

# **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, July 11, 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](http://www.leoncountyfl.gov). Minutes of County Commission meetings may be found at the Clerk of Courts Home Page at [www.clerk.leon.fl.us](http://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](http://www.LeonCountyFL.gov/ADA).

# **Board of County Commissioners**

**Leon County, Florida**

## **Agenda**

**Regular Public Meeting**

**Tuesday, July 11, 2017, 3:00 p.m.**

---

### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation by Greg James, Pastor of Life Church International Center

Pledge of Allegiance by Commissioner Jimbo Jackson

### **AWARDS AND PRESENTATIONS**

- Presentation on Choose Tallahassee  
(Marjorie Turnbull)
- Proclamation Recognizing Dale Walker's 42 years of Service to the County and his Retirement  
(Chairman Dailey)
- Proclamation Recognizing Chef Shacafrika Simmons as the Winner of the Food Network Show, Chopped  
(Commissioner Dozier)
- Proclamation Recognizing the 25<sup>th</sup> Anniversary of the Capital Medical Society We Care Network  
(Commissioner Dozier)
- Proclamation Recognizing the Accomplishments of Bowden Francis and Harry Francis, sons of Mike Francis, who were Selected in the Major League Baseball Draft  
(Commissioner Proctor)
- Proclamation Recognizing the Heroic, Life-Saving Efforts of Severia Heard and Colbi Heard  
(Commissioner Proctor)
- Presentation on the Citizens Connect Mobile App  
(Matt Cavell)

### **CONSENT**

1. Minutes: May 23, 2017 Regular Meeting  
(Clerk of the Court)
2. Payment of Bills and Vouchers  
(County Administrator/ Office of Financial Stewardship)
3. Proposed Revision to Policy No. 04-1, Service of Process of Summonses and Subpoenas  
(County Attorney)
4. Proposed Revision to Policy No. 03-14, Annual Evaluation and Pay Adjustment for the County Attorney  
(County Administrator/ County Attorney)



5. Termination of the Dove Pond Joint Project Agreement Dated October 30, 2009, and Authorization to Enter Into a LIV Agreement with Canopy Community Development District  
(County Administrator/ County Attorney)
6. Request to Schedule the First and Only Public Hearing to Consider Repealing Required Bonds in Chapter 7, Article III of the Code of Laws of Leon County on for September 12, 2017 at 6:00 p.m.  
(County Administrator/ County Administration)
7. Request to Schedule a Workshop on Crime Statistics in Leon County for Tuesday, September 12, 2017 from 12:30 p.m. to 3:00 p.m.  
(County Administrator/ County Administration)
8. Resolution of Support for the Nature Coast Regional Connector Trail  
(County Administrator/ County Administration)
9. Commissioner Appointments to the Code Enforcement Board, Contractors License and Examination Board, and the Water Resources Committee  
(County Administrator/ County Administration)
10. Full Board Appointment of the School Board Selected Member to the Planning Commission  
(County Administrator/ County Administration)
11. Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets in the Amount of \$129,060  
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
12. Leon County Investment Policy  
(County Administrator/ Clerk of the Court/ Office of Financial Stewardship)
13. FY 2017 Emergency Management Preparedness and Assistance Grant  
(County Administrator/ Office of Financial Stewardship/ Emergency Management)
14. Certification of the Tax Collector's Recapitulation of the Property Tax Rolls for 2016  
(County Administrator/ Office of Financial Stewardship)
15. Single Family Mortgage Loan Program and Mortgage Credit Certificate Program  
(County Administrator/ County Attorney/ Office of Human Services & Community Partnerships)
16. Amendment to the Apalachee Center Inc. Primary Healthcare Program Agreement  
(County Administrator/ Office of Human Services & Community Partnerships)
17. Low Income Pool Funding Match for Bond Community Health Center and Neighborhood Medical Center  
(County Administrator/ Office of Human Services & Community Partnerships)
18. Request to Schedule Two Public Hearings to Adopt a Proposed Ordinance Amending Section 10-6.819, Medical Marijuana Dispensing Facilities, for September 12 and October 10, 2017 at 6:00 p.m.  
(County Administrator/ Development Support & Environmental Management/ Development Services)
19. Contract between Leon County and City of Tallahassee, and the Top-Ranked Firm, Wantman Group, Inc. for the Alternative Mobility Funding Systems Study  
(County Administrator/ PLACE/ Planning)

20. Resolution Adopting the 2017 Update to the 2015 Tallahassee-Leon County Local Mitigation Strategy and Approval of Amended Bylaws  
(County Administrator/ PLACE/ Planning)

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

21. Status Report on the Community Human Services Partnership  
(County Administrator/ Office of Human Services & Community Partnerships)

### **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**

22. Negotiate and Execute a Contract for Aerial Mapping Services for the Tallahassee-Leon County GIS Program  
(County Administrator/ Office of Information & Technology/ GIS)
23. Bid Award to Dowdy Plumbing Co. in the Amount of \$395,500 for the Construction of the St. Marks Headwaters Greenway, Baum Rd. Trail Head  
(County Administrator/ Office of Resource Stewardship/ Public Works/ Parks & Recreation)
24. Ratification of the June 20, 2017 Fiscal Year 2018 Budget Workshop  
(County Administrator/ Office of Financial Stewardship)
25. Proposed Revisions to the County's Human Resources Policies to Provide Paid Parental Leave  
(County Administrator/ Human Resources)
26. Status Report on Marketing Initiatives from the Division of Tourism Development  
(County Administrator/ Division of Tourism Development)
27. Animal Abuser Registry  
(County Administrator/ Animal Control)
28. Consideration of Modifications to the County's Animal Tethering Ordinance to Provide for Further Restrictions on Animal Tethering  
(County Administrator/ Animal Control)

### **SCHEDULED PUBLIC HEARINGS, 6:00 P.M.**

29. First and Only Public Hearing to Adopt an Ordinance Amending Chapter 10 to Clarify the Parking and Loading Surface Standards Inside the USA  
(County Administrator/ Development Support & Environmental Management/ Development Services)

30. Second and Final Public Hearing on the Adoption of One 2017 Out-of-Cycle Comprehensive Plan Amendment  
(County Administrator/ PLACE/ Planning)

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

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

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

- Capital Region Community Development District Proposed Budget Fiscal Year 2018

**ADJOURN**

*The next Regular Board of County Commissioner's Meeting is scheduled for  
**Tuesday, September 12, 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](http://www.leoncountyfl.gov)**

# 2017

## Leon County Board of County Commissioners Meeting Schedule

### JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

### MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### DECEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**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, 5<sup>th</sup> 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>
<b>January 2017</b>	<b>Monday 2</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY Observed</b>
	<b>Tuesday 10</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 16</b>	<b>Offices Closed</b>	<b>MARTIN LUTHER KING, JR. DAY</b>
	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 <sup>th</sup> Floor Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> 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
<b>February 2017</b>	<del>Tuesday 31</del> Wednesday 1	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Wednesday 1 & Thursday 2	<i>FAC New Commissioner Workshop</i>	<i>Seminar for Newly Elected Commissioners Alachua County; Gainesville, FL</i>
	Thursday 2 & Friday 3	<i>FAC Advanced County Commissioner Program</i>	<i>Seminar 2 of 3 Alachua County; Gainesville, FL</i>
	Tuesday 7	12:00 – 1:30 p.m.	Workshop on the Impact of the Passage of the Medical Marijuana Amendment
		1:30 – 3:00 p.m.	Workshop on the Tourism & Cultural Grant Funding Efforts
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> 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>
<b>February 2017 (cont.)</b>	Tuesday 21	<del>1:00 p.m.</del> <i>Cancelled</i>	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
		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>
<b>March 2017</b>	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 <sup>th</sup> 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 <sup>th</sup> Floor Commission Chambers
<b>April 2017</b>	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 <sup>th</sup> 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 <sup>th</sup> Floor Commission Chambers
	Tuesday 18	<del>9:00 a.m. – 11:00 a.m.</del> <i>Cancelled</i>	<del>Capital Region Transportation Planning Agency Workshop / Retreat; TBD</del>
	Tuesday 25	9:00 a.m. – 3:00 p.m.	Budget Policy Workshop
	Tuesday 25	<del>3:00 p.m.</del> <i>Cancelled</i>	<del>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>April 2017</b> (cont.)	<i>Thursday 27 &amp; Friday 28</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Seminar 3 of 3: Alachua County; Gainesville, FL</i>
<b>May 2017</b>	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing on a Proposed Ordinance Amending Official Zoning Map to change Zoning Classification from Office Residential (OR-2) Zoning District to Commercial Pkwy (CP) Zoning
		6:00 p.m.	First of Two Public Hearings on a Development Agreement between Leon County and Edward M. Mitchell, Jr.
		6:00 p.m.	Second and Final Public Hearing to Adopt a Proposed Ordinance Amending Chapter 10 Article VI, to Add a New Section Entitled "Medical Marijuana Dispensing Facilities"
	<i>Monday 15 – Wednesday 17</i>	<i>Greater Tallahassee Chamber of Commerce's Inter-City Trip</i>	<i>Nashville, Tennessee</i>
	Tuesday 16	<del>4:00 p.m.</del> <i>Cancelled</i>	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
	Tuesday <del>16</del> 23	9:00 a.m. <i>rescheduled</i>	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing for 2017 Out- of-Cycle Comprehensive Plan Amendments City Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2017 Comprehensive Plan Amendments City Commission Chambers
		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) City Commission Chambers
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Monday 29</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
<b>June 2017</b>	Tuesday <del>20</del> 13	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	<del>Tuesday 20</del> Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday <del>13</del> 20	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>June 2017</b> (cont.)	Tuesday 20	6:00 p.m.	Second Public Hearing on a Development Agreement between Leon County and Edward M. Mitchell, Jr.
		6:00 p.m.	First & only Public Hearing authorizing the Florida Public Service Commission to regulate private water and wastewater utilities
		6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance to Amend the Canopy Road Protection Requirements
		6:00 p.m.	First and Only Public Hearing to Approve the Ordinance Awarding the Refunding of the Capital Improvement Revenue Bonds, Series 2014
		6:00 p.m.	First and Only Public Hearing to Adopt the Fire Rescue Services Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First and Only Public Hearing to Adopt the Solid Waste Disposal Services Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First and Only Public Hearing to Adopt the Stormwater Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector
	<b>Tuesday 27</b>	<b>No Meeting</b>	<b>NO MEETING</b>
	<i>Tuesday 27 - Friday 30</i>	<i>FAC Annual Conference &amp; Educational Exposition</i>	<i>Palm Beach County West Palm Beach, FL</i>
<b>July 2017</b>	<b>Tuesday 4</b>	<b>Offices Closed</b>	<b>JULY 4<sup>TH</sup> HOLIDAY OBSERVED</b>
	Tuesday 11	<del>9:00 a.m. – 3:00 p.m.</del> <i>cancelled</i>	<del>FY 18 Budget Workshop</del> (if necessary)
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	Second & Final Public Hearing on Adoption of One 2017 Out-of-Cycle Comprehensive Plan Amendment
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 10 to Clarify the Parking and Loading Surface Standards Inside the USA
	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>
	<b>Tuesday 25</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<i>Wednesday 26 – Saturday 29</i>	<i>National Urban League Annual Conference</i>	<i>St. Louis, MO</i>
<b>August 2017</b>	<b>Tuesday 8</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<i>Thursday 10 - Sunday 13</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Amelia Island, FL</i>



<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
August 2017 (cont.)	Tuesday 22	No Meeting	BOARD RECESS
September 2017	Monday 4	Offices Closed	LABOR DAY HOLIDAY
	Tuesday 12	<u>12:30 – 3:00 p.m.</u>	<u>Workshop to Address Crime Statistics in Leon County</u>
	\	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 17/18*
		<u>6:00 p.m.</u>	<u>First and Only Public Hearing to Consider an Ordinance Amending Chapter 14, Article V, of the Leon County Code of Laws, Pertaining to Nuisance Abatement</u>
		<u>6:00 p.m.</u>	<u>First of two Public Hearings to adopt a proposed Ordinance amending Section 10-6.819, Medical Marijuana Dispensing Facilities</u>
		<u>6:00 p.m.</u>	<u>First and Only Public Hearing to Consider Repealing Chapter 7, Article III of the Code of Laws of Leon County</u>
	Wednesday 13- Thursday 14	FAC Policy Committee Conference and County Commissioner Workshops	Central Florida - TBD
	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
	Wednesday 20 – Sunday 24	Congressional Black Caucus Annual Legislative Conference	Walter E. Washington Convention Center Washington, D.C.
	Tuesday 26	<u>1:00 – 3:00 p.m.</u>	<u>Workshop on the Apalachee Regional Park Master Plan &amp; Associated Landfill Closure</u>
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> 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
* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.			
October 2017	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		<u>6:00 p.m.</u>	<u>Second Public Hearing to adopt a proposed Ordinance amending Section 10-6.819, Medical Marijuana Dispensing Facilities</u>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>October 2017 (cont.)</b>	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	<b><u>1:30 p.m.-3:00 p.m.</u></b>	<b><u>Workshop on the 2018 State &amp; Federal Legislative Priorities</u></b>
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>November 2017</b>	Thursday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Friday 10</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> 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
	<b>Thursday 23</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 24</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>December 2017</b>	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 <sup>th</sup> Floor Commission Chambers
	Tuesday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY OBSERVED</b>
	<b>Tuesday 26</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
<b>January 2018</b>	<b>Monday 1</b>	<b>Offices Closed</b>	
	<b>Tuesday 9</b>	<b>No Meeting</b>	<b>Board Recess</b>
	Tuesday 23	3:00 p.m.	Regular Meeting

## **Citizen Committees, Boards, and Authorities**

### **2017 Expirations and Vacancies**

[www.leoncountyfl.gov/committees/list.asp](http://www.leoncountyfl.gov/committees/list.asp)

#### **VACANCIES**

##### **Advisory Committee for Quality Growth**

Board of County Commissioners (1 appointment)

##### **Citizen Charter Review Committee**

Board of County Commissioners (14 appointments)

#### **UPCOMING EXPIRATIONS**

##### **JULY 31, 2017**

##### **Contractors Licensing & Examination Board**

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

##### **Water Resources Committee**

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

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

##### **AUGUST 31, 2017**

##### **Code Enforcement Board**

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

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

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

##### **SEPTEMBER 30, 2017**

##### **Animal Shelter Advisory Board**

Board of County Commissioners (3 appointments)

##### **Community Development Block Grant Citizen's Task Force**

Board of County Commissioners (2 appointments)

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

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

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

##### **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)

**SEPTEMBER 30, 2017 (cont.)**

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

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

**OCTOBER 31, 2017**

**Tourist Development Council**

- Board of County Commissioners (1 appointment)

**DECEMBER 31, 2017**

**CRTPA Citizens Multi-modal Advisory Committee (CMAC)**

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

**Human Services Grants Review Committee**

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

**Joint City/County Bicycle Workgroup**

- Board of County Commissioners (3 appointments)

**Library Advisory Board**

- Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
- Commissioner - District II: Jackson, Jimbo (1 appointment)
- Commissioner - District III: Dailey, John (1 appointment)
- Commissioner - District IV: Desloge, Bryan (1 appointment)

**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Agenda Item #1

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Minutes: May 23, 2017 Regular Meeting

---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Jordan Steffens, Interim Finance Director, Clerk of the Court & Comptroller
<b>Lead Staff/ Project Team:</b>	Rebecca Vause, Board Secretary

**Statement of Issue:**

This agenda item seeks Board review and approval of the following minutes: May 23, 2017 Regular Meeting.

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve the minutes of the May 23, 2017 Regular Meeting.

**Attachment:**

1. May 23, 2017 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
May 23, 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, and Jimbo Jackson. Commissioner Bryan Desloge participated via teleconference. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Interim Finance Director Jordan Steffens and Board Secretary Rebecca Vause.

Chairman Dailey called the meeting to order at 3:00 p.m. and announced that Commissioner Bryan Desloge was out of state; however, would participate in the meeting via phone.

**Invocation and Pledge of Allegiance**

The Invocation was provided by Elder Lewis Anderson from Mt. Pleasant Primitive Baptist Church. Chairman Bill Proctor then led the Pledge of Allegiance.

**Awards and Presentations**

- Commissioner Kristin Dozier presented a Proclamation recognizing May 20-26, 2017 as National Safe Boating Week. Tim Ashley of the Coast Guard Auxiliary, was on hand to accept the Proclamation and encouraged everyone to exercise safe boating practices. He shared that May is Boating Safety Month across the County and that Florida leads the nation in boating deaths.
- Chairman John Dailey presented a Proclamation recognizing May 21-27, 2017 as National Public Works Week. The Proclamation was accepted by Public Works Director, Tony Park, who was recently named Public Works Director of the Year by the Florida Public Works Association.
- REMOVED FROM THE AGENDA: ~~Proclamation recognizing Tallahassee One Walk Ambassador Camille Schneider.~~
- REMOVED FROM THE AGENDA: ~~Presentation on the Bethel Ready4Work Program.~~

**Consent:**

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

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

*The Board approved Option 1: Approve the minutes of the April 25, 2017 FY 17/18 Budget Policy Workshop.*

**2. Payment of Bills and Vouchers for May 23, 2017**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for May 23, 2017 and Pre-Approval of Payment of Bills and Vouchers for the Period of May 24 through June 19, 2017.*

**3. Status Report on the Tallahassee International Airport Foreign Trade Zone Application**

*The Board approved Option 1: Accept the Status Report on the Tallahassee International Airport Foreign Trade Zone.*

**4. Leon County State Housing Initiatives Partnership Local Housing Assistance Plan**

*The Board approved Option 1: Ratify staff's submittal of the Leon County State Housing Initiatives Partnerships – Local Housing Assistance Plan (SHIP-LHAP) for 2017-18, 2018-19, and 2019-20 and adopt the associated Resolution 17-10.*

**5. Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid**

*The Board approved Options 1 & 2: 1) Approve the Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid, and authorize the Chairman to execute; and authorize the County Administrator to execute the associated Mosquito Control State Aid Agreement, in a form approved by the County Attorney, and 2) Approve the Arthropod Control Budget Amendment, and the Resolution and associated Budget Amendment Request realizing an additional \$22,500 into the FY 16/17 budget.*

**6. Reject All Bids for construction of the District II Medical Examiner's Office**

*The Board approved Option 1: Reject all bids for construction of the District II Medical Examiner's Office.*

**7. Florida Department of Environmental Protection Permitting and Compliance Assistance Program Contract Renewal for the Petroleum Storage Tank Regulation Program for 2017-2017**

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

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

*The Board approved Option 1: Schedule the first and only public hearing to consider a proposed Ordinance to amend the canopy road protection requirements for June 20, 2017 at 6:00 p.m.*

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

- Angie White, 17500 Mahan Drive, founder of Voices of Chance Animal League (VOCAL), a local nonprofit animal advocacy organization. She indicated that she will soon propose an amendment to Section 4-37 of the Leon County Animal Control Ordinance to include a “no unattended tethering” clause. Ms. White stated that she will seek meetings with each Commissioner to discuss this important issue.

**General Business**

**9. Status Report on the Implementation of Hurricane Hermine After Action Report Recommendations**

County Administrator Long introduced the item. He recalled that the Board had at its December 13, 2016 workshop, approved the 80 recommendations contained in the Hurricane Hermine After Action Report and directed staff to bring back a status report in six months. He invited Kevin Peters, Emergency Management Director, to make presentation to the Board.



Mr. Peters provided a detailed overview of the report and announced that 94%, or 75 of 80, recommendations have been implemented with the remaining five currently in progress.

County Administrator Long emphasized the work of Matt Cavell, Assistant to the County Administrator, Mr. Peters and County staff over the past six months to effectuate the recommendations from the report.

Commissioner Maddox thanked staff for their efforts to quickly put into place the recommendations. He commented that staff has done a tremendous amount of work over the past six months, including speaking with over 400 citizens. He also complimented staff on addressing the issues that arose in dealing with Hurricane Hermine and its aftermath.

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Accept the status report on the implementation of Hurricane Hermine After Action Report recommendations.*

Commissioner Lindley thanked Mr. Peters for the report and appreciated the scheduling of various events to help the public better prepare for future weather events or other disasters. She expressed her support for the motion.

Commissioner Proctor received additional information on the Resiliency Study RFP process (Attachment #3) ascertaining that the City would have authority over the RFP process. Chairman Dailey clarified that approval for the Resiliency Study RFP (Option 2) was not part of the current motion. Commissioner Proctor asked for clarification regarding the roles of the City and County in responding to emergencies. County Attorney Thiele responded that the Leon County Director of Emergency Management is responsible for the overall response coordination and reports to the Board.

