduct the second and final Public Hearing and adopt a proposed Ordinance adding a new section to Chapter 10 of the Leon County Code of Laws entitled “Medical Marijuana Dispensing Facilities” (Attachment #1).
2. Conduct the second and final Public Hearing and do not adopt a proposed Ordinance adding a new section to Chapter 10 of the Leon County Code of Laws entitled “Medical Marijuana Dispensing Facilities.”
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Ordinance
2. Consistency Memorandum from the Planning Department dated March 9, 2017.
3. Legal Ad

ORDINANCE NO. 17- _____

1
2
3 **AN ORDINANCE OF THE BOARD OF COUNTY**
4 **COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING**
5 **CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE**
6 **CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING**
7 **CHAPTER 10 ARTICLE VI, DIVISION 8; ENTITLED**
8 **“SUPPLEMENTARY REGULATIONS FOR SPECIFIC USES,”**
9 **BY ADDING A NEW SECTION 10-6.819 ENTITLED “MEDICAL**
10 **MARIJUANA DISPENSING FACILITIES”;** **PROVIDING FOR**
11 **CONFLICTS; PROVIDING FOR SEVERABILITY; AND**
12 **PROVIDING AN EFFECTIVE DATE.**
13

14 WHEREAS, the Florida Legislature enacted legislation allowing marijuana for medical uses;
15 and
16

17 WHEREAS, the Florida Constitution was amended to legalize the use of medical marijuana;
18 and
19

20 WHEREAS, the State, through the Department of Health, has enacted a comprehensive
21 regulatory framework for the cultivation, processing, and dispensing of medical marijuana; and
22

23 WHEREAS, the State preempts all matters regarding the regulation of cultivation and
24 processing of medical marijuana, including the location of such facilities; and
25

26 WHEREAS, the State law directs the number, location of and other permitting requirements
27 that do not conflict with state law or department rule for dispensing facilities of dispensing
28 organizations to be determined by local ordinance; and
29

30 WHEREAS, a dispensing facility could have potential adverse impacts on the health, safety,
31 and welfare of the residents of the county from secondary effects associated with the dispensing
32 of medical marijuana; and
33

34 WHEREAS, the Cole Memorandum dated August 29, 2013, issued by the Department of
35 Justice lists eight priorities of enforcement, including preventing the distribution of marijuana to
36 minors, and the County is furthering the Cole Memorandum’s priority by imposing a distance
37 separation requirement from existing schools and religious facilities; and
38

39 WHEREAS, it is in the public interest to set a distance separation requirement between
40 medical marijuana dispensing facilities; and
41

42 WHEREAS, due to the potential adverse impacts created by dispensing facilities and in
43 furtherance of the public health, safety, and welfare, a Permitted Use Verification Certificate
44 and, at minimum, an Administrative Streamlined Application Process review is required; and
45

46 WHEREAS, it is not the purpose or intent of this ordinance to restrict or deny access to
47 medical marijuana as permitted by State law, but instead to enact reasonable zoning regulations
48 to protect the public health, safety, and welfare.
49

1 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY,
2 FLORIDA:
3

4 **SECTION 1.** Chapter 10, Article VI, Division 8 of the Code of Laws of Leon County, Florida, is
5 hereby amended by adding a new section to be numbered Section 10-6.819 and entitled
6 "Medical Marijuana Dispensing Facilities," to read as follows:
7

8 **Section 10-6.819. Medical Marijuana Dispensing Facilities**

9 (a) Purpose and Intent. The purpose of this section is to establish requirements that regulate
10 the sale of cannabis to ensure a supply of cannabis to patients who qualify to obtain,
11 possess and use cannabis, pursuant to state law, while promoting compliance with other
12 state laws that regulate cannabis. Nothing in this section is intended to promote or condone
13 the sale, distribution, possession, or use of cannabis for recreational purposes or in violation
14 of applicable state laws.
15

16 (b) Definitions. Unless specifically defined below, words or phrases shall be interpreted so as to
17 give them the meaning they have in common usage and to give this section its most
18 effective application.