Commissioner Dozier also expressed her appreciation to County staff on the rapid implementation of the After Action Report recommendations. She mentioned that she represented the Board on the Apalachee Regional Planning Council and disaster preparedness had been discussed at their last meeting. She indicated that she had referenced the After Action Report at the meeting, which resulted in an agenda item request on the report. She opined that was a "great endorsement" from neighboring counties. Commissioner Dozier then asked about coordination efforts between emergency management throughout the region. Mr. Peters reported that emergency managers in the surrounding counties meet regularly and are very engaged with each other, which ensures a coordinated effort during an emergency event.

Commissioner Dozier discussed the exclusion of Option 2 in the motion and ascertained from Commissioner Maddox (the maker of the motion) that, in his view, County staff had done its due diligence and he was unclear how much the County would benefit from such an exercise. Commissioner Dozier, while agreeing that a lot of work had been done, remarked that the scope of the resiliency study was wide-ranging and included areas other than weather related events. She established with County Administrator Long that staff could bring back an agenda item updating the Board on areas that the Resiliency Study would include; these include, but are not limited to community preparedness, resiliency of public infrastructure systems, and tree protection and preservation issues.

*Commissioner Dozier offered a friendly amendment to direct staff to bring back an agenda item which updates the Board on any further improvements and addresses the issues that would be dealt with in the Resiliency Study. The friendly amendment was accepted by Commissioner Maddox.*

Commissioner Proctor advocated for the inclusion of Option 2 in the motion as he deemed it important to insulate the County from any negative comments that could be received in its response to a disaster.

*The motion, as amended, carried 7-0.*

#### **10. Tallahassee-Leon County Affordable Housing Workgroup Status Report**

County Administrator Long introduced the item. He noted that the item also seeks Board consideration of the recommendation offered by the Affordable Housing Workgroup to invite Purpose Built Communities to assist in the redevelopment of the Orange Avenue apartments and surrounding neighborhoods and to authorize staff to schedule a joint workshop with the City to consider the final Plan and recommendations of the Workgroup. County Administrator Long conveyed that Shington Lamy, Human Services & Community Partnerships Director, was available to provide a more thorough report or to answer questions.

Commissioner Maddox expressed his enthusiasm for the involvement of Purpose Built Communities in the project, as he is very supportive of their concept.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, & 3: 1) Accept the Status Report on the Tallahassee-Leon County Affordable Housing Workgroup's activities; 2) Invite Purpose Built Communities to assess the feasibility of applying its model to the Orange Avenue Apartments project and authorize staff, in partnership with the City, to assist, and 3) Authorize staff to schedule a joint workshop on the County and City Commissions for October or November 2017 to consider the final Plan and recommendations of the Tallahassee-Leon County Affordable Housing Workgroup.*

Commissioner Proctor saluted Commissioner Maddox's leadership and involvement in addressing the issue of affordable housing. He was pleased that the consultation and technical support provided by Purpose Built Communities was offered at no charge. He expressed concern over the use of mobile homes as an affordable housing option and requested clarification going forward on how mobile homes would be categorized. He appreciated Purpose Built Communities commitment to establishing an educational institution tailored for the residents of the housing develop and questioned if this would be presented as possibly a Charter School or an endorsement for a new high school for the Southside. Commissioner Proctor commented that sidewalks in the Orange Avenue neighborhoods were woefully inadequate and requested that they be included in affordable housing projects.

Commissioner Dozier stated that she was supportive of the Purpose Built Communities approach and was excited about the project. She suggested that the proposed joint workshop be scheduled prior to November, which will be the one year anniversary of the first joint workshop on affordable housing. Commissioner Dozier then asked for clarification regarding the process moving forward. Mr. Lamy explained that Columbia (the organization was selected by the Tallahassee Housing Authority to develop a master plan for the Orange Avenue Corridor) will, along with participation by Purpose Built Communities, be working on the master plan during the summer months; at which time, staff will be working to identify potential "community quarterbacks" for the project. Mr. Lamy indicated that a status report will be presented at the joint workshop, which he anticipates to be scheduled in October.

Commissioner Maddox addressed Commissioner Proctor's inquiry about the educational component of the Purpose Built concept, sharing that their intent is to focus on pre-k and early education with the objective to bring in an elementary, middle and possibly a high school at a later time. He also mentioned his desire that as the redevelopment progresses, the area doesn't create situations of gentrification. He emphasized the need for maintaining the heritage and culture that comes with the area the importance for those living there to continue to reside in the community.

The motion carried 7-0.

**11. Voluntary Collection Agreement with Airbnb for the Collection of Tourist Development Taxes**

County Attorney Thiele introduced the item. He summarized that the collection of Tourist Development Taxes (TDT) would result in an estimated \$46,000 annually; however, this amount would most likely increase over time. He added that the collections would begin immediately.

*Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Option 1: Approve the Voluntary Collection Agreement with Airbnb for the collection of Tourist Development Taxes.*

Commissioner Proctor stated that he could not support the motion. He expressed his concerns over the potential cost increases to visitors and spoke on the rise in hotel room rates when there is a local event. He asserted that this action by hoteliers gives the County a "black eye". He added that the State Legislature has provided no leadership on the collection of taxes, such as internet sales. Commissioner Proctor also noted that the agenda item did not contain any financial data and requested this information be provided.

Commissioner Desloge asked County Attorney Thiele if consideration has been given to enter into similar agreements with other short-term rental platforms. Mr. Thiele responded that Airbnb is the largest provider of these services in Leon County and the voluntary agreement will help open up discussions with other providers about taking similar steps. Commissioner Desloge requested a status update on possible voluntary collection agreements with other rental entities.

Commissioner Lindley viewed this as a home rule issue and for the County to step forward is an important gesture in the County's own ability to collect these taxes. She expressed her support for the agreement and submitted that Airbnb creates some competition to local hotels which could affect room rates. She too agreed that a look at expanding this sort of agreement beyond Airbnb was appropriate at some point.

Commissioner Dozier asked County Attorney Thiele if there was a way to use the proposed agreement as a standard with other renting organizations such as Vacation Rental By Owner (VRBO). Mr. Thiele responded that this could be pursued as a voluntary matter; however, he opined that it should now be easier to induce other rental entities into an agreement now that Airbnb was on board. Commissioner Dozier voiced her support for the agenda item and asked that it include not only recommendations, but how to encourage and educate others to enter into an agreement and a timeframe on how to strengthen that from voluntary to mandatory.

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

**12. Agreement Awarding Bid to Allen's Excavating, Inc. in the Amount of \$394,571 for Construction of the Fred George Road Box Culvert and Trash Screen**

County Administrator Long introduced the item. He provided that Allen's Excavating was the lowest responsive bidder.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the Agreement awarding bid to Allen's Excavating, Inc. in the amount of \$394,571 for construction of the Fred George Road box culvert and trash screen and authorize the County Administrator to execute. The motion carried 7-0.*

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

**Scheduled Public Hearings**

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

**Attending:** County Commission: Chairman John Dailey and Commissioners Bill Proctor, Kristin Dozier, Mary Ann Lindley, Jimbo Jackson, and Nick Maddox.

City Commission: Mayor Andrew Gillum and Commissioners Nancy Miller, Gill Ziffer, Scott Maddox and Curtis Richardson.

**Call to Order:**

Mayor Andrew Gillum called the public hearing to order at 6:06 p.m.

Cherie Bryant, Tallahassee-Leon County Planning Department, welcomed Commissioners to the public hearing and noted that the County Commission had voted to revise the sequence of Public Hearings.

County Commissioner Nick Maddox confirmed that the County Commission had voted at its meeting earlier to revise the sequence of Public Hearings as follows:

1. Conduct Joint City/County Transmittal Hearing on Out-of-Cycle Comp Plan Amendments;
2. Conduct Adoption Hearing on Cycle 2017 Comp Plan Amendments, and
3. Conduct County Only Rezoning Amendment.

*Commissioner Maddox moved, duly seconded by Commissioner Proctor, to adopt the revised sequence of Public Hearings as noted above. The motion carried 11-0 (Commissioner Desloge absent).*

**13. Joint City-County Commission Transmittal Hearing on the 2017 Out-of-Cycle Comprehensive Plan Amendments**

**PCM201709: Holy Comforter Episcopal School**

**PCT201701: Welaunee Critical Area Plan**

**PCM201702: Community Services**

Ms. Bryant provided an overview of the proposed amendment and shared that both staff and the Local Planning Agency (LPA) recommend approval. She then confirmed that there were no speakers on the amendments.

On behalf of the County: *Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Option 1: Conduct the transmittal public hearing on the 2017 Out-of-Cycle Comprehensive Plan Amendments and direct staff to transmit approved amendments to the Florida Department of Economic Opportunity. The motion carried 6-0 (Commissioner Desloge absent).*

On behalf of the City: *Commissioner Ziffer moved, duly seconded by Commissioner Scott Maddox, approval of Option 1: Conduct the transmittal public hearing on the 2017 Out-of-Cycle Comprehensive Plan Amendments and direct staff to transmit approved amendments to the Florida Department of Economic Opportunity. The motion carried 5-0*

**14. Joint City-County Adoption Public Hearing on the 2017 Cycle Comprehensive Plan Amendments (County Only)**

**PCM201703 Future Land Use Map  
PCM201704 Future Land Use Map  
PCM201707 Future Land Use Map**

Ms. Bryant provided an overview of the proposed amendment and indicated that the County only would vote on the item. She then confirmed that there were no speakers on the amendments.

*Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Option 1: Conduct the second and final public hearing on the 2017 Cycle Comprehensive Plan Amendments and adopt the proposed Ordinance, thereby adopting the map amendment to the Tallahassee-Leon County 2030 Comprehensive Plan. The motion carried 6-0 (Commissioner Desloge absent).*

**15. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District (County Only)**

Ms. Bryant provided an overview of the proposed amendment. She then confirmed that there were no speakers on this amendment.

*Commissioner Dozier moved, duly seconded by Commissioner Jackson, approval of Option 1: Conduct the first and only public hearing and adopt the proposed ordinance amending the Official Zoning Map to Change the Zoning Classification from the Single Family Residential (R-1) and Urban Residential (R-4) Zoning Districts to the Light Industrial (M-1) Zoning District. The motion carried 6-0 (Commissioner Desloge absent).*

Chairman Dailey confirmed that there was no further business requiring County action.

*There being no further business to come before the County Commission, Commissioner Nick Maddox moved, duly seconded by Commissioner Proctor, to adjourn the County Commission meeting at 6:25 p.m. The motion carried 6-0 (Commissioner Desloge 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:**

- Reminded the Board that the scheduled public hearings would be held at City Hall in the City Commission Chambers at 6:00 p.m. He proposed a modified agenda (which is attached for the record) which would enable the County to conduct its public hearings prior to the City public hearings.

*Commissioner Maddox moved, duly seconded by Commissioner Lindley, to adopt the amended agenda so that the Joint City/County public hearing is conducted first (Item #13), followed by the two County public hearings (Items 14 & 15), and then City items. The motion carried 7-0.*

### **County Administrator Long:**

- Invited Lindsey Volpe, Tallahassee-Leon County Office of Economic Vitality (OEV), to provide the Board with an update on the Americas Competitive Exchange (ACE) Tour.
  - Ms. Volpe announced that Leon County and four other communities in Florida have been selected to host the 8<sup>th</sup> Annual ACE Tour in 2018 and provided an overview of the event.
  - Commissioner Dozier thanked OEV staff for their efforts and noted the relationships that have been developed with other EDOs in Florida as a result of the ACE Tour.

## **Commissioner Discussion Items**

### **Commissioner Desloge:**

- Thanked Commissioner Maddox for his leadership in addressing affordable housing and commented that the recommendations by the workgroup were a great first step.
- Appreciated the efforts of the County Attorney and his staff on development of the Airbnb agreement.
- Thanked the Board for its ongoing support as he serves as NACo President.
- Complimented the Greater Tallahassee Chamber of Commerce on the recent Chamber sponsored trip to Nashville whereby local business and government leaders learned of the city's branding and economic development secrets.

Commissioner Desloge disconnected from the meeting and was no longer available.

### **Commissioner Proctor:**

- Discussed how the area of purchasing has changed over the years and suggested that the Board schedule a workshop to ascertain a better understanding of the current purchasing climate, to include discussion on centralized vs decentralized.
  - *Commissioner Proctor moved, duly seconded by Commissioner Maddox, to direct staff to schedule a purchasing workshop. The motion carried 6-1 (Commissioner Dozier in opposition).*
- Reflected on the County's rural zoning category and requested that staff bring back a status report on the County's requirement for one unit per ten acres.
  - *Commissioner Proctor moved, duly seconded by Commissioner Jackson, to direct staff to provide a status update on the County's rural zoning ordinance.*
    - Commissioner Dozier inquired if the Planning Department is already reviewing rural zoning as part of a larger review of the Comprehensive Plan. She indicated that she could not support pulling out for this specific portion for an agenda item, should it be brought to the Commission for future discussions.
    - County Administrator Long responded that staff could, if the Board desired, bring back an agenda item. He then invited Barry Wilcox, Development Support and Environmental Management, to provide further information to the Board.
    - Mr. Wilcox confirmed that rural zoning and associated requirements are included in the review of the Land Use Element of the Comprehensive Plan.

- Commissioner Proctor implored the Board to not let the issue come back as part of the bigger Comprehensive Plan review. He submitted that the issue needed to be pulled out so as to have a better understanding of the adverse actions of this policy. Commissioner Proctor asserted that his interest in reviewing this policy is to create a standard that will allow the Southside to expand and grow.
- The motion failed 4-2 (Commissioners Dailey, Maddox, Lindley, and Dozier in opposition). Commissioner Desloge absent.
- Commended the Greater Tallahassee Chamber of Commerce on the successful of the recent Nashville trip.

**Commissioner Dozier**

- Remarked on the graduation of the first class of students from Leon County's Leon Works Junior Apprenticeship Program.
- Congratulated KynderMed and Sensatek Propulsion Technology, Inc. for being named the 2017 winners of the Innovation Park TechGrant Program.
- Acknowledged the success of the 10<sup>th</sup> Annual TalTech Expo, held on May 19, 2017.

**Commissioner Jackson:**

- Commented on the recent Honor Flight where his 88 year old neighbor, a WWII Navy Commander was a participant.

**Commissioner Lindley:**

- Provided follow up comments on the Junior Apprenticeship Program also remarking on the wonderful graduation program held.
- Mentioned that the Tallahassee Builder's Association (TBA) had expressed an interest to increase its participation in the Leon Works Expo.
- Attended the recently held open house of the Development Support and Environmental Management offices. She noted the new approach in permitting and customer service and voiced her appreciation for the enhancements.
- Addressed the comments provided by Ms. Angie White regarding expansion of the tethering ordinance.
  - Commissioner Lindley moved, duly seconded by Commissioner Maddox, to direct staff to bring back an agenda item on possible expansion of Leon County's tethering ordinance. The motion carried 6-0 (Commissioner Desloge absent).

**Commissioner Maddox:**

- Recognized Commissioner Proctor's summer interns April McIntosh and Kenya Clark.
- Requested staff provide information on existing entrepreneurial activities in Leon County and the possibility of becoming a Certified Entrepreneurial Community.
- Also commented on the success of the Chamber sponsored trip to Nashville.

**Chairman Dailey:**

- Reminded the Board and the public that the public hearings would be held at 6:00 at City Hall in the City Commission Chambers.

4:53 p.m. - Chairman Dailey announced the Board was in recess until 6:00.

**Receipt and File:**

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

**Adjourn:**

There being no further business to come before the Board, the meeting was adjourned at 6:25 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

DRAFT



**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Agenda Item #2

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Payment of Bills & Vouchers

---

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

### **Statement of Issue:**

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval July 11, 2017 and pre-approval of payment of bills and vouchers for the period of July 12 through September 12, 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 July 11, 2017, and pre-approve the payment of bills and vouchers for the period of July 12 through September 12, 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 July 11, 2017 meeting, the morning of Monday, July 10, 2017. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

### **Analysis:**

Due to the County Commission Recess, the Board will not be holding a regular meeting until September 12, 2017. Therefore, it is advisable for the Board to pre-approve payment of the County's bills for July 12 through September 12, 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 July 11, and pre-approve the payment of bills and vouchers for the period of July 12 through September 12, 2017.
2. Do not approve the payment of bills and vouchers submitted for July 11, 2017 and pre-approve the payment of bills and vouchers for the period of July 12 through September 12, 2017.
3. Board direction.

### **Recommendation:**

Option #1.


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

# Leon County Board of County Commissioners

## Agenda Item #3

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Herbert W.A. Thiele, County Attorney 

**Title:** Proposed Revision to Policy No. 04-1, Service of Process of Summonses and Subpoenas

---

<b>Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	N/A
<b>Lead Staff/ Project Team:</b>	Herbert W.A. Thiele, County Attorney

### **Statement of Issue:**

This agenda item seeks Board approval of a revision to Policy No. 04-1, Service of Process of Summonses and Subpoenas, to comply with Section 48.031, Florida Statutes, designating a private space at each County work area in which a process server may serve County employees.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Adoption of revised Policy No. 04-1, Service of Process of Summonses and Subpoenas (Attachment #1).

## **Report and Discussion**

### **Background:**

The Board approved Policy No. 04-1, Service of Process of Summonses and Subpoenas, on February 24, 2004, to provide clarity and written direction to Commissioners and Board employees regarding service of process on County matters.

### **Analysis:**

Chapter 48, Florida Statutes (2016) governs service of process. A recent review of this statute indicates that it has been revised since the approval of Policy No. 04-1. Section 48.031(1)(b), Florida Statutes, now provides as follows:

An employer, when contacted by an individual authorized to serve process, shall allow the authorized individual to serve an employee in a private area designated by the employer. An employer who fails to comply with this paragraph commits a noncriminal violation, punishable by a fine of up to \$1,000.

A revision to Policy No. 04-1, reflecting the above amendment is attached as Attachment #1.

### **Options:**

1. Adopt revised Policy No. 04-1, Service of Process of Summonses and Subpoenas (Attachment #1).
2. Do not adopt revised Policy No. 04-1, Service of Process of Summonses and Subpoenas.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Policy No. 04-1, Service of Process of Summonses and Subpoenas

## Board of County Commissioners Leon County, Florida

### Policy No. 04-1

Title: Service of Process of Summonses and Subpoenas

Date Adopted: ~~February 24, 2004~~ [July 11, 2017](#)

Effective Date: ~~February 24, 2004~~ [July 11, 2017](#)

Reference: ~~N/A~~ [Chapter 48, Florida Statutes](#)

Policy Superseded: ~~None~~ [Policy No. 04-1 adopted February 24, 2004](#)

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that [Policy No. 04-1 adopted by the Board of County Commissioners on February 24, 2004 is hereby amended, and a new revised policy adopted in its place, to wit:](#)

#### Summonses for Leon County, Florida, Commissioners and Board Employees

The County Attorney, or his designee, is hereby authorized to accept service on behalf of Leon County, Florida; individual Commissioners in their capacity of County Commissioner; and Board employees in their capacity of Board employee.

#### Subpoenas for Commissioners

The County Attorney, or his designee, is hereby authorized to accept service on behalf of individual Commissioners in their capacity of Leon County Commissioner.

#### Subpoenas for Board Employees

Subpoenas directed to individual Board employees in their capacity of Board employee shall be served on said employee, and said employee shall then immediately deliver the subpoena to the County Attorney's Office for further direction.

#### Personal Matters

This policy does not apply to accepting service for County Commissioners or Board employees on their personal matters.

#### Designated Space for Service

[When contacted by either an individual authorized to serve process or by an employee expecting to be served, the supervisor of the employee to be served shall allow the authorized individual to serve the employee in a private work area designated by the supervisor.](#)

**Leon County  
Board of County Commissioners  
Notes for Agenda Item #4**



# Leon County Board of County Commissioners

## Agenda Item #4

July 11, 2017

**To:** Honorable Chairman and Members of the Board

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

**Title:** Proposed Revision to Policy No. 03-14, Annual Evaluation and Pay Adjustment for the County Attorney

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Candice Wilson, Human Resources Director
<b>Lead Staff/ Project Team:</b>	Geri M. Forslund, Employee Development Coordinator

### **Statement of Issue:**

This agenda item recommends aligning the County Attorney's and County Administrator's evaluation process timelines.

### **Fiscal Impact:**

There is no fiscal impact.

### **Staff Recommendation:**

Option #1: Adopt proposed revisions to Policy No. 03-14, Annual Evaluation and Pay Adjustment for the County Attorney (Attachment #1).

## **Report and Discussion**

### **Background:**

Policy No. 03-14, “Annual Evaluation and Pay Adjustment for the County Attorney” provides the process and timeline for the County Attorney’s annual performance evaluation. A separate Board approved policy provides for the process and timeline to evaluate the County Administrator. Currently, the timelines for the two evaluations are not the same.

### **Analysis:**

In order to improve the efficiency and process for the Board as they conduct the annual evaluation of the County Attorney, staff recommends amending Policy No. 03-14 to revise the timeline to be consistent with the timeline for the County Administrator evaluation. The revised policy has the evaluation processes commencing October 1, with each Commissioner having until October 15 to complete the evaluation. Attachment #1 contains the revised policy.

### **Options:**

1. Adopt proposed revisions to Policy No. 03-14, Annual Evaluation and Pay Adjustment for the County Attorney (Attachment #1).
2. Do not adopt proposed revisions to Policy No. 03-14, Annual Evaluation and Pay Adjustment for the County Attorney.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Revised Policy No. 03-14, Annual Evaluation and Pay Adjustment for the County Attorney

## Board of County Commissioners Leon County, Florida

### Policy No. 03-14

Title: Annual Evaluation and Pay Adjustment for the County Attorney

Date Adopted: ~~January 29, 2013~~ July 11, 2017

Effective Date: ~~January 29, 2013~~ July 11, 2017

Reference: N/A

Policy Superseded: ~~Policy No. 03-14 adopted September 20, 2011;~~ Policy No. 00-6, "Annual Evaluations and Pay Adjustments for County Administrator and County Attorney," adopted September 9, 2000; Policy No. 03-14, "Annual Evaluations and Pay Adjustments for County Administrator and County Attorney," adopted October 14, 2003; Policy No. 03-14, "Annual Evaluations and Pay Adjustments for County Administrator, County Attorney, and Executive Director, Tourist Development Council," adopted October 14, 2008; Policy No. 03-14, "Annual Evaluation and Pay Adjustment for the County Attorney," adopted September 20, 2011; revised January 29, 2013.

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that:

Policy No. 03-14 "Annual Evaluation and Pay Adjustment for the County Attorney," adopted by the Board of County Commissioners on ~~September 20, 2011~~ January 29, 2013, is hereby ~~superseded~~ amended and a revised policy is adopted in its place, to-wit:

There shall be an annual review and merit pay consideration for the County Attorney. A procedure shall be used to conduct such annual evaluation and to determine annual pay adjustments of the County Attorney.

1. By ~~September 5~~ no later than October 1 of each year, the Human Resources will notify each Commissioner regarding the opening of the online evaluation tool for the County Attorney's evaluation-. The performance evaluation is included as part of this policy. Chairman will distribute the County Attorney's performance evaluation form, included as part of this policy, to each of the Board members.
2. By ~~September 25~~ October 15 of each year, each Commissioner will meet individually with the County Attorney to discuss the results of their evaluations. At the conclusion of the evaluation conference, the Commissioner will provide the County Attorney with a copy of the completed and signed form. The County Attorney will forward a copy of the completed evaluation to the Chairman and to the Human Resources Director.

**Annual Evaluation and Pay Adjustment for the County Attorney**  
**Policy No. 03-14**

---

**2.01**

3. The Chairman will review all of the evaluation forms and by October ~~1~~31 of each year approve an appropriate merit percentage increase in accordance with the contract of the County Attorney.

**County Board of County Commissioners  
Performance Evaluation**

**County Attorney**



This [online](#) form shall be completed by each member of the Board to evaluate the County Attorney's performance in each of the areas noted below. Performance levels can be noted based on the following scale:

- 5 – Excellent (almost always exceeds expectations and performs at very high standard)
- 4 – Above average (generally exceeds performance expectations)
- 3 – Satisfactory (meets performance expectations)
- 2 – Below average (generally does not meet performance expectations)
- 1 – Unsatisfactory (almost always fails to meet minimum performance expectations).

Each member of the Board should sign the form and forward it to the Chairman.

**EVALUATION PERIOD:** \_\_\_\_\_ **TO:** \_\_\_\_\_

<b>1.</b>	<b>PROFESSIONAL SKILLS AND STATUS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Legal advice provided has proven to be accurate and technically correct.					
b.	Is respected within the legal profession.					
c.	Possesses an efficient and effective knowledge of the County's Code of Laws and regulations, state statutes, and federal laws.					
d.	Possesses an efficient and effective knowledge of case law and other government's regulations regarding local governments and issues facing the County.					

<b>2.</b>	<b>RELATIONS WITH BOARD OF COUNTY COMMISSIONERS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Communicates effectively with the Board, staff, and the community.					
b.	Responds in a timely manner to requests made by the Board.					
c.	Proactively anticipates and identifies potential legal consequences to proposed Board action.					
d.	Maintains the Board's and County staff's confidence in the performance of his duties.					

**Annual Evaluation and Pay Adjustment for the County Attorney**  
**Policy No. 03-14**

<b>3.</b>	<b>LEGAL REPRESENTATION</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Aggressively represents the County's interests as directed by the Board.					
b.	Approach is effective in achieving the best possible legal outcomes for the County's interests given the issues that arise.					
c.	Represents the County in a professional and ethical manner.					
d.	Impartially and objectively performs his duties and responsibilities.					
e.	Estimates of legal impacts are reasonably accurate on a regular basis.					
f.	Regularly provides the scope of legal expertise necessary to meet the County's needs on issues that arise, either himself, through his staff, or other available resources.					
g.	Maintains confidentiality with regard to all matters discussed with the Board and County staff.					
<b>4.</b>	<b>REPORTING</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Provides the Board with reports concerning matters of importance to the County.					
b.	Reports are accurate, comprehensive, and produced in a timely manner.					
<b>65.</b>	<b>STAFFING</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Recruits and retains competent personnel.					
b.	Accurately informed and concerned about employee relations.					
c.	Promotes training and development opportunities for attorneys and staff.					
<b>67.</b>	<b>SUPERVISION</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Encourages staff to make decisions within their own areas of responsibility and job descriptions, yet maintains general control of all legal operations.					
b.	Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for the completion of their assignments.					
c.	Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the County Attorney's office.					
d.	Evaluates personnel periodically and addresses any needed improvements, as well as recognizes accomplishments.					
e.	Encourages teamwork, innovation, and effective problem-solving among the attorneys and staff.					

**Annual Evaluation and Pay Adjustment for the County Attorney**  
**Policy No. 03-14**

---

<b>78.</b>	<b>FISCAL MANAGEMENT</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Prepares a balanced budget to provide services at a level directed by the Board.					
b.	Appropriately monitors and manages the fiscal activities of the County Attorney's Office.					

**Total All Points:** \_\_\_\_\_

**Divide Total by:** 27 (# of categories)

**Average:** \_\_\_\_\_

**Annual Evaluation and Pay Adjustment for the County Attorney**  
**Policy No. 03-14**

---

**810.** What strengths has the County Attorney demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefited from the County Attorney's leadership)?

---

---

---

---

**911.** What performance areas, if any, would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Attorney to improve these areas?

---

---

---

---

**1012.** Other comments?

---

---

---

---

---

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Leon County  
Board of County Commissioners  
Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Agenda Item #5

July 11, 2017

**To:** Honorable Chairman and Members of the Board

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

**Title:** Termination of the Dove Pond Joint Project Agreement Dated October 30, 2009, and Authorization to Enter Into a LIV Agreement with Canopy Community Development District

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Patrick T. Kinni, Deputy County Attorney Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Patrick T. Kinni, Deputy County Attorney

### **Statement of Issue:**

Consistent with the Blueprint Intergovernmental Agency's June 13, 2017 approval of the agreement with the Canopy Community Development District for the construction of the Dove Pond Regional Stormwater Management Facility, this agenda item seeks the Board's consideration to terminate the previous Dove Pond Joint Project Agreement dated October 30, 2009, as amended, and authorization to enter into the LIV Agreement with the Canopy Community Development District.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Terminate the Dove Pond Joint Project Agreement dated October 30, 2009, as amended, and enter into the Dove Pond Regional Stormwater Facility Linear Infrastructure Variance Agreement with the Canopy Community Development District, and authorize County Administrator to execute same.

## **Report and Discussion**

### **Background:**

The County entered into an Agreement with CNL Tallahassee I, LLC (“CNL”) dated October 30, 2009 calling for the filing of a Linear Infrastructure Variance application by the County, the approval of which by the City of Tallahassee was a condition precedent necessary for the construction of the Dove Pond Regional Stormwater Facility (“RSF”). CNL agreed to pay the costs associated with the LIV application for the Dove Pond RSF. That Agreement was subsequently amended in November 2010, and thereafter CNL assigned its interests in the Agreement to Ox Bottom Mortgage Holdings, LLC.

At the September 12, 2016 meeting of the Blueprint Intergovernmental Agency (“Blueprint”), its Board of Directors approved a funding strategy for a Blueprint 2020 Infrastructure Project, more specifically, Project 25, Northeast Gateway: Welaunee Critical Area Plan Regional Infrastructure Phase I. Phase I of the Northeast Gateway Project, includes the extension of Welaunee Boulevard north to the proposed Shamrock Way extension ending at Centerville Road. The proposed Dove Pond Regional Stormwater Management Facility (“Dove Pond RSF”) is a critical piece of the Northeast Gateway Project as it is anticipated to serve the stormwater needs required for the Welaunee Boulevard roadway improvements, as well as other public infrastructure and development within the Dove Pond Basin. The estimated cost of construction of the Dove Pond RSF is approximately \$3 million. The Blueprint Board of Directors met on June 13, 2017 and approved an Agreement (Attachment #1) between Blueprint and the District, the tenants of which provide, in pertinent part:

- The District will construct the Dove Pond RSF, to be funded jointly by Blueprint and the District on a two-thirds to one-thirds basis; however, should the total construction costs exceed \$3 million, Blueprint is no longer required to contribute funds necessary for the cost of construction and such obligation shall fall solely to the District;
- The Dove Pond RSF will provide stormwater management for runoff from unincorporated areas of the County near the District boundaries, portions of property owned by the City of Tallahassee, segments of Welaunee Boulevard to be constructed by Blueprint and other public infrastructure;
- The Dove Pond RSF will be owned, operated and maintained by the District;
- Any new development constructed prior to the completion of the Dove Pond RSF may not discharge stormwater therein until such time as the completion of construction of same;

### **Analysis:**

As described above, The Dove Pond RSF is a critical part of the Northeast Gateway: Welaunee Critical Area Plan Regional Infrastructure Phase I project. However, the Joint Project Agreement between Blueprint and the District for the funding and construction of the Dove Pond

Title: Termination of Dove Pond Joint Project Agreement Dated October 30, 2009, and  
Authorization to Enter Into a LIV Agreement with Canopy Community Development  
District

July 11, 2017

Page 3

---

RSF is specifically conditioned upon the County terminating the Dove Pond Joint Project Agreement dated October 30, 2009, as amended, and the County entering into a Linear Infrastructure Variance Agreement with the District (Attachment #2), for the purpose of outlining joint cooperation between the parties in the event modifications or amendments to the Linear Infrastructure Variance, as approved by the City of Tallahassee, become necessary. Essentially, this Agreement delineates a mechanism between the County and the District for the purpose of effectuating any changes to the LIV application in the event same are necessitated as the District proceeds with the design, permitting and construction of the Dove Pond RSF.

**Options:**

1. Terminate the Dove Pond Joint Project Agreement dated October 30, 2009, as amended, and enter into the Dove Pond Regional Stormwater Facility Linear Infrastructure Variance Agreement with the Canopy Community Development District, and authorize County Administrator to execute same.
2. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Blueprint Intergovernmental Agency – Canopy Community Development District Joint Project Agreement - Dove Pond Regional Stormwater Facility
2. Dove Pond Regional Stormwater Facility Linear Infrastructure Variance Agreement

**Blueprint Intergovernmental Agency – Canopy Community Development District  
Joint Project Agreement  
Dove Pond Regional Stormwater Facility**

This JOINT PROJECT AGREEMENT (“JPA” or “Agreement”) is made and entered into by and between the LEON COUNTY - CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY (“Agency”), and the CANOPY COMMUNITY DEVELOPMENT DISTRICT (“District”), an independent special-purpose unit of local government organized and existing pursuant to Chapter 190, Florida Statutes (“F.S.”) [collectively hereinafter “the Parties”], pursuant to the Florida Interlocal Cooperation Act of 1969, § 163.01, F.S.

**RECITALS**

**WHEREAS**, the District was established by Ordinance No. 17-O-08 adopted by the Tallahassee City Commission on May 24, 2017, the Boundaries of which are further described in Exhibit 1, pursuant to Section 190.005, F.S., and includes 424.17 acres (“Property”) owned by Ox Bottom Mortgage Holdings, LLC (“Ox Bottom”), which intends to develop the Property as part of the Canopy Planned Unit Development (“Canopy” or “Development”); and

**WHEREAS**, the Property includes the water body known as Dove Pond (“Dove Pond”) and borders 428 acres owned by the City of Tallahassee (“City Property”), which have been approved as the Welaunee Toe - East Planned Unit Development (“City PUD”); and

**WHEREAS**, Dove Pond is located in the Tri-Basin Area which is in Leon County (“County”) and is comprised of three closed basins: Dove Pond Closed Basin; Lafayette Closed Basin; and Pedrick Closed Basin; and

**WHEREAS**, during periods of severe rainfall, stormwater flows north to south and has historically resulted in significant flooding downstream of Dove Pond with the most notable events having occurred in the 1970s, 1980s, and 1994; and

**WHEREAS**, in addition to the stormwater received within the Dove Pond Closed Basin, Dove Pond receives stormwater from upstream areas within the County including the approximately 320 acres north of the Property and Dove Pond; and

**WHEREAS**, during the 1994 event, areas downstream of Dove Pond experienced severe and extended flood conditions, the County in July of 1994 declared a state of emergency for the Tri-Basin Area based on these severe flood conditions, and in an effort to alleviate flood conditions and protect homes in Country Walk, Midyette Plantation, and Lafayette Oaks subdivisions, the County constructed a sand bag berm along the north side of Miccosukee Road to impound runoff from Dove Pond; and

**WHEREAS**, this flooding in the Tri-Basin Area caused significant damage to homes resulting in uninhabitable conditions for many, the closing of critical roads, and the County's later purchase of properties, through its flooded properties acquisition program, in the Lafayette Oaks Subdivision in an effort to reduce the number of structures threatened by flooding in the Tri-Basin Area; and

**WHEREAS**, following these events, the County commissioned a study which resulted in the production of the *Evaluation of Flood Reduction Alternatives and Recommendations for Flood Reduction Tri-Basin Stormwater Management Study* dated April 1999 ("Tri-Basin Report"), and the primary purpose of the Tri-Basin Report was to provide the County with studied options to choose from and implement in order to resolve the historical flooding problems within the Tri-Basin Area; and

**WHEREAS**, based on the County's findings and conclusions included in the Tri-Basin Study, the County determined that a critical component for resolving these flooding

problems was to acquire Dove Pond and the necessary property surrounding Dove Pond in order to construct a regional stormwater facility ("Dove Pond RSF" or "Project"); and

**WHEREAS**, the Tallahassee-Leon County Comprehensive Plan was amended in 2002 to include the Welaunee Critical Area Plan ("Welaunee CAP"), which plans for, supports, and authorizes the use of Dove Pond as a regional stormwater facility to serve future development within the "Toe" as defined by the Welaunee CAP, including portions of the Property and of the City Property, and provide flood protection downstream of Dove Pond within the Tri-Basin Area by retaining stormwater from the upstream areas described above; and

**WHEREAS**, Canopy is approved to include the Dove Pond RSF which has been designed to reduce downstream flooding and include stormwater from: upstream, the post-development Canopy project, and pre-development within other portions of the Toe, consistent with the Tri-Basin Report and Welaunee CAP; and

**WHEREAS**, the Welaunee CAP and Section 5-125(b) of the City's Land Development Code ("City LDC") require the City's approval of a public sector linear infrastructure variance ("LIV") to authorize the construction of the Dove Pond RSF, which includes the placement of fill within the floodplain and wetlands to construct a necessary earthen berm at the southern end of Dove Pond for the purpose of impounding water; and

**WHEREAS**, the City's LDC does not authorize non-governmental bodies to apply for a LIV, but does authorize the County to file and obtain a LIV; and

**WHEREAS**, pursuant to the Dove Pond Joint Project Agreement dated October 30, 2009, Ox Bottom's predecessor prepared a LIV application ("LIV Application") on behalf of the County, the County executed and filed the LIV Application with the City, and the City approved the LIV Application and granted a variance for the Dove Pond RSF; and

**WHEREAS**, the Welaunee CAP contemplates that public entities will engage in cost-sharing measures to fund the capital costs associated with the Dove Pond RSF based on shared usage of the facility for stormwater storage; and

**WHEREAS**, the total capacity planned for the Dove Pond RSF is approximately 820 acre-feet and approximately 270 acre-feet is the amount of capacity allocated to retain off-site area stormwater runoff to prevent flooding downstream in unincorporated areas; and

**WHEREAS**, the Tri-Basin Study had previously anticipated the County or the Agency having to acquire Dove Pond in order to implement the Dove Pond RSF, and the Welaunee CAP anticipated that, with public funding, the landowner would provide the use of Dove Pond for the construction of the Dove Pond RSF; and

**WHEREAS**, the Agency has determined that the construction of the Dove Pond RSF will provide significant benefits to the public health, safety, and welfare of the citizens of the County and the City; and

**WHEREAS**, the Parties recognize the benefits of intergovernmental coordination, including but not limited to the District's commitment pursuant to this Agreement to provide stormwater management for runoff from unincorporated areas of the County near the District, portions of the City Property, and segments of Welaunee Boulevard to be constructed with public funds, and desire to finalize an agreement which secures a plan for the permitting and construction of the Dove Pond RSF, as provided for below, in order to provide these benefits; and

**WHEREAS**, the District has agreed to accelerate construction of the Dove Pond RSF commencing within one-hundred twenty (120) days of receipt of the final permits authorizing construction which permitting process is currently underway and for which in exchange the Agency agrees herein to provide funding for the facility in the amount of two-thirds of the total construction costs of the Dove Pond RSF but in an amount not to exceed \$2,000,000.00, which funding will result in early completion of the Project to implement



the Tri-Basin Report and thus benefits to downstream property owners in unincorporated areas of the County more rapidly than otherwise would be possible.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated into the JPA.
2. **Conditions Precedent.**
  - A. The following Conditions Precedent are the responsibility of the County who shall promptly notify the Parties upon satisfaction of each:
    - i. Termination of the Dove Pond Joint Project Agreement dated October 30, 2009, as amended by the First Amendment to the Dove Pond Joint Project Agreement dated November 29, 2010; and
    - ii. The County entering into an LIV Agreement with the District for the purpose of outlining cooperation in the event modifications or amendments to the LIV as approved by the City and became effective on October 22, 2010 .
  - B. If either of the Conditions Precedent set forth in Section 2(A)(i)-(ii) are not satisfied by the County on or before July 12, 2017, then this JPA shall automatically terminate, and neither Party shall be considered in default hereunder, and the Parties shall have no further liability hereunder in respect to this JPA.

**3. Participation in Costs of Dove Pond RSF Construction.**

A. Through this JPA, the Parties have agreed to an approach for implementing the Dove Pond RSF that will result in the Agency funding two-thirds of the total construction costs of the Dove Pond RSF in an amount not to exceed \$2,000,000.00 toward completion of the Project, including, but not limited to construction engineering and inspection services delineated in Section 6, below; but in no event operational or maintenance costs associated with the Project as described in Section 5, below. The District shall pay the other one-third of all construction costs from its own funds or funds from other sources; however, should the total construction costs exceed \$3,000,000.00, the District shall be obligated for its one-third share plus all costs in excess of \$3,000,000.00. The Parties agree that the terms and conditions of this JPA satisfy the requirements or obligations referred to in Policy LU 13.1.5(3)(c) of the Welaunee CAP as they may be applied to the County and the City, and that no future cost sharing with respect to the Dove Pond RSF shall be required of the Agency, the County, or the City. All funding obligations set forth herein are strictly subject to budget and appropriation from public entities.