19 Cannabis has the same meaning given to it by Section 893.02(3), Florida Statutes, and shall
20 include all forms of medical cannabis. The terms cannabis and medical marijuana shall be
21 interchangeable for the purpose of this section.
22

23 Derivative products shall mean products derived from cannabis, including but not limited to
24 cannabis oil or consumable products, such as but not limited to food, teas, tinctures,
25 aerosols, oils, or ointments.
26

27 Dispensing organization is an organization authorized by the state to cultivate, process,
28 transport, and dispense low-THC cannabis or medical cannabis.
29

30 Medical marijuana cultivation facility is any area or facility used for cultivation of cannabis
31 and medical marijuana as authorized by the state.
32

33 Medical marijuana dispensing facility is the retail sales component of a dispensing
34 organization or Medical Marijuana Treatment Center authorized by the state to dispense
35 medical marijuana, but does not include cultivation, processing or distribution facilities of
36 medical marijuana.
37

38 Medical marijuana processing facility is any area or facility used for processing of derivative
39 products as authorized by the state.
40

41 Medical marijuana treatment center (MMTC) is an entity that acquires, cultivates,
42 possesses, processes (including development of related products such as food, tinctures,
43 aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or
44 administers marijuana, products containing marijuana, related supplies, or educational
45 materials to qualifying patients or their caregivers, and is registered by the state.
46

47 (c) Zoning and Location Requirements.

48 (1) Medical marijuana dispensing facilities, for the purposes of zoning, shall be
49 permissible uses in any zoning district that allows drug stores or retail commercial.

1 (2) Medical marijuana dispensing facilities shall be located, at a minimum, 1,000 feet
2 from any other medical marijuana dispensing facility and, at a minimum, 1,000 feet
3 from any existing school (public or private) or religious facility. Measurements shall
4 be made from the nearest property line of the school or religious facility to the
5 nearest property line of the medical marijuana dispensing facility. If the medical
6 marijuana dispensing facility is located in a multi-tenant building, the distance shall
7 be measured from the nearest property line of the school or religious facility to the
8 nearest line of the leasehold or other space actually controlled or occupied by a
9 medical marijuana dispensing facility.

10
11 (d) Development Review Process. A medical marijuana dispensing facility shall be subject to
12 the procedures for review and approval of site and development plans outlined in Chapter
13 10, Article VII, Division 4, as well as the supplemental requirements outlined below:

14
15 (1) A permitted use verification certificate, pursuant to Section 10-7.402(1), shall be
16 required for the siting of all medical marijuana dispensing facilities. A permitted use
17 verification certificate is not a development order and shall not be the basis for any
18 claims of estoppel or vesting against any land development regulations or zoning
19 regulations which may be adopted on or after the date of the permitted use
20 verification application and/or certificate. The following supplemental information and
21 documentation shall be submitted for review along with the permitted use verification
22 application:

- 23
24 a. A narrative which details the scope of the project;
25 b. If a new building or structure is being proposed, a sketch of the proposed
26 layout of the site;
27 c. Maps and other data that support the requirement for 1,000 foot separation;
28 and
29 d. A copy of the authorization issued by the State of Florida, Department of
30 Health, to operate a medical marijuana dispensing facility.

31
32 (2) At a minimum, a medical marijuana dispensing facility will require review through the
33 Administrative Streamlined Application Process (ASAP), pursuant to Section 10-
34 7.402(7)(c). The siting of a facility shall only be established by the approval of a
35 development order. The following supplemental information and documentation shall
36 be submitted for review along with a site plan application:

- 37
38 a. A permitted use verification that has been issued as eligible or conditional
39 within the last 90 days;
40 b. Maps and other data that support the requirement for 1,000 foot separation;
41 and
42 c. A copy of the authorization issued by the State of Florida, Department of
43 Health, to operate a medical marijuana dispensing facility.
44

1 (e) Parking. Parking for medical marijuana dispensing facilities shall be calculated using the
2 existing parking requirements for general retail uses, as established in Section 10, Article
3 VII, Division 5 and associated Schedule 6-2.

4
5 (f) No county liability; indemnification; no defense.

6
7 (1) By accepting a development order issued pursuant to this section, the medical
8 marijuana dispensing organization waives any claim concerning, and releases the
9 county, its officers, elected officials, employees, attorneys and agents from any
10 liability for injuries or damages of any kind that result from any arrests or
11 prosecutions of owners, managers, employees, operators, clients or customers of
12 the dispensing organization for a violation of state or federal laws, rules, or
13 regulations.