B. The District shall accelerate construction of the Dove Pond RSF commencing within one-hundred twenty (120) days of receipt of the final permits authorizing construction of same or the effective date of this JPA, whichever occurs last.

**4. Totality of the Parties' Obligations and Consideration.**

A. The District shall pay any and all costs it incurs (e.g., consultants and counsel, application fee) associated with the processing and implementation of this JPA. The Dove Pond RSF has been designed and will be constructed to achieve the objective of discharging no stormwater in a 1994 Historical Storm event, and a 100-year-24-hour storm event, as described in the Benefits Summary. The Parties agree and understand that the construction of the Dove Pond RSF is subject to the issuance of development

authorizations, including the LIV. Ox Bottom agrees that the construction of the Dove Pond RSF shall be completed prior to the construction of any development within the Dove Pond Basin, except as expressly set forth below. The construction of the Dove Pond RSF will not be required in conjunction with the development and construction of infrastructure, facilities, and institutional uses which will be publicly owned and/or operated (e.g., roads, school, senior citizens' center, fire station, etc.) within the Dove Pond Basin, if Ox Bottom obtains the required authorizations from applicable state agencies and the City to permit alternative stormwater facilities within the Dove Pond Basin upland areas of the Development to accommodate public infrastructure, facilities, and institutional uses on a temporary or permanent basis within the Dove Pond Basin of the Canopy project. Ox Bottom agrees and understands that prior to the completion of the Dove Pond RSF, development within the Dove Pond Basin may occur only on the Parcels identified in Exhibit 2 hereto (denoted in blue cross-hatched); provided, however, that such development within the Dove Pond Basin shall not discharge any stormwater to the Dove Pond RSF until such time as the completion of construction of the Dove Pond RSF.

B. Ox Bottom understands and accepts the provisions of Section 4.A. of the JPA and by execution of the JPA acknowledges its joinder to the extent of these provisions only; however, said joinder is not intended to otherwise obligate Ox Bottom to any of the conditions, representations, or obligations set forth herein.

## **5. Ownership and Maintenance.**

The Project will be owned, operated and maintained by the District. The total planned capacity for the Project is approximately 820 acre-feet. The Parties agree that the District will reserve the first (i.e., the bottom) 270 acre-feet of storage capacity within the Dove Pond RSF for the County's flood mitigation volume for runoff from off-site developed areas in unincorporated Leon County. The District also will be responsible for managing, as set forth herein, post-development treated stormwater from (a) that portion of the City Property lying outside the boundaries of the Property but naturally draining to Dove Pond;

(b) the portions of Welaunee Boulevard funded by the Agency on the Property and the City Property which naturally drains to Dove Pond; and (c) the Water Well Site, the Public Safety/Civic Site, and the Senior Center Site, as defined in the Restated Development Agreement. The District agrees to accept and convey stormwater from the above described roadway portion and sites into Canopy's regional stormwater system conveyance facilities, and to provide volume retention and water quality treatment all in conformance with regulatory requirements. The Agency acknowledges that the District will be required to construct a temporary stormwater facility to facilitate de-watering of Dove Pond during construction of the berm and other improvements.

**6. Construction Engineering and Inspection.**

A. Pursuant to Sections 190.011, 190.033 and 287.055, Florida Statutes, the District and the Agency are required to undergo a competitive negotiation process to procure professional engineering services. The District and the Agency agree that it is in the best interest of the Parties to jointly retain professional engineering services to oversee the construction of the Project. Accordingly, the District shall initiate the requisite process, upon the approval by the Agency of the solicitation criteria (including the scope of services and certification requirement, etc.), on behalf of itself and the Agency to provide for the selection of an engineering firm that meets the minimum qualifications necessary to fulfill the obligations provided herein. In no event shall the engineering firm selected be an entity related by ownership to the contractor selected by the District for construction of the Project nor shall the engineering firm selected have served as the design engineer for the plans which serve as the basis for permitting the Project. The selection of an engineering firm shall be made jointly by the Agency, through its representative, and the District, through its Board of Supervisors. Upon selection of the professional engineering firm, the District and the Agency will jointly retain the firm to provide construction engineering and inspection services ("CEI") for all construction activities and all CEI services for the Project. Said costs shall be borne by the District and the Agency equally (50% each), and the share provided by the Agency will be attributed toward its total contribution of the funding for

the construction of the Project which amount shall not exceed \$2,000,000.00 as provided for in Section 3 of this JPA.

B. In the event the Parties disagree on selection of the professional engineer to provide the CEI services, the Parties herein commit to attempt in good faith to resolve such disagreements and additionally agree to the following dispute resolution procedures for the limited purposes of this Section 6: If agreement is not reached on selection of the professional engineer to provide the CEI services within ten (10) days after the public opening of qualifications received, the Parties agree that the designated project manager for each Party shall meet within the next ten (10) days and attempt to jointly recommend selection of a professional engineer to the Parties. However, if the Parties still cannot agree on a selection of professional engineer after the public opening of qualifications received, then each Party shall select its own professional engineer to perform CEI services and the provisions of this Section 6 relating to sharing such expenses shall be null and void. In such event, each Party shall bear its own costs for such services and any such costs shall not be attributed toward the Agency's total contribution for construction of the Project as defined in Section 3 of this JPA nor the District's total costs for construction of the Project for purposes of calculating the Agency share of construction costs.

C. If the Parties agree on the selection of a CEI firm, such firm shall be obligated to the Parties jointly and shall review on behalf of the Parties all deliverables required by its agreement with the Parties, including but not limited to the shop drawings and other contractor submittals relevant to the Project. The CEI firm shall report its findings and/or observations of non-compliant work to the Parties through the Parties' respective project managers, as delineated in Section 7 of this JPA.

D. If the Parties agree on the selection of a CEI firm, such firm shall be responsible for verification testing related to the Project and oversight and administration of the construction contract, including providing the necessary supervision and inspection

to ensure that construction of the Project is performed in compliance with the requirements of the construction contracts and is consistent with the LIV and the SFMP. Alternatively, each Party will assure that the CEI firm it retains assumes these oversight responsibilities.

**7. Project Management.**

A. The District shall designate a project manager who will be responsible for managing the construction contract and the CEI contract. The Agency agrees to designate one project manager who will be the point of contact on behalf of the Agency with respect to construction of the Project and the CEI contract. Each party shall bear its own costs for such project manager.

B. The District shall provide the Agency with a schedule of values for the Project immediately upon finalizing the contract for construction of the Dove Pond RSF. The District will promptly provide the Agency's project manager with all construction schedules for the Project, and related revisions or updates to drawings and specifications, to assist in coordination of activities.

C. The Agency's project manager shall be notified of, and invited to, all Project meetings; and the Agency's project manager, and the representative of the CEI firm, shall be notified of, and invited to, all office and field meetings that are held between the District and the District's construction contractor.

D. The District agrees to notify the Agency in writing upon the commencement of construction of the Dove Pond RSF, and also upon the completion of the Dove Pond RSF as described in Section 8.B.

E. The Agency shall reimburse the District upon receipt of a properly submitted and approved invoice and supporting documentation which invoices and documentation shall correlate with the schedule of values for the Project. On the fifth day

of each month after commencement of the Project, the District shall submit an invoice, plus supporting documentation required by the Agency to the Agency project manager for approval, processing and payment. Supporting documentation shall clearly demonstrate expenses incurred in support of the Project, and where applicable, shall also include a copy of the invoices and/or canceled checks tendered by the District to the vendors who provided deliverables under the Project. Supporting documentation shall also include dates of services and items of work performed on the Project. All such documentation shall be reviewed by the Agency project manager before any reimbursement payment may be made to the District.

F. The invoice and supporting documentation for construction costs associated with the Project shall be provided by the District project manager to the Agency project manager. Any invoices and documentation supporting a request by the District for reimbursement shall be submitted by the District in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as customarily established for a project of this nature and design.

G. Upon receipt, the Agency shall have ten (10) working days to inspect and approve the goods and services provided in support of the invoice. Project costs eligible for reimbursement shall be allowed only for costs incurred after the date of final execution of this JPA. The Agency shall have twenty (20) calendar days to deliver a request for payment (voucher) to the City Treasurer for payment to the District. The twenty (20) calendar days are measured from the latter of the date an invoice in proper form is received or the goods or services are received, inspected and approved. The Parties recognize the District is required to comply with the Prompt Payment Act such that payments for construction services not made within the time periods specified with the applicable statute shall bear interest from 30 days after the due date, at the rate of one percent (1%) per month, or the rate specified by the District's construction agreement, whichever is greater. Accordingly, if the Agency is delinquent in its payment that results in the District incurring penalties pursuant to the Prompt Payment Act, which delinquency is

not the fault of the District, the Agency hereby agrees to pay the cost of such delinquency, which shall not be calculated against the \$2,000,000.00 maximum contribution by the Agency pursuant to this JPA.

H. The Agency shall make payment(s) by warrant payable to the District and forward payment(s) to:

Governmental Management Services -  
Central Florida, LLC  
c/o Canopy District Manager, George Flint  
135 West Central BLVD, Suite 320  
Orlando, Florida 32801

I. Records of costs incurred under the terms of this JPA shall be maintained by the District and made available upon request to the Agency at all times during the period of this JPA and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Agency upon request. Records of costs incurred includes the District's general accounting records and the project records, together with supporting documents and records, and all other records of the consultant and sub consultants considered necessary by the Agency for a proper audit of costs.

**8. Financial Assurance; Conflict.**

A. In order to provide the Agency the assurance that the Dove Pond RSF will operate as designed and constructed, prior to commencing construction of the Dove Pond RSF, the District will provide to the Agency either: (a) a copy of an insurance policy acceptable to the Agency (which is either a seven- year term policy or a policy which can be renewed annually for seven years) containing coverage of a \$500,000.00 annual limit for each of seven (7) consecutive years following completion of the Dove Pond RSF, which covers the costs to repair the Dove Pond RSF in the event that it cannot be operated and maintained as designed and constructed due to a sinkhole or subsurface karst failure; or alternatively, (b) a bond or other similar form of financial surety which will be maintained for seven (7) years following completion of the Dove Pond RSF in the amount of \$500,000.00, which may be drawn on by the Agency if the District fails to repair the Dove Pond RSF in the event that it cannot be operated and maintained as designed and constructed due to a sinkhole or subsurface karst



failure (“Financial Assurance”). Whether the Dove Pond RSF “cannot be operated and maintained as designed and constructed due to a sinkhole or subsurface karst failure” will be determined based on whether or not the Dove Pond RSF will provide the benefits set forth in the Summary of Benefits attached to this JPA as Exhibit “3.”

B. If the Agency draws on the bond or other form of financial surety constituting Financial Assurance for non-performance by the District in any given year within the seven-year period, the District must replenish the bond or other form of financial surety back to the total amount of \$500,000.00. If the District fails to comply with this provision, the Agency, as a remedy, may request that the City withhold issuance of development orders and/or permits for future development within the Dove Pond Basin until the District complies with this provision. For purposes of this provision, “completion of the Dove Pond RSF” shall be the date on which the first stormwater facility operating permit is issued by the City for operation of the Dove Pond RSF.

C. The financial assurance obligations of this Section are identical to and not duplicative of the financial assurance obligations required by Section 8.A.(3) of the Amended And Restated Canopy Development Agreement between Ox Bottom and the City dated June 6, 2016. Nothing in this JPA is intended to require financial assurance beyond that set forth in the Amended and Restated Canopy Development Agreement. In that regard, the Agency agrees to acceptance of the form of financial assurance offered by the District if the City finds it acceptable as provided for in the Amended and Restated Canopy Development Agreement.

D. In the event that a disagreement or conflict arises under this section or between the Parties relating to the provisions of this JPA, then the provisions of Section 9.B., Conflict Resolution, shall govern.

**9. General Provisions.**

A. The Agency, with respect to the Project, is intended to be a third-party beneficiary of the construction contract. As such, the District's construction contractor shall be directly liable to the Agency and the District for the proper and timely performance of all obligations under the construction contract as it relates to the Project, including without limitation all warranties provided by or set forth in the construction contract. The District agrees to jointly hold these warranties with the Agency.

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 JPA, 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 Agency project manager and District project manager, 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 Agency and District governing bodies; however, if such decision requires an affirmative vote of the governing bodies of either the District or the Agency, each commits that it will schedule a meeting for such purpose at the earliest date practicable. If the Agency project manager and District project manager, or their designees, are unable to reconcile the dispute, they shall report their impasse to the Agency and District governing bodies, 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.

C. The District and the Agency covenant and agree that each shall indemnify, defend, save and hold the other harmless from any and all legal actions, claims or demands by any person or legal entity caused by the negligent or wrongful act or omission of any employee of the party while acting within the scope of their employment or office. The liability of the Parties, 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, F.S. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of either party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which a party may be entitled.

D. The District shall also cause the Agency to be named as an additional insured with respect to insurance coverage, other than Worker's Compensation or Professional Liability, provided by the District's construction contractor and will provide

the Agency with a copy of any certifications of coverage received by the District from its construction contractor. Insurance coverage will be provided in accordance with requirements of the construction contract. Additionally, the District will require its construction contractor to post a performance and payment bond for all work under the construction contract, including the Project, and will ensure that the Agency is named as a beneficiary or insured under such bond with respect to the Project. The bond shall be issued by a surety and in a form reasonably acceptable to both the District and the Agency.

E. This JPA incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this JPA that are not contained in this JPA. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

F. This JPA shall be governed, interpreted, and construed according to the laws of the state of Florida. This JPA has been negotiated by the Agency and the District upon the advice of counsel and, in the event of any ambiguity herein, such ambiguity shall not be construed against either Party.

G. If any part of this JPA shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this JPA shall remain in full force and effect, provided that the part of the JPA thus invalidated or declared unenforceable is not material to the intended operation of this JPA.

H. This JPA may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

I. The Parties agree that any future assignment, assumption, and release of any of the rights or obligations of this JPA by either Party is subject to the prior written consent of the other Party.

J. This JPA shall become effective upon the date that the latter of the Parties executes the JPA, following approval by the Agency's governing board and the District's board of supervisors ("Effective Date"), subject to the provisions of Section 2, Conditions Precedent.

K. The Parties understand and acknowledge that Chapter 119, F.S., may be applicable to documents prepared in connection with this Agreement and the Project, and each party agrees to cooperate with any public record requests made thereunder.

L. Unless otherwise specifically provided by this JPA, no delay or failure to exercise a right under this JPA shall impair such right, or be construed as a waiver thereof. The failure of the Agency or the District at any time to require performance by the other party of any term in this JPA shall in no way affect the right of the Agency or the District thereafter to enforce same; nor shall waiver by the Agency or the District of any breach of any term of this JPA be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to be a waiver of any other right under this JPA.

M. Within fifteen (15) days of the Effective Date, this JPA shall be recorded by the Agency in the Public Records for Leon County, Florida.

N. All notices, demands, requests, or replies provided for or permitted by this JPA, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, posted prepaid; or (c) by deposit with an overnight express delivery service with a signed receipt or delivery confirmation required. Notice shall be effective upon receipt. The addresses and telephone numbers of the Parties are as follows:

**BLUEPRINT INTERGOVERNMENTAL AGENCY:**

c/o Benjamin Harrison Pingree, Director of PLACE  
315 S. Calhoun St.  
Suite 450  
Tallahassee, FL 32301

**CANOPY COMMUNITY DEVELOPMENT DISTRICT:**

Jennifer Kilinski  
District Counsel  
c/o Hopping Green & Sams, P.A.  
Post Office Box 6526  
Tallahassee, FL 32314

**10. Prior Agreements.** This JPA is intended to replace and supersede in its entirety the Dove Pond Joint Project Agreement between CNL Tallahassee I, LLC, and the County, dated October 30, 2009, as amended by the First Amendment to the Dove Pond Joint Project Agreement dated November 29, 2010, and shall be deemed to have replaced and superseded that prior agreement upon termination by the County and the successor to CNL Tallahassee I, LLC. However, the Parties hereto expressly agree that the County and the City are third-party beneficiaries of this new JPA, and as such, have full authority to enforce its terms and conditions.

**11. Budget and Funds Distribution.**

A. The Agency agrees to provide two-thirds of the total construction costs of the Dove Pond RSF however in no event shall that amount exceed \$2,000,000.00. Said funds will be provided from a dedicated fund to be utilized by the Agency solely for reimbursement costs associated with the construction of the Dove Pond RSF as set forth in this JPA.

B. The Agency specifically reserves the right to reduce, increase, or totally withdraw its financial commitment subject to the terms of this JPA and only for causes set forth in this JPA and for no other reason.

**12. Termination.**

A. In the event that funds for payment pursuant to this JPA become unavailable or inadequate, the Agency may terminate this JPA upon not less than ten (10) days written notice to the District; however, said termination shall be subject to resolution pursuant to the dispute resolution provisions set forth in Section 9.B of this JPA. Said notice shall be sent in accordance with Section 9.N hereof. In the event of termination of this JPA, the District will be compensated only for any work performed under this JPA which has been satisfactorily completed.

B. This JPA may be terminated as a result of the District's non-performance and/or breach of this JPA upon not less than ten (10) days written notice to the District; however, said termination shall be subject to resolution pursuant to the dispute resolution provisions set forth in Section 9.B of this JPA. Failure to object to a breach of any provision of this JPA shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms and conditions of this JPA. The provisions herein do not limit the Agency's right to any other available remedies at law or in equity. Failure to have performed any contractual



obligations in the JPA in a manner satisfactory to the Agency shall be deemed sufficient cause for termination.

**13. Audits and Records.**

A. The District acknowledges and agrees that the Agency reserves the right to conduct financial and program monitoring as well as the right to perform an audit of the District's records. An audit by the Agency shall encompass an examination of all financial transactions, all accounts, and all reports, as well as an evaluation of compliance with the terms and conditions of this JPA.

B. Within fifteen (15) days of the completion of the Project, the District shall submit a report of expenditures to the Agency for the entire contract period, documenting the details of each expenditure made and service provided hereunder.

C. The Agency may inspect all reports and conduct audits to ensure both program and fiscal compliance and shall provide written notice of any findings and proposed corrective action, if any to the District.

D. The District agrees to, and to require that its agents, contractors, or consultants, maintain and keep any and all records relating to the construction of the Project, necessary to substantiate the expenditure of funds consistent with this JPA, for a period of three (3) years following completion of the Project.

E. The District shall produce all records requested by the Agency for its determination that monies provided by the Agency are being spent in accordance with this Agreement.

F. The District shall use an accounting system that meets generally accepted accounting principles. The District shall maintain such property, personnel, financial, and other books, records, documents, and other evidence sufficient to reflect accurately the amount, receipt, and disposition by the District of all funds received from the

Agency. The District shall preserve and make its records available until the expiration of three (3) years from the date of completion of the Project, or the date of termination based upon the written notice authorized by Section 12, or for such longer period, if any, as is required by applicable statute.

**15. Use of Agency Funds.**

A. Funds received by the District pursuant to this JPA shall only be used for those purposes set forth in this JPA.

B. Funds shall be deemed misused when the District does not fully comply with the use of funds in accordance with this JPA. The District agrees to repay the Agency for all misused funds.

**16. Survival of Obligations.**

Cancellation, expiration, or earlier termination of this JPA shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

**17. Incorporation of Exhibits.**

Exhibits 1 – 3 are attached hereto and shall be deemed incorporated herein and made part of this JPA.

**IN WITNESS WHEREOF**, the Parties have executed this JPA, through their duly authorized representatives, on the dates set forth below.

**CANOPY COMMUNITY DEVELOPMENT  
DISTRICT**

ATTESTED BY:

By: \_\_\_\_\_  
[NAME]  
[TITLE]

By: \_\_\_\_\_  
[NAME]  
Chair, Board of Supervisors

DATE: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jennifer Kilinski, Esquire  
District Counsel

**LEON COUNTY-CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL AGENCY**

By: \_\_\_\_\_  
Ricardo Fernandez  
Intergovernmental Management Committee

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Vincent S. Long  
Intergovernmental Management Committee

DATE: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Maribel Nicholson-Choice, Esquire  
Blueprint Attorney

JOINDER BY OX BOTTOM MORTGAGE HOLDINGS, LLC

Ox Bottom Mortgage Holdings, LLC hereby acknowledges its joinder into this Joint Project Agreement for the sole and limited purpose of compliance with the provisions of Section 4 herein. Ox Bottom Mortgage Holdings, LLC otherwise makes no representations nor assumes any responsibilities related to this Joint Project Agreement.

**OX BOTTOM MORTGAGE HOLDINGS, LLC**

By: \_\_\_\_\_

Its: Manager

DATE: \_\_\_\_\_

Approved as to form:

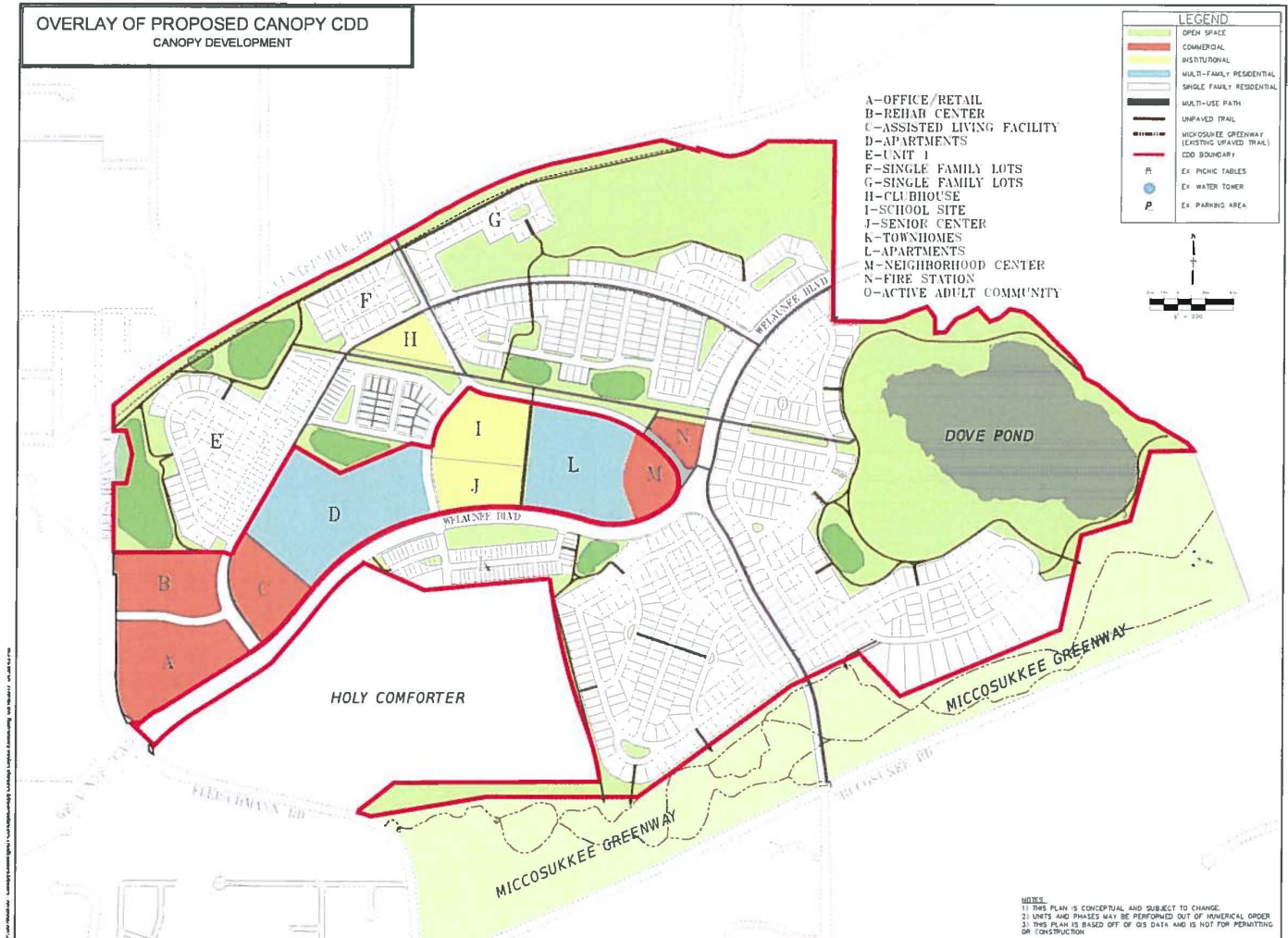
\_\_\_\_\_  
By: Gary K. Hunter, Jr.  
Legal Counsel

## **EXHIBITS**

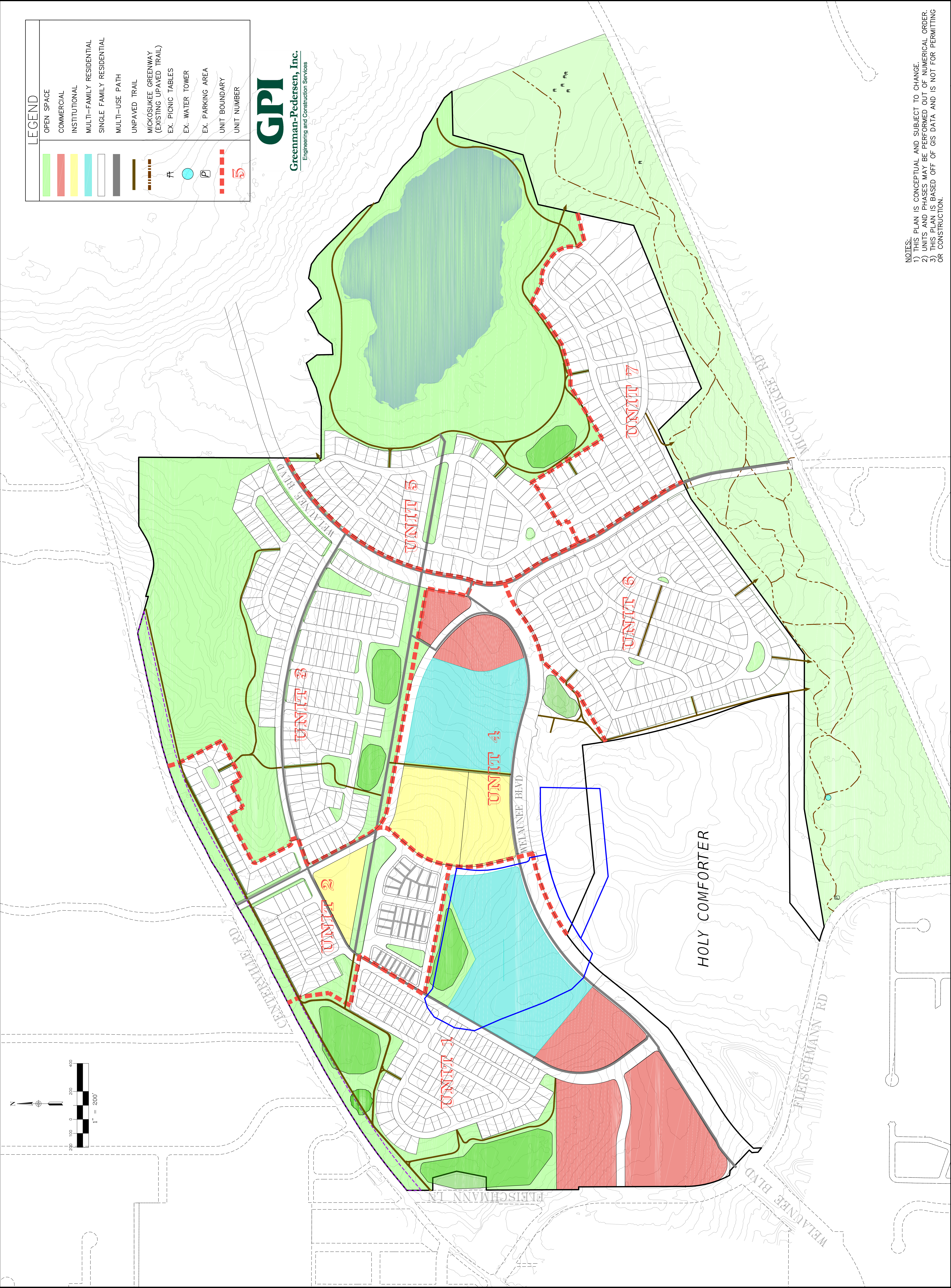
Exhibit “1” – District Boundary Map

Exhibit “2” – Designated Dove Pond Basin Parcels

Exhibit “3” – Summary of Benefits of the Dove Pond Regional Stormwater Facility







LEGEND	
	OPEN SPACE
	COMMERCIAL
	INSTITUTIONAL
	MULTI-FAMILY RESIDENTIAL
	SINGLE FAMILY RESIDENTIAL
	MULTI-USE PATH
	UNPAVED TRAIL
	MICKOSUKEE GREENWAY (EXISTING UNPAVED TRAIL)
	EX. PICNIC TABLES
	EX. WATER TOWER
	EX. PARKING AREA
	UNIT BOUNDARY
	UNIT NUMBER

**GPI**  
Greenman-Pedersen, Inc.  
Engineering and Construction Services

NOTES:  
1) THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE.  
2) UNITS AND PHASES MAY BE PERFORMED OUT OF NUMERICAL ORDER.  
3) THIS PLAN IS BASED OFF OF GIS DATA AND IS NOT FOR PERMITTING OR CONSTRUCTION.





Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

October 14, 2009

Mr. Joe Brown, P.E.  
Leon County Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308

RE: Summary of Benefits of the Dove Pond Regional Stormwater Facility

Dear Joe:

This letter constitutes our opinion regarding flood reduction benefits resulting from the proposed construction of a berm to retain stormwater runoff on the CNL Tallahassee I, LLC Property and in Dove Pond. The berm construction consists of elevating land on CNL property adjacent to the Greenway Park to retain runoff to an elevation of 100.0.

Installation of the berm is the critical component for creating the proposed Dove Pond Regional Facility. This facility is designed to provide runoff storage volume totaling 820 acre-feet below elevation 100.0.

The purpose of this opinion letter is to outline the specific benefits that will result in both flood elevation and volume reduction downstream of Miccosukee Road in the Tri Basin Study Area.

The concept for constructing a dam and using Dove Pond as a regional stormwater management facility was first proposed as an alternative in the Tri Basin Stormwater Management Study – Evaluation of Flood Reduction Alternatives report (TBS-EFRA) completed for Leon County in April 1999. This concept is also consistent with stated objectives in the Welaunee Critical Area Plan to reduce downstream flooding by creating a regional stormwater management facility at Dove Pond. The Canopy PUD Dove Pond Regional Stormwater Facility proposal complies with that recommendation.

The Pre vs. Post comparisons shown below have been provided in the same format, for the same locations, and for the same storm events that are outlined in the TBS-EFRA.

Installation of a berm creating a Dove Pond Regional Facility is the predominant feature recommended as Option 1 in Section 6.3, Structural Options, and page 16 of the TBS-EFRA.

The TBS-EFRA outlines the Benefits of Option 1 on page 16; those benefits follow in list format:



Mr. Joe Brown, PE  
Downstream Benefits Analysis and Report  
October 14, 2009  
Page 2

1. Availability of natural storage capacity with minimal construction effort.
2. Favorable location for a regional facility.
3. Significantly reduces damage flooding in Lafayette Oaks Closed Basin.
4. Alleviation of potentially hazardous flooding of and across Miccosukee Road.
5. Alleviation of nuisance flooding of homes in Country Walk and Midyette Plantation Subdivisions.
6. Site (regional pond) is a potential Recreation Area and natural storage could be integrated into the park concept.

In addition to the benefits listed above, this proposal directly addresses the potential problem identified in Option 1A, page 17 of the TBS-EFRA, "The potential problem with this option is the high cost to acquire the acreage." With this proposal, the County will be further benefited since the County will not be required to acquire the land or pay for the costs associated with the construction of the Dove Pond Regional Stormwater Facility.

Moore Bass Consulting prepared an ICPR based stormwater model paralleling the work performed by the County for the TBS. The ICPR model was calibrated to observed data including the 1994 historical tri basin flood event.

The basis of our opinion are the results our stormwater modeling effort "Downstream Benefits Analysis and Report dated October 2009" and the "Canopy Stormwater Facilities Master Plan dated September 2009." These analyses are based on ICPR modeling of the recorded rainfall data from 1994 collected from a rainfall Gauge # 613 located within one-half mile of the site. This is the same rainfall data from Gauge # 613 that was utilized in the Tri Basin Stormwater Management Study. In addition the 100 year, 24 hour design storm has been analyzed.

This modeling effort includes an analysis of pre development and post development conditions for the storm events listed above.

The pre development model condition is the same condition identified in TBS-EFRA report entitled "Without County Intervention." The noted exception is that our ICPR model considers FDOT/County Pedrick Pond in place in the pre development condition.

The post development model condition considers/includes the following:

1. Full build-out impervious areas for the Canopy PUD Project.
2. A proposed dam retaining stormwater runoff to a maximum of elevation 100.0.
3. No intercept ditch.
4. Pipe between Lafayette Oaks and Pedrick Pond open.
5. No Weir on Lafayette Oaks Outfall Pipe.
6. Pedrick Pond constructed.

Mr. Joe Brown, PE  
Downstream Benefits Analysis and Report  
October 14, 2009  
Page 3

A comparison of model results is presented below. The table summarizes the highwater improvements at various points of analysis for existing and proposed conditions.

Table of Peak Stages for the 1994 Historical Storm		
	Canopy PUD Model	
	Pre	Post
Dove Pond	89.14	96.14
Midyette/ Lafayette Oaks Pond	79.30	72.44

Table of Peak Stages for the 100-year, 24 hour Design Storm		
	Canopy PUD Model	
	Pre	Post
Dove Pond	89.21	91.50
Midyette/ Lafayette Oaks Pond	73.92	68.94

Based on our evaluation, including the modeling, we have made the following conclusions supporting the significant public benefit achieved from reducing the potential for flooding downstream of the proposed Dove Pond Regional Stormwater Facility:

1. **Dove Pond RSF adds significant retention volume to the Tri Basin Area supporting the system function of interconnected drainage improvements for the Lafayette Oaks and Pedrick Road Basins.**

Installation of the Dove Pond regional facility adds 820 acre-feet of total retention capacity to the Tri Basin "system" and preserves volumetric capacity in Leon County's Pedrick Road retention facility for use by Lafayette Oaks and Leon County.

2. **Dove Pond RSF is designed for no post development discharge.**  
Dove Pond receives stormwater runoff from 934 acres. The offsite contribution to Dove Pond is 320 acres that is developed north of the project boundary, 96 acres of COT property currently undeveloped, 69 acres of offsite Greenway and 46 acres of Holy Comforter Property currently undeveloped. The remaining 402 acres of onsite land is undeveloped in the existing condition.

The facility is designed such that no stormwater is discharged from Dove Pond in post developed conditions assuming full build out on the 402 acres of onsite property in the 1994 Historical Storm and the 100-year, 24 hour Design Storm models.

Mr. Joe Brown, PE  
Downstream Benefits Analysis and Report  
October 14, 2009  
Page 4

**3. Dove Pond RSF is designed to reduce the volume of runoff discharged across Miccosukee Road.**

Dove Pond regional facility reduces the flooding hazard to Miccosukee Road which is designated a major collector roadway. Stormwater discharged across Miccosukee Road at Edenfield Road is reduced by a minimum of 95% as outlined below.

1994 Historical storm

Pre development discharge across Miccosukee Road is 240 acre-feet.

Post development discharge across Miccosukee Road is 12 acre-feet.

100-year, 24 hour design storm

Pre development discharge across Miccosukee Road is 81 acre-feet.

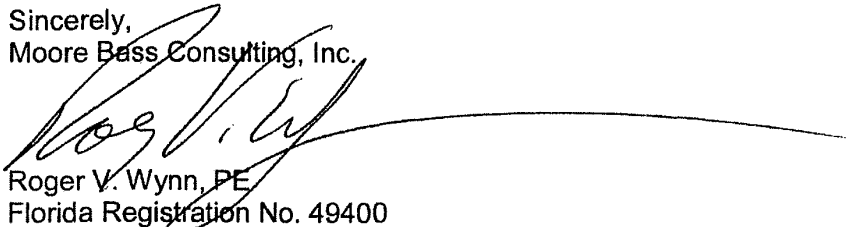
Post development discharge across Miccosukee Road is 1 acre-feet.

**4. Dove Pond RSF is designed to reduce peak flood stages in Lafayette Oaks.**

See comparison of peak flood stages above.

This letter has been prepared in support the approval of a Linear Infrastructure Variance (LIV) for the installation of the Dove Pond dam. Upon approval of the LIV and at such point in time development phases are implemented that drain to Dove Pond, CNL proposes to permit and construct the Dove Pond dam consistent with the approved SFMP and this benefit summary.

Sincerely,  
Moore Bass Consulting, Inc.



Roger V. Wynn, PE  
Florida Registration No. 49400

**DOVE POND REGIONAL STORMWATER FACILITY  
LINEAR INFRASTRUCTURE VARIANCE  
AGREEMENT**

THIS DOVE POND REGIONAL STORMWATER FACILITY LINEAR INFRASTRUCTURE VARIANCE AGREEMENT (“LIV Agreement”), is made and entered into the 11<sup>th</sup> day of July, 2017, by and between LEON COUNTY, FLORIDA, a political subdivision of the state (“County”), and the CANOPY COMMUNITY DEVELOPMENT DISTRICT (“District”), an independent special-purpose unit of local government organized and existing pursuant to Chapter 190, Florida Statutes (collectively hereinafter “the Parties”).

**RECITALS**

**WHEREAS**, on June 13, 2017, the Blueprint Intergovernmental Agency approved entering into a Joint Project Agreement regarding Dove Pond Regional Stormwater Facility with the Canopy Community Development District, hereinafter “Joint Project Agreement,” to delineate the roles and responsibilities of each entity in the funding, construction, operation and maintenance of the Dove Pond Regional Stormwater Facility; and

**WHEREAS**, the Joint Project Agreement is specifically conditioned upon the termination of the Dove Pond Joint Project Agreement dated October 30, 2009, as amended by the First Amendment to the Dove Pond Joint Project Agreement dated November 29, 2010, by and between Leon County and CNL Tallahassee I, LLC, having been assigned by CNL Tallahassee I, LLC to Ox Bottom Mortgage Holdings, LLC; and

**WHEREAS**, Ox Bottom Mortgage Holdings, LLC, as the successor in interest to CNL Tallahassee I, LLC to the Dove Pond Joint Project Agreement dated October 30, 2009, as amended, has agreed to terminate said Agreement with Leon County, by letter dated June 28, 2017.

**WHEREAS**, Leon County does, with the consent of Ox Bottom Mortgage Holdings, LLC and effective immediately, hereby terminate the Dove Pond Joint Project Agreement dated October 30, 2009, as amended.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. RECITALS:** The recitals set forth above are true and correct and are incorporated into the LIV Agreement.

**II. LINEAR INFRASTRUCTURE VARIANCE (LIV).**

A. Attached as Exhibit “1” is the LIV Application with exhibits and figures, and attached as Exhibit “2” is October 14, 2009 *Summary of Benefits of the Dove Pond Regional Stormwater Facility* (“Benefits Summary”). The LIV Application and Benefits Summary are further supported by the *Downstream Benefit Analysis and Report*, dated October 2009 (1 Volume)(“Benefits Report”), and the *Stormwater Facilities Master Plan for the Canopy Mixed Use Development*, dated September 2009 (3 Volumes) (“SFMP”). The City of Tallahassee (“City”) approved the LIV Application and granted the variance for the Dove Pond RSF, which was effective on October 22, 2010.

B. In the event that any changes are necessary to the LIV Application in the future, the District, on its own or through its consultant designees, shall be responsible for processing the Amendment to the LIV Application (“LIV Amendment”) with the City on behalf of the County. The County shall cooperate and assist the District in processing and obtaining the City’s approval of the LIV Amendment, including the execution of any additional documents required by the City that the parties mutually agree are appropriate and reasonable. If, after the LIV Amendment is filed, the City requests additional information to support the LIV Amendment, including designs, plans, studies, or reports, the District, on its own or through its consultant designees, shall be responsible for preparing the necessary documents in an accurate and professionally acceptable manner. The District, within its discretion, after consulting with the County, may elect not to submit additional information if the District determines any request by the City to be unreasonable or unsupported.