14
15 (2) By accepting a development order issued pursuant to this section, the dispensing
16 organization agrees to indemnify, defend, and hold harmless the county, its officers,
17 elected officials, employees, attorneys, agents, and insurers against all liability,
18 claims, and demands on account of any injury, loss, or damage, including without
19 limitation claims arising from bodily injury, personal injury, sickness, diseases, death,
20 property loss or damage, or any other loss of any kind whatsoever arising out of or in
21 any manner connected with the operation of the dispensing organization that is
22 subject to the development order.

23
24 (3) The issuance of a development order pursuant to this section shall not be deemed to
25 create an exception, defense, or immunity for any person in regard to any potential
26 criminal liability the person may have under state or federal law for the acquisition,
27 cultivation, possession, processing, transferring, transportation, selling, distribution,
28 dispensing, or administration of marijuana or products containing marijuana.
29

30 **SECTION 2.** Conflicts. All ordinances or parts of ordinances in conflict with the provisions of
31 this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this
32 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County
33 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this
34 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

35
36 **SECTION 3.** Severability. If any section, subsection, sentence, clause, phrase or portion of this
37 article is for any reason held invalid or unconstitutional by any court of competent jurisdiction,
38 such portion shall be deemed a separate, distinct, and independent provision and such holding
39 shall not affect the validity of the remaining portions of this Ordinance.

40
41 **SECTION 4.** Effective date. This ordinance shall be effective according to law.
42
43
44

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

3
4
5 LEON COUNTY, FLORIDA

6
7
8 BY: _____
9 JOHN E. DAILEY, CHAIRMAN
10 BOARD OF COUNTY COMMISSIONERS

11
12
13 ATTEST:
14 GWENDOLYN 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



MEMORANDUM

TO: Shawna Martin, Principal Planner
Development Support and Environmental Services Department

FROM: Susan Denny, Senior Planner, Land Use Planning
Tallahassee-Leon County Planning Department

THRU: Russell Snyder, Administrator, Land Use Planning
Tallahassee-Leon County Planning Department

DATE: March 9, 2016

SUBJECT: Consistency Review—Medical Marijuana Dispensing Facilities Ordinance

Description of the Proposed Change:

The proposed ordinance allows marijuana dispensing facilities in zoning districts that have drug stores or retail commercial as a principal use. It also requires a 1,000-foot minimum separation of such dispensaries from schools, churches and other dispensaries.

Analysis of Consistency with the Tallahassee-Leon County Comprehensive Plan

Dispensing medical marijuana has only recently become a legal business in the state of Florida. Therefore, medical marijuana dispensaries are an entirely new land use type, not previously addressed in prior zoning codes. The proposed ordinance likens medical marijuana dispensaries to drug stores since they both sell a physician-prescribed medical product at a retail level. Therefore, the proposed ordinance permits medical marijuana dispensaries to be located in zoning districts that include drug stores or retail commercial as principal uses.

The Tallahassee-Leon County Comprehensive Plan defines the appropriate location of commercial uses through the Future Land Use Map (FLUM) categories (Objective 2.2 [L] and associated policies) and the commercial location standards (Objective 3.1 and associated policies). Land development regulations, including zoning regulations, are required to be consistent with the FLUM and location standards in the Comprehensive Plan. Therefore, the commercial and mixed use zoning districts where dispensaries will be allowed were sited consistent with the Comprehensive Plan.

The proposed ordinance also requires a 1,000-foot separation between dispensaries and schools, churches and other dispensaries and establishes a review process for new dispensaries. Schools are defined in the glossary of the Comprehensive Plan and religious facilities (churches) are defined as community services. The Comprehensive Plan does not address the separation between schools or public facilities from retail land uses. The proposed ordinance also requires a 1,000-foot separation between dispensaries. Separation of like uses is also not addressed in the Comprehensive Plan.

Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

Based on the findings above, the Planning Department finds the Medical Marijuana Dispensing Facilities Ordinance consistent with the Tallahassee-Leon County Comprehensive Plan.

NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, May 9, 2017, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10 ARTICLE VI, DIVISION 8; ENTITLED "SUPPLEMENTARY REGULATIONS FOR SPECIFIC USES," BY ADDING A NEW SECTION 10-6.819 ENTITLED "MEDICAL MARIJUANA DISPENSING FACILITIES"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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: May 1, 2017