C. Prior to submitting any additional information to the City regarding the LIV Amendment, the District shall provide a copy to the County or its designee for review, the

receipt to be confirmed by date-stamped copy. County agrees to expeditiously review this information and provide the District with any comments. If the District does not receive any comments within ten (10) business days of delivery to the County or its designee, the District may proceed to file the additional information with the City. If the County or its designee provides comments, the District may proceed to file the additional information consistent with the comments. The Parties agree to work cooperatively together to resolve any issues that may arise during this process to facilitate the District's expeditious filing of the requested additional information subject to the County's consent. Within three (3) business days following the filing of the LIV Amendment, the District will provide the County with an Environmental Impact Assessment ("EIA"), and the Parties will follow the procedures outlined above prior to filing the EIA with the City.

D. The County will provide the District with any information it intends to communicate with the City related to the LIV Amendment prior to communicating or filing with the City, and allow the District three (3) business days to provide the County with comments. The Parties agree that, since the District is not the LIV Amendment applicant, either Party in its discretion may accept or reject any proposed and/or final LIV Amendment decision and/or conditions from the City.

E. If the Dove Pond RSF design or plans need to be revised or adjusted which would require the LIV to be modified, the County agrees to execute, and the Parties agree to process a LIV modification under the same terms as the initial LIV Application. This LIV Agreement shall not affect the District's right and sole discretion, which the County acknowledges, to approve, disapprove, or condition the use of the Dove Pond RSF by other land owners or developers within the Toe (as defined in the Tallahassee-Leon County Comprehensive Plan, Welaunee Critical Area Plan), provided that any use by other parties is not in conflict with the provision of the agreed-upon storage capacity to be provided to the County and to the City pursuant to the Joint Project Agreement.

### **III. GENERAL PROVISIONS.**

A. 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 LIV 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 County project manager and District project manager/engineer, 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 County and District governing bodies. If the County project manager and District project manager/engineer, or their designees, are unable to reconcile the dispute, they shall report their impasse to the County and District governing bodies, 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.

B. The District and the County covenant and agree that each shall indemnify, defend, save and hold the other harmless from any and all legal actions, claims or demands by



any person or legal entity caused by the negligent or wrongful act or omission of any employee of the party while acting within the scope of their employment or office. The liability of the Parties, 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, F.S. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of either party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which a party may be entitled.

C. This LIV Agreement shall be governed, interpreted, and construed according to the laws of the state of Florida. This LIV Agreement has been negotiated by the County and the District upon the advice of counsel and, in the event of any ambiguity herein, such ambiguity shall not be construed against either Party.

D. If any part of this LIV Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this LIV Agreement shall remain in full force and effect, provided that the part of the LIV Agreement thus invalidated or declared unenforceable is not material to the intended operation of this LIV Agreement.

E. This LIV Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

F. The Parties agree that any future assignment, assumption, and release of any of the rights or obligations of this LIV Agreement by either Party is subject to the prior written consent of the other Party.

G. This LIV Agreement shall become effective upon the date that the latter of the Parties executes the LIV Agreement, following approval by the County's governing board and the District's board of supervisors ("Effective Date").

H. The Parties understand and acknowledge that Chapter 119, F.S., may be applicable to documents prepared in connection with this Agreement and the Project, and each party agrees to cooperate with any public record requests made thereunder.

I. Unless otherwise specifically provided by this LIV Agreement, no delay or failure to exercise a right under this LIV Agreement shall impair such right, or be construed as a waiver thereof. The failure of the County or the District at any time to require performance by the other party of any term in this LIV Agreement shall in no way affect the right of the County or the District thereafter to enforce same; nor shall waiver by the County or the District of any breach of any term of this LIV Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to be a waiver of any other right under this LIV Agreement.

J. Incorporation of Exhibits. Exhibits 1 – 2 are attached hereto and shall be deemed incorporated herein and made part of this LIV Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this LIV Agreement, through their duly authorized representatives, on the dates set forth below.

**CANOPY COMMUNITY DEVELOPMENT  
DISTRICT**

ATTESTED BY:

By: \_\_\_\_\_  
[NAME]  
[TITLE]

By: \_\_\_\_\_  
[NAME]  
Chair, Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jennifer Kilinski, Esquire  
District Counsel

**LEON COUNTY, FLORIDA**

ATTESTED BY:  
Gwendolyn Marshall,  
Clerk of the Court and Comptroller

By: \_\_\_\_\_  
Vincent S. Long, County Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM  
County Attorney's Office

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

## EXHIBITS

Exhibit “1” – Linear Infrastructure Variance Application

Exhibit “2” – Summary of Benefits of the Dove Pond Regional Stormwater Facility

# LIV

## Dove Pond

October 2009

Updated 10.23.09



Linear Infrastructure Variance for Dove Pond Canopy Mixed Use Development: October 2009

## **LINEAR INFRASTRUCTURE VARIANCE – DOVE POND**

**October 2009**

Updated 10.23.09

### **Table of Contents**

#### **Application for Public Sector Linear Infrastructure Variance**

##### **Exhibits**

- Exhibit 1.0 – Photo of Gas Line Easement
- Exhibit 2.0 – Photo of Electric Transmission Line Easement
- Exhibit 3.0 – Letter, dated October 14, 2009, entitled “Summary of Benefits of the Dove Pond Regional Stormwater Facility”

##### **Figures**

- Figure 1 – Existing Conditions Map
- Figure 2 – Proposed Concept Plan and Dove Pond Dam
- Figure 3 – Dove Pond Conceptual Mitigation Plan



## APPLICATION FOR PUBLIC SECTOR LINEAR INFRASTRUCTURE VARIANCE

Updated October 23, 2009

### I. Amount of Development Activity:

Less than or equal to 2 acres ☐

More than 2 acres ☒

### II. Describe the Request and the Need for the Variance:

Leon County (County) is submitting this public sector linear infrastructure variance (LIV) request (LIV Request) pursuant to Section 5-126(b) of the *City of Tallahassee Land Development Code* (LDC). The primary purpose and justification for the County's LIV Request is to provide flood protection downstream of Dove Pond to the Tri-Basin area through the construction of the Dove Pond Regional Stormwater Facility (Dove Pond RSF). The area subject to this application is located north of Miccosukee Road and the Miccosukee Canopy Road Greenway and includes Dove Pond and the immediate surrounding area. The activity requiring this LIV Request, and which the County is requesting the City approve, is the construction of an earthen dam at the southern end of Dove Pond for the purpose of impounding stormwater as shown on Figure 1. Construction of the earthen dam will impact approximately 3.33 acres of wetlands/floodplain.

By way of background, the Tri-Basin area is located in east central Leon County and is comprised of three closed basins: Dove Pond Closed Basin; Lafayette Closed Basin; and Pedrick Closed Basin. During periods of severe rainfall, stormwater flows north to south and has historically resulted in significant flooding downstream of Dove Pond. The most notable events occurred in the 1970s, 1980, and in 1994. During the 1994 event, areas downstream of Dove Pond experienced severe and extended flood conditions. In July of 1994, the County declared a state of emergency for the Tri-Basin area based on these severe flood conditions. In an effort to alleviate flood conditions and protect homes in Country Walk, Midyette Plantation, and Lafayette Oaks subdivisions, the County constructed a sand bag along the north side of Miccosukee Road to impound runoff from Dove Pond. Even with this effort, flooding occurred within all three closed basins comprising the Tri-Basin area. This flooding in the Tri-Basin area caused damage to homes and many of the damaged homes resulted in uninhabitable conditions. Several critical roads within the Tri-Basin area were also flooded.

Following these events, the County commissioned an investigation which resulted in the production of the *Evaluation of Flood Reduction Alternatives and Recommendations for Flood Reduction Tri-Basin Stormwater Management Study* dated April 1999 (Tri-Basin Report). The purpose of the Tri-Basin Report was to document all the relevant data and information, make recommendations to the County on the options, and develop an action plan for the implementation of the selected options which would result in preventing flooding downstream of the Dove Pond Basin into the Tri-Basin Area. The Dove Pond RSF, as a selected option, is critical to the County for achieving the objectives of the Tri-Basin Report and the significant reduction of flooding downstream of Dove Pond.

Dove Pond RSF is also supported by the Welaunee Critical Area Plan (Welaunee CAP). Policies 13.1.5 and 13.1.7(1) provide the CAP criteria, foundation, and authority for the use of Dove Pond as a Regional Stormwater Facility. Policy 13.1.5(4) provides that the Dove Pond RSF will be implemented to provide flood protection to downstream off-site property owners in the "Tri-Basin Study Area."

The County's LIV Request is consistent with the Welaunee CAP and Tri-Basin Report. The implementation of the Dove Pond RSF will provide significant public benefits as a critical component to reducing flooding downstream within the Tri-Basin area. A certified letter, dated October 14, 2009, entitled *Summary of Benefits of the Dove Pond Regional Stormwater Facility*, prepared by Moore Bass Consulting, Inc. is provided by the County as an attachment supporting this LIV Request. This letter outlines the downstream benefits provided by the proposed construction of the Dove Pond RSF.

This significant public benefit is further bolstered by the fact that the County will not be required to pay for the land or improvement costs as originally noted in the Tri-Basin Report and Welaunee CAP.

The Dove Pond RSF will also provide storage for treated stormwater runoff from CNL of Tallahassee I, LLC's (CNL) proposed Canopy Planned Unit Development project as specifically described in the pending *Canopy Mixed Use PUD* application package and *Stormwater Facilities Master Plan* dated September 2009 (Canopy Project). The Canopy Project is also being implemented pursuant to the CAP. Dove Pond is owned by CNL and is contained within the Canopy Project area. The Canopy Project will be a positive addition to the surrounding areas within the County and City, and is supported by the County. The Canopy Project as planned will serve as a model in this community for traditional neighborhood developments, which was the one of the primary objectives of the Welaunee CAP. The successful implementation of the Canopy Project is also critical to the future implementation of the Dove Pond RSF. It is this factor that will allow the County to avoid paying CNL for the land and the costs associated with implementing the Dove Pond RSF. Prior to construction activities occurring within the Dove Pond Basin area of the Canopy Project, the Dove Pond RSF will be constructed. Dove Pond is also physically located within the Dove Pond Community Development District ("Dove Pond CDD"). As anticipated by the Welaunee CAP and planned for by the Dove Pond CDD and CNL, the Dove Pond CDD may finance, construct, operate and maintain the future Dove Pond RSF.



Without the City's approval of this LIV Request, flood storage capacity will not be provided to benefit the off-site downstream areas from the Canopy Project, and these Tri-Basin areas will continue to receive the pass-thru stormwater from upstream areas including the 320 acres north of the Canopy Project. As a result, these Tri-Basin areas downstream of Dove Pond will continue to be subject to flooding and the risk of similar negative emergency flooding conditions experienced in 1994.

### **III. Describe the Impacts to Environmental Features:**

The proposed impact to environmental features is associated with the fill required for the construction of the earthen dam. The County's proposal avoids and minimizes impacts to environmental features. Prior evaluated proposals which resulted in greater impacts were modified, and evolved to this final proposal which reflects the maximum avoidance and minimization practical without compromising the project's purpose. The earthwork activities for the earthen dam includes fill in the floodplain and wetlands which will displace 20 acre feet of existing floodplain storage. The earthen dam as currently proposed, will permanently impact 3.33 acres of wetlands. Another 1.02 acres of wetlands will be impacted temporarily to facilitate construction access adjacent to the dam.

Avoidance and minimization measures and the proposed mitigation (which is summarized below) will offset all environmental impacts associated with the project and result in a net environmental benefit. The Natural Features Inventory (NFI) for the Canopy Project was approved on August 28, 2007. Portions of Dove Pond in the NFI are identified as wetlands and floodplains. Although the area proposed for impact from the earthen berm was identified as unaltered wetlands and floodplain because the City determined it does not meet the strict "unaltered" definition in Chapter 5 of the City's *Code*, it has, in fact, been altered by past activities. The most notable activity was the installation of an underground 24 inch diameter natural gas transmission line which transects Dove Pond. See Figure 1 and Figure 3. This gas line has been continually maintained within a 30-foot wide easement since its installation. See picture in Exhibit 1 which depicts typical mowing activities (photo date 2007).

Historically, cows have grazed the surrounding pasture lands and watered in Dove Pond. A pump was installed at the south end of Dove Pond and irrigation water has been historically withdrawn for agricultural purposes. Fill dirt was deposited over sections of the irrigation piping and sections of the abandoned irrigation system remain in-place to this day.

Most recently the City Electric Department installed an underground electric transmission line in a 40 foot wide easement along the south end of Dove Pond, on CNL's property disturbing wetland areas associated with this LIV Request. The easement now appears to be at a slightly higher grade and has not completely revegetated with the native wetland plants that originally occurred there. See Figure 1, Figure 3 and Exhibit 2. A series of LIVs were approved by the City of Tallahassee for

segments of the electric transmission line which impacted preservation areas along a route through the Canopy Property. One of these approved LIV segments included the encroachment into the Dove Pond wetlands along the same alignment as those wetlands subject to this LIV Request.

#### **IV. Alternatives Analysis:**

The permanent wetland impact proposed for fill to construct the earth dam is 3.33 acres. The proposed impact percentage is 7.7 percent. Pursuant to Section 5-126(b)(3)(a), the County conducted a comprehensive evaluation to assess other potential alternatives to the construction of the Dove Pond RSF. This alternatives analysis is embodied within, and supported by, the Tri-Basin Report and the Welaunee CAP, as modified by the County's proposal within this LIV Request. There is no available, practical, and cost feasible alternative to the proposed construction of the Dove Pond RSF that will achieve same degree of public benefits, including the degree of flood protection.

#### **V. Describe the Mitigation Proposed:**

The following mitigation is proposed which provides a net environmental benefit:

##### **Downstream Flood Reduction:**

Construction of the Dove Pond RSF will achieve a significant public and environmental benefit of flood reduction in downstream areas. The volume of stormwater discharged downstream is significantly reduced in post development conditions. The total storage capacity provided by the proposed Dove Pond RSF is approximately 820 acre-feet. Flood reduction will provide better water quality downstream which will include the reduction of septic and urban pollution to Alford Arm, an impaired water body. It will also reduce ponding in urban areas resulting in a reduction of mosquito breeding opportunities and a reduction in decomposition of upland vegetation.

##### **Wetland mitigation:**

Wetland creation will be provided totaling 12.7 acres along the lake's western edge creating new herbaceous wetlands. The majority of the wetland mitigation area will be created by excavating the area along the west bank of Dove Pond down to approximately elevation 88.0 landward of the wetlands around Dove Pond. The creation areas will be revegetated wetland herbaceous wetland plant species by using native wetland topsoil from the impacted area and planting as necessary. Wetland plantings will be selected based on plant hardiness, aesthetics and historic presence within regional wetland floodplains of similar community types. Proposed plantings will be similar to existing Dove Pond vegetation including floating aquatic plants such as water lotus, water lily, cow lily and water shield with a grassy herbaceous fringe. The

wetland creation area will be designed to compliment or expand the function of the existing Dove Pond and to maximize utilization of wading birds and seasonal waterfowl.

**Flood Plain mitigation:**

Includes the development of 820 acre-feet of flood plain storage capacity which far exceed the proposed 20 acre feet of flood plain impact. As noted above, environmental benefits will result by improving water quality.

**Wildlife Enhancement:**

Measures to enhance wildlife will be implemented within and adjacent to Dove Pond. These measures will include the installation of nest boxes for wood ducks, purple martins and other bird species, the installation for snag trees for wading and predator bird roosts and the planting of wetland and upland "edge" species that are utilized by wildlife for food and cover.

**Enhanced Water Quality:**

The Dove Pond RSF will provide enhanced water quality benefits via the retention of runoff from contributing offsite watershed.

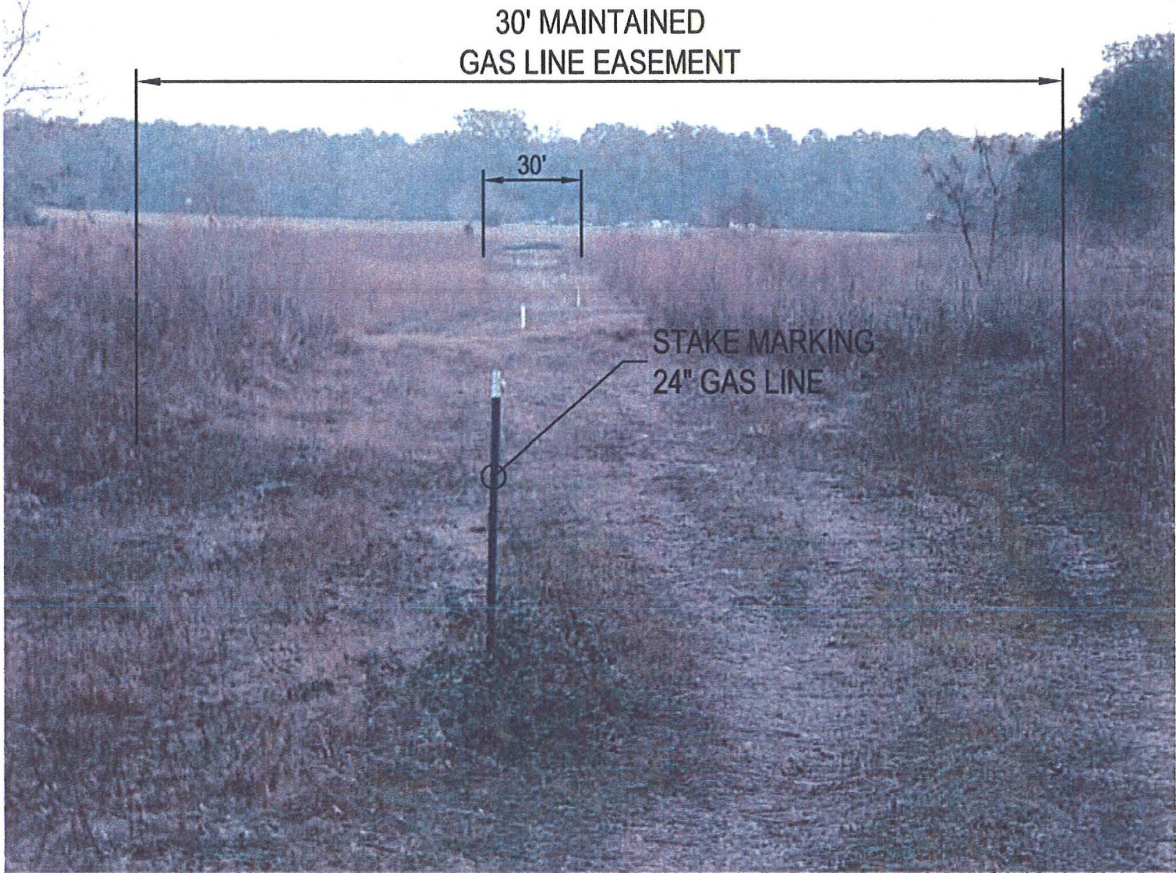
**Exotic Species Removal:**

To contribute to preserving the wildlife values and function of Dove Pond so that it is a biological asset to the region, an aggressive plan to remove exotic species in adjacent uplands and wetlands in Dove Pond is proposed. An on-going maintenance plan is proposed that will keep these areas free of undesirable plants and supplement the wetlands with beneficial plants.

**Attachments:**

- Exhibit 1: Photo of Gas Line Easement
- Exhibit 2: Photo of Electric Transmission Line Installation
- Exhibit 3: Letter, dated October 14, 2009, entitled "Summary of Benefits of the Dove Pond Regional Stormwater Facility"
- Figure 1: Map of Subject LIV Area
- Figure 2: Canopy Project Development Plan
- Figure 3: Mitigation Area

TAL 451,530,828v4 10-15-09



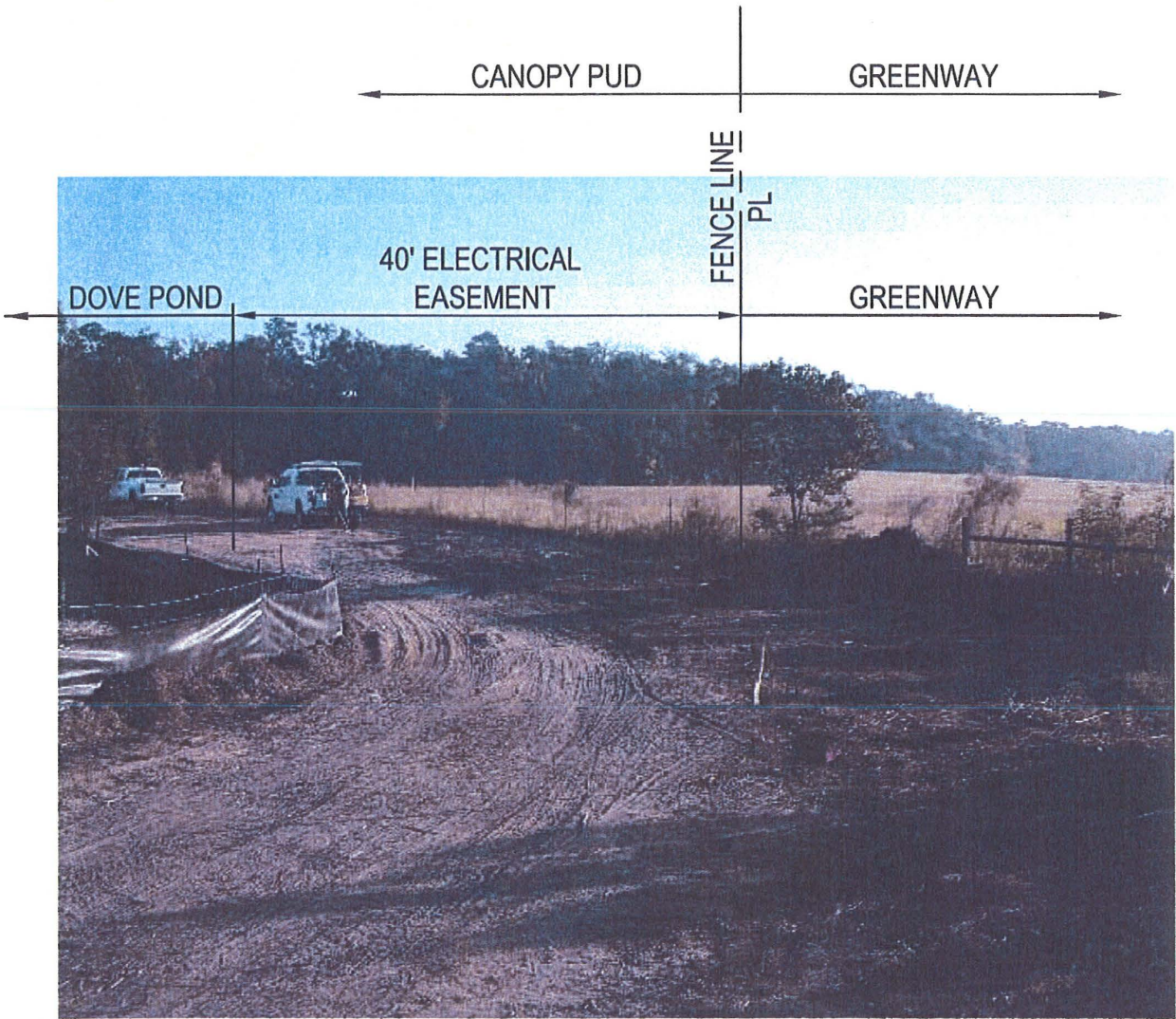
**30' WIDE GAS LINE EASEMENT THROUGH DOVE POND**  
AT WEST END OF DOVE POND LOOKING EAST

© Moore Bass Consulting

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are Instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

CLIENT NAME CNL	FILE #	E79004-DOVE-LIV-ESMNT.dwg	
	CONTRACT #	E79.004	ARCHIVE
	DATE	10/08/09	DRAWN BY
	PROJECT NAME	WELAUNEE TOE WEST	SHEET TITLE GAS LINE EASEMENT
			EXHIBIT 1.0





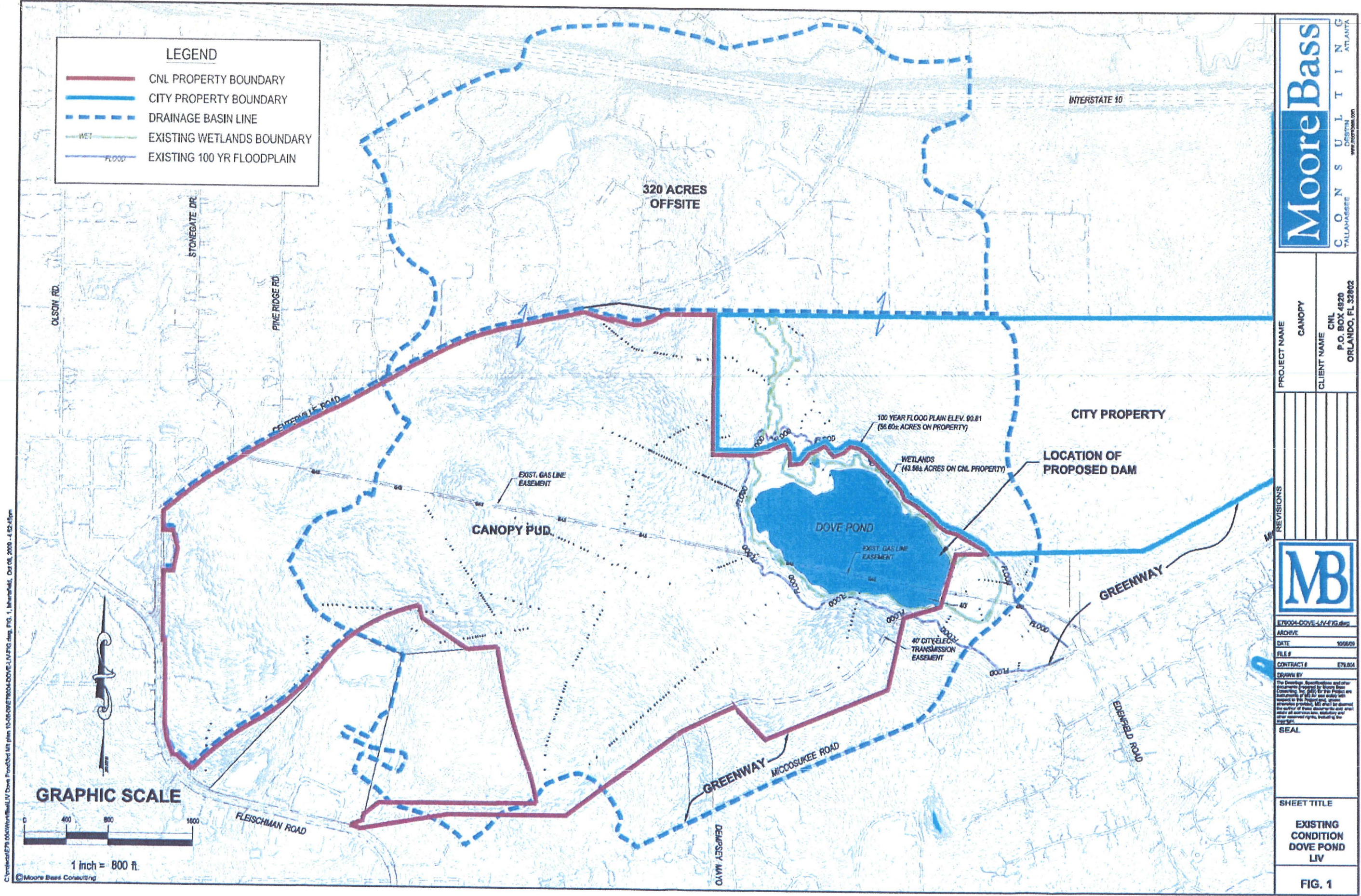
**40' WIDE ELEC. TRANSMISSION LINE EASEMENT INSTALLATION**  
AT SOUTHWEST END OF DOVE POND LOOKING EAST

© Moore Bass Consulting

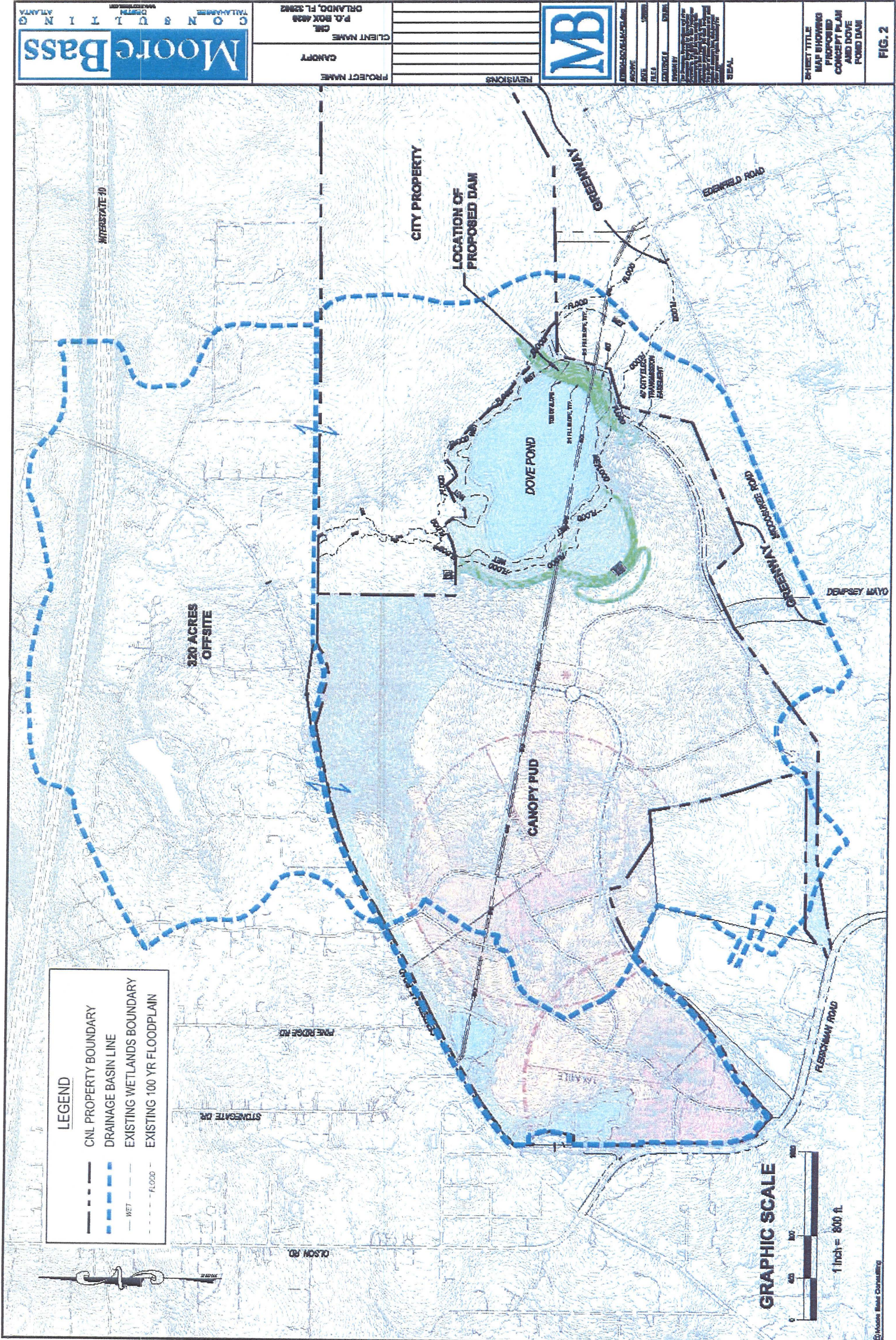
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are Instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

FILE #	E79004	ARCHIVE
CONTRACT #	10/08/09	DRAWN BY
DATE	PROJECT NAME	SHEET TITLE
CLIENT NAME	WELAUNEE TOE WEST	ELEC. TRANSMISSION LINE EASEMENT
CNL		EXHIBIT 2.0

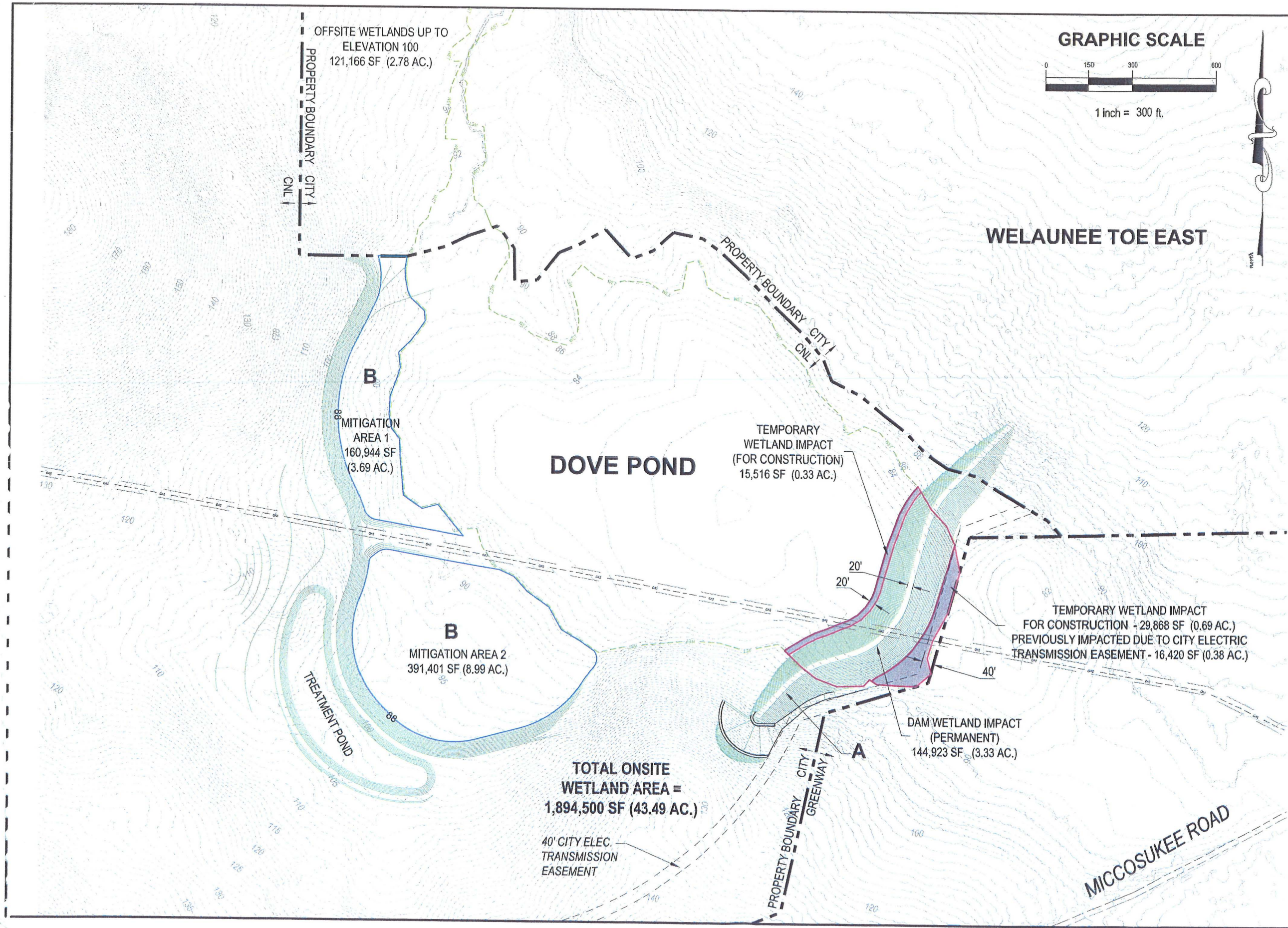












**MooreBass**  
CONSULTING  
TALLAHASSEE  
ORLANDO  
JACKSONVILLE  
MIAMI  
FORT LAUDERDALE  
DADE COUNTY  
FLORIDA

**PROJECT NAME**  
CANOPY

**CLIENT NAME**  
CNL  
P.O. BOX 4920  
ORLANDO, FL 32802

REVIEWS	DATE	BY	REASON

E784-DOVE-LIV-MIT.dwg  
ARCHIVE  
DATE 10/08/09  
FILE #  
CONTRACT # E78.004  
DRAWN BY  
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MBC for use solely with respect to the Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

**SEAL**

**SHEET TITLE**  
**DOVE POND**  
**CONCEPTUAL**  
**WETLAND**  
**MITIGATION PLAN**

**FIG. 3**





Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

October 14, 2009

Mr. Joe Brown, P.E.  
Leon County Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308

RE: Summary of Benefits of the Dove Pond Regional Stormwater Facility

Dear Joe:

This letter constitutes our opinion regarding flood reduction benefits resulting from the proposed construction of a berm to retain stormwater runoff on the CNL Tallahassee I, LLC Property and in Dove Pond. The berm construction consists of elevating land on CNL property adjacent to the Greenway Park to retain runoff to an elevation of 100.0.

Installation of the berm is the critical component for creating the proposed Dove Pond Regional Facility. This facility is designed to provide runoff storage volume totaling 820 acre-feet below elevation 100.0.

The purpose of this opinion letter is to outline the specific benefits that will result in both flood elevation and volume reduction downstream of Miccosukee Road in the Tri Basin Study Area.

The concept for constructing a dam and using Dove Pond as a regional stormwater management facility was first proposed as an alternative in the Tri Basin Stormwater Management Study – Evaluation of Flood Reduction Alternatives report (TBS-EFRA) completed for Leon County in April 1999. This concept is also consistent with stated objectives in the Welaunee Critical Area Plan to reduce downstream flooding by creating a regional stormwater management facility at Dove Pond. The Canopy PUD Dove Pond Regional Stormwater Facility proposal complies with that recommendation.

The Pre vs. Post comparisons shown below have been provided in the same format, for the same locations, and for the same storm events that are outlined in the TBS-EFRA.

Installation of a berm creating a Dove Pond Regional Facility is the predominant feature recommended as Option 1 in Section 6.3, Structural Options, and page 16 of the TBS-EFRA.

The TBS-EFRA outlines the Benefits of Option 1 on page 16; those benefits follow in list format:

Mr. Joe Brown, PE  
Downstream Benefits Analysis and Report  
October 14, 2009  
Page 2

1. Availability of natural storage capacity with minimal construction effort.
2. Favorable location for a regional facility.
3. Significantly reduces damage flooding in Lafayette Oaks Closed Basin.
4. Alleviation of potentially hazardous flooding of and across Miccosukee Road.
5. Alleviation of nuisance flooding of homes in Country Walk and Midyette Plantation Subdivisions.
6. Site (regional pond) is a potential Recreation Area and natural storage could be integrated into the park concept.

In addition to the benefits listed above, this proposal directly addresses the potential problem identified in Option 1A, page 17 of the TBS-EFRA, "The potential problem with this option is the high cost to acquire the acreage." With this proposal, the County will be further benefited since the County will not be required to acquire the land or pay for the costs associated with the construction of the Dove Pond Regional Stormwater Facility.

Moore Bass Consulting prepared an ICPR based stormwater model paralleling the work performed by the County for the TBS. The ICPR model was calibrated to observed data including the 1994 historical tri basin flood event.

The basis of our opinion are the results our stormwater modeling effort "Downstream Benefits Analysis and Report dated October 2009" and the "Canopy Stormwater Facilities Master Plan dated September 2009." These analyses are based on ICPR modeling of the recorded rainfall data from 1994 collected from a rainfall Gauge # 613 located within one-half mile of the site. This is the same rainfall data from Gauge # 613 that was utilized in the Tri Basin Stormwater Management Study. In addition the 100 year, 24 hour design storm has been analyzed.

This modeling effort includes an analysis of pre development and post development conditions for the storm events listed above.

The pre development model condition is the same condition identified in TBS-EFRA report entitled "Without County Intervention." The noted exception is that our ICPR model considers FDOT/County Pedrick Pond in place in the pre development condition.

The post development model condition considers/includes the following:

1. Full build-out impervious areas for the Canopy PUD Project.
2. A proposed dam retaining stormwater runoff to a maximum of elevation 100.0.
3. No intercept ditch.
4. Pipe between Lafayette Oaks and Pedrick Pond open.
5. No Weir on Lafayette Oaks Outfall Pipe.
6. Pedrick Pond constructed.

Mr. Joe Brown, PE  
Downstream Benefits Analysis and Report  
October 14, 2009  
Page 3

A comparison of model results is presented below. The table summarizes the highwater improvements at various points of analysis for existing and proposed conditions.

Table of Peak Stages for the 1994 Historical Storm		
	Canopy PUD Model	
	Pre	Post
Dove Pond	89.14	96.14
Midyette/ Lafayette Oaks Pond	79.30	72.44

Table of Peak Stages for the 100-year, 24 hour Design Storm		
	Canopy PUD Model	
	Pre	Post
Dove Pond	89.21	91.50
Midyette/ Lafayette Oaks Pond	73.92	68.94

Based on our evaluation, including the modeling, we have made the following conclusions supporting the significant public benefit achieved from reducing the potential for flooding downstream of the proposed Dove Pond Regional Stormwater Facility:

1. **Dove Pond RSF adds significant retention volume to the Tri Basin Area supporting the system function of interconnected drainage improvements for the Lafayette Oaks and Pedrick Road Basins.**

Installation of the Dove Pond regional facility adds 820 acre-feet of total retention capacity to the Tri Basin "system" and preserves volumetric capacity in Leon County's Pedrick Road retention facility for use by Lafayette Oaks and Leon County.

2. **Dove Pond RSF is designed for no post development discharge.**

Dove Pond receives stormwater runoff from 934 acres. The offsite contribution to Dove Pond is 320 acres that is developed north of the project boundary, 96 acres of COT property currently undeveloped, 69 acres of offsite Greenway and 46 acres of Holy Comforter Property currently undeveloped. The remaining 402 acres of onsite land is undeveloped in the existing condition.

The facility is designed such that no stormwater is discharged from Dove Pond in post developed conditions assuming full build out on the 402 acres of onsite property in the 1994 Historical Storm and the 100-year, 24 hour Design Storm models.

Mr. Joe Brown, PE  
Downstream Benefits Analysis and Report  
October 14, 2009  
Page 4

**3. Dove Pond RSF is designed to reduce the volume of runoff discharged across Miccosukee Road.**

Dove Pond regional facility reduces the flooding hazard to Miccosukee Road which is designated a major collector roadway. Stormwater discharged across Miccosukee Road at Edenfield Road is reduced by a minimum of 95% as outlined below.

1994 Historical storm

Pre development discharge across Miccosukee Road is 240 acre-feet.

Post development discharge across Miccosukee Road is 12 acre-feet.

100-year, 24 hour design storm

Pre development discharge across Miccosukee Road is 81 acre-feet.

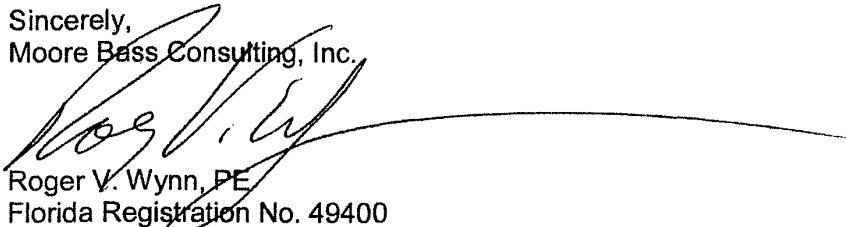
Post development discharge across Miccosukee Road is 1 acre-feet.

**4. Dove Pond RSF is designed to reduce peak flood stages in Lafayette Oaks.**

See comparison of peak flood stages above.

This letter has been prepared in support the approval of a Linear Infrastructure Variance (LIV) for the installation of the Dove Pond dam. Upon approval of the LIV and at such point in time development phases are implemented that drain to Dove Pond, CNL proposes to permit and construct the Dove Pond dam consistent with the approved SFMP and this benefit summary.

Sincerely,  
Moore Bass Consulting, Inc.



Roger V. Wynn, PE  
Florida Registration No. 49400

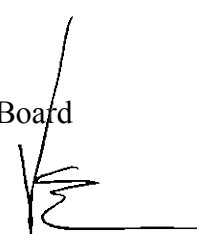
**Leon County  
Board of County Commissioners  
Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Agenda Item #6

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Request to Schedule the First and Only Public Hearing to Consider Repealing Required Bonds in Chapter 7, Article III of the Code of Laws of Leon County on September 12, 2017 at 6:00 p.m.

---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Heather Peeples, Special Projects Coordinator Karen Melton, Risk Manager

### **Statement of Issue:**

This agenda item recommends repealing Chapter 7, Article III of the Code of Laws of Leon County which requires bonding for the Sheriff and Deputy Sheriffs. This item also recommends no longer purchasing bonds for individual County Commissioners and recommending that other constitutional officers also not purchase performance bonds as the County's current insurance policies provide adequate coverage.

### **Fiscal Impact:**

This item has no current fiscal impact; however, the proposed changes to the County's bonding requirements would result in a cost savings of approximately \$3,500 every four years.

### **Staff Recommendation:**

- Option #1: Schedule the first and only Public Hearing to consider repealing Chapter 7, Article III of the Code of Laws of Leon County on September 12, 2017 at 6:00 p.m.
- Option #2: Direct staff to no longer purchase performance bonds for individual County Commissioners and recommend the same to the additional Constitutional Officers.

## **Report and Discussion**

### **Background:**

On January 24, 2017, the Board approved performance bonds for the newly-elected Sheriff and Deputy Sheriff in addition to accepting voluntary performance bonds from all other newly-elected Constitutional Officers. Staff also reported to the Board that, in light of current insurance practices, staff would review of the necessity of continuing to require and/or accept public official bonds and would report back to Board.

State law allows the Board to require a county officer to give bond, conditioned for the faithful performance of the duties of his or her office. In the event that a county officer commits fraud or acts unethically, a claim can be made against his/her bond. The Leon County Code of Laws requires only the Sheriff, and Deputy Sheriffs who are appointed by the Sheriff, to provide such bonds, which are approved by the Board via resolution. Other Constitutional Officers and County Commissioners are not required to provide performance bonds.

### **Analysis:**

Section 137.01, Florida Statutes, provides that “[e]ach board of county commissioners may by ordinance require any county officer to give bond, conditioned for the faithful performance of the duties of his or her office.” In determining the amount of the bond, the Board may consider the amount of money or property likely to be in the custody of the county officer at any one time. The bonds must be filed with the Clerk of the Circuit Court.

Currently, the Sheriff is the only Constitutional Officer required by the Leon County Code of Laws to provide such a bond. Chapter 7, Article III, “Sheriff’s Bond; Deputy Sheriffs’ Bonds,” requires the Sheriff to give a performance bond, and the Deputy Sheriffs to give a blanket Deputy Sheriffs’ bond, for the faithful performance of their respective duties. The bonds and amount of the bonds are to be approved by resolution of the Board. Resolution No. R99-08 set the Sheriff’s bond at \$10,000 and the blanket Deputy Sheriffs’ bond at \$1,000.

It has also been the Board’s practice to accept bonds from individual Commissioners and other County Officers that volunteer to give bond. The following bond amounts have been historically accepted by the Board:

<b>County Officer</b>	<b>Amount of Bond</b>
Sheriff/Deputy Sheriffs	\$10,000/\$1,000
Clerk of the Court and Comptroller	\$100,000
Tax Collector	\$100,000
Supervisor of Elections	\$5,000
Property Appraiser	\$5,000
County Commissioners	\$2,000

Title: Request to Schedule the First and Only Public Hearing to Consider Repealing Required Bonds in Chapter 7, Article III of the Code of Laws of Leon County on September 12, 2017 at 6:00 p.m.

July 11, 2017

Page 3

---

The Leon County Sheriff's Office (LCSO) has requested that the Board consider repealing Chapter 7, Article III of the Code of Laws of Leon County which requires the Sheriff and Deputy Sheriffs to provide a bond (Attachment #1). LCSO has ample insurance coverage through the Florida Sheriffs Association making the required performance bonds redundant.

Similarly, the County's insurance provides the necessary coverage for both County Commissioners and Constitutional Officers. Brown & Brown of Florida, Leon County's contracted insurance broker, has advised staff that the County's current policies provide adequate coverage should existing performance bonds be allowed to lapse (Attachment #2).

Staff recommends no longer purchasing bonds for individual County Commissioners and recommending that other Constitutional Officers also not purchase performance bonds. Upon Board direction, staff would notify the Constitutional Officers of the Board's decision and recommend that they allow their existing performance bonds to lapse at the end of their four-year term.

**Options:**

1. Schedule the first and only Public Hearing to consider repealing Chapter 7, Article III of the Code of Laws of Leon County on September 12, 2017 at 6:00 p.m.
2. Direct staff to no longer purchase performance bonds for individual County Commissioners and recommend the same to the additional Constitutional Officers.
3. Do not schedule the first and only Public Hearing to consider repealing Chapter 7, Article III of the Code of Laws of Leon County on September 12, 2017 at 6:00 p.m.
4. Board direction.

**Recommendation:**

Option #1 and #2.

**Attachments:**

1. Email from David Folsom, LCSO Chief of Staff
2. Email from Brown & Brown of Florida



>>> David Folsom 6/22/2017 6:34 AM >>>


TO: Alan Rosenzweig, Deputy County Manager

FROM: David Folsom, Chief of Staff

CC: Walt McNeil, Sheriff  
Amanda Lewis, Financial Services Director  
Kendrah Wilkerson, Budget Manager

Your consideration and research on this issue is appreciated. We support this as a cost saving action. On behalf of Sheriff McNeil, we would like to thank County Manager Vincent Long, you, and your staff for work on this issue.

Sincerely,



**David Folsom**

Chief of Staff

Leon County Sheriff's Office

2825 Municipal Way

Tallahassee, FL 32304

850-606-3368

[folsomd@leoncountyfl.gov](mailto:folsomd@leoncountyfl.gov)



LEON COUNTY  
**Sheriff's Office**  
*Committed to Excellence*

>>> Steve Farmer <SFarmer@BBDAYTONA.com> 6/19/2017 2:36 PM >>>

Karen,

As long as there is no statutory requirement, I would support allowing them to lapse.

The Crime, with a Faithful Performance coverage (which is included in the Government Entity endorsement to the Travelers policy) , would cover theft by employees under the supervision of the Public Official. Under POL, "wrongful acts" would be covered.

Hope this helps. Let me know if you have any other questions.

*Steve Farmer*

Executive Vice President/Profit Center Leader

**Brown & Brown of Florida, Inc. - Daytona**

**220 S. Ridgewood Ave.**

**Daytona Beach, Fla. 32114**

Phone: 386-239-7233

Cell: 386-299-6634

Email: [sfarmer@bbdaytona.com](mailto:sfarmer@bbdaytona.com) | [www.bbinsurance.com](http://www.bbinsurance.com)



**NOTICE:** This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Also, please remember that coverage cannot be assumed bound, changed, or cancelled by sending an electronic message until receiving confirmation from a licensed representative.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Agenda Item #7

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Request to Schedule a Workshop on Crime Statistics in Leon County for Tuesday, September 12, 2017 from 12:30 p.m. to 3:00 p.m.

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Andy Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives

### **Statement of Issue:**

This agenda item requests the Board's approval to schedule a workshop for Tuesday, September 12, 2017 from 12:30 p.m. to 3:00 p.m. to address crime statistics in Leon County.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Schedule a Workshop on Crime Statistics in Leon County for Tuesday, September 12, 2017 from 12:30 p.m. to 3:00 p.m.

## **Report and Discussion**

### **Background:**

At the June 20, 2017 meeting, the Board directed staff to schedule a workshop to discuss local crime statistics. Recently, the Florida Department of Law Enforcement (FDLE) released its annual Uniform Crime Report (UCR), which is a statistical summary of crime data based on reports gathered from law enforcement agencies throughout the state. The most recent UCR, based on statistics from January through December 2016, indicated that Leon County had the highest reported crime rate of all counties in Florida with a total of 5,655 crimes committed per 100,000 population.

### **Analysis:**

The workshop requested by the Board will provide a comprehensive overview of crime statistics in Leon County. Based on Board direction received during the June 20 meeting, staff will invite participation by representatives from FDLE, the Leon County Sheriff's Office, the Tallahassee Police Department, and other local law enforcement agencies. The workshop will evaluate current crime data, historical trends, geographic distribution of criminal activity in the community, and actions and strategies currently being taken to address crime in Leon County.

The Board's calendar reflects that Tuesday, September 12, 2017 from 12:30 p.m. to 3:00 p.m. is available to schedule the workshop.

### **Options:**

1. Schedule a Workshop on Crime Statistics in Leon County for Tuesday, September 12, 2017 from 12:30 p.m. to 3:00 p.m.
2. Schedule a Workshop on Crime Statistics in Leon County on an alternate date.
3. Do not schedule a Workshop on Crime Statistics in Leon County.
4. Board direction.

### **Recommendation:**

Option #1.


**Leon County  
Board of County Commissioners  
Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Agenda Item #8

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Resolution of Support for the Nature Coast Regional Connector Trail

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Andrew Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives Nicki Paden, Management Analyst

### **Statement of Issue:**

This item seeks Board adoption of a resolution supporting the development of the Nature Coast Regional Connector Trail from Tallahassee to Dunnellon including support for the allocation of state funds to assist in designing, building, and maintaining the trail system. Similar resolutions are also anticipated by the other seven counties along the trail route to close existing gaps in the trail.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Adopt the Resolution supporting the implementation of the Nature Coast Regional Connector Trail (Attachment #1).

## **Report and Discussion**

### **Background:**

At the March 7, 2017 meeting, the Board approved the addition of an item to the 2017 State and Federal Legislative Priorities to support the future development of the State's Shared-Use Non-motorized Trail (SunTrail) network. The SunTrail network, authorized under Sec. 339.81, F.S., is a component of the Florida Greenways and Trails System that serves to connect communities, parks, conservation areas, beaches, rivers and springs to provide citizens and visitors with a scenic, healthy, and safe alternative to highway transportation. The additional legislative priority approved by the Board supports the protection of existing funding for the SunTrail network and supports the allocation of 10% of annual proceeds from the Land Acquisition Trust Fund for trail maintenance and the development of trail amenities.

As indicated in the March 7 agenda item, the Florida Greenways & Trails Foundation (FGTF) reports that trail networks generate substantial tourism and economic activity for communities located along trail routes. Longer trail lengths and the number of trail connections throughout a region are positively associated with trail-related tourism and economic activity. Greater options for trail routes and destinations are more likely to generate repeat visits from non-local trail users as well as more hotel room nights per visit.

The Nature Coast Regional Connector Trail is FGTF's top priority trail connection for the Big Bend Region. Once developed, the trail will create a 168-mile multi-use corridor connecting Tallahassee to Dunnellon, Florida utilizing existing local improvements including Cascades Park and the St. Marks Trail. Upon completion, Leon County would become a trail "hub" community, connecting to other trails within the SunTrail Network including the Capital City to the Sea Trail and the Great Northwest Coast Regional Connector. Since the March 7 meeting, staff has continued to coordinate with FGTF and other counties along the Nature Coast Regional Connector to build regional support for the Nature Coast Regional Connector.

### **Analysis:**

On May 25, 2017, in conjunction with FGTF, the County Administrator convened a meeting in Fanning Springs, Florida with county managers and staff from Marion, Levy, Dixie, Taylor, Jefferson, Gilchrist and Wakulla Counties to discuss the Nature Coast Regional Connector Trail and its potential for economic and tourism development. Representatives from the Florida Department of Environmental Protection, Capital Region Transportation Planning Agency (CRTPA), and the Hernando-Citrus MPO were also in attendance. Staff distributed a sample resolution for consideration by each County Commission to organize and unite the advocacy efforts of counties along the trail route. Overall, the county representatives in attendance indicated support for the trail and several counties have placed the resolution, or a similar version, on an upcoming meeting agenda for consideration by their respective Board of County Commissioners.

The resolution proposed for the Board's consideration (Attachment #1) pledges Leon County's coordination with other counties in prioritizing, planning, and implementing the Nature Coast Regional Connector Trail. Of note, Leon County's segment of the trail is already built (the



Tallahassee-St. Marks Historic Railroad State Trail comprises Leon County's segment); however, support will be needed in prioritizing trail segments in Wakulla County and Jefferson County through CRTPA. The proposed resolution also requests Florida Department of Transportation (FDOT) to allocate funding for further development of the trail, and requests that the Florida Legislature allocate 10% of funds annually from the Land Acquisition Trust Fund for trail maintenance and further enhancement of the trail system.

In the coming months, Leon County staff will continue working with FGTF and fellow counties to seek funding to design, develop and manage the trail. Leon County and FGTF will encourage each county to include their respective trail segments onto their Metropolitan Planning Organization's or planning entity's project priority list. To further enhance the coordinated effort to secure funding, Leon County staff will work with FGTF and fellow counties to engage state legislators and continue to support legislation that protects and enhances funding for the development of the SunTrail Network during the 2018 Legislative Session. Staff will also include this issue for the Board's consideration during the Workshop on the 2018 State and Federal Legislative Priorities on October 24, 2017.

**Options:**

1. Adopt the Resolution supporting the implementation of the Nature Coast Regional Connector Trail (Attachment #1).
2. Do not adopt the Resolution supporting the implementation of the Nature Coast Regional Connector Trail.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Resolution Supporting the Implementation of the Nature Coast Regional Trail

**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SUPPORTING THE IMPLEMENTATION OF THE NATURE COAST REGIONAL CONNECTOR TRAIL, REQUESTING THE ALLOCATION OF FUNDS BY THE STATE OF FLORIDA TO ASSIST IN CONSTRUCTING AND MAINTAINING THE TRAIL SYSTEM, AND PLEDGING THE SUPPORT OF LEON COUNTY TO CLOSE EXISTING GAPS IN THE CONNECTOR TRAIL**

**WHEREAS**, Leon County, Florida is committed to providing high-quality infrastructure that supports the County's economy, recreational offerings, and quality of life; and

**WHEREAS**, according to the National Association of Homebuyers, trails are a top community amenity sought by American homebuyers; and

**WHEREAS**, according to the Florida Greenways and Trails Foundation, the length of trails and the number of trail connections throughout a region is positively associated with trail-related tourism and economic activity for local communities located along the trail routes; and

**WHEREAS**, increasing the number of trail routes, connections, and destinations in a region is likely to generate increased tourism activity among non-local trail users; and

**WHEREAS**, in 2015, the Florida Legislature created the Shared-Use Non-motorized Trail ("SUN Trail") Network, a system of multi-use trails connected throughout the state of Florida by regional connectors; and

**WHEREAS**, the SUN Trail Network includes a proposed segment, known as the Nature Coast Regional Connector, which would run through FDOT Districts 2, 3, and 5 connecting Leon County, Wakulla County, Jefferson County, Taylor County, Dixie County, Gilchrist County, Levy County, and Marion County; and

**WHEREAS**, the 168-mile Nature Coast Regional Connector, identified as having statewide economic benefit, would create a safe and continuous multi-use path from Leon County to Marion County through the state's scenic Nature Coast, linking other regional connector trails in the statewide SUN Trail network; and

**WHEREAS**, approximately 42 miles of the Nature Coast Regional Connector is already open to the public; and

**WHEREAS**, closing the gaps between existing trail segments along the Nature coast Regional Connector, from Tallahassee at the northern end to Dunnellon at the southern end, will provide an unprecedented level of non-motorized connectivity between communities, parks, conservation areas, waterways, and other destinations.

**WHEREAS**, a funding relationship with the state to allocate 10% of annual proceeds of the Land Acquisition Trust Fund to these projects would assist participating counties in developing and maintaining trails.

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

1. Supports the timely completion of the Nature Coast Regional Connector.
2. Pledges to coordinate with other counties along the Nature Coast Regional Connector in prioritizing, planning, and implementing the Nature Coast Regional Connector.
3. Supports the prioritization of Nature Coast Regional Connector trail segments in the upcoming update to the Florida Greenways and Trails System Plan.
4. Requests the Florida Department of Transportation to allocate funding for further development of the Nature Coast Regional Connector.
5. Requests the Florida Legislature allocate 10% of annual funding from the Land Acquisition Trust Fund for trail maintenance, further development of loop trails, and construction or enhancement of parking areas, trail access points, restrooms, landscaping, and other trail amenities.

**PASSED AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, this 11<sup>th</sup> day of July, 2017.

LEON COUNTY, FLORIDA

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

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

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

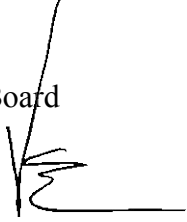
**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Agenda Item #9

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Commissioner Appointments to the Code Enforcement Board, Contractors License and Examination Board, and the Water Resources Committee

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

### **Statement of Issue:**

This agenda item seeks the Board's approval to ratify the Commissioner appointments of citizens to the Code Enforcement Board, Contractors License and Examination Board, and the Water Resources Committee.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

- Option #1: Ratify Commissioners' appointments of citizens to the Code Enforcement Board for three-year terms beginning September 1, 2017 and ending July 31, 2020:
- a. Commissioner Jackson appoints Paul Bobo
  - b. Commissioner Lindley reappoints Charles Cook
  - c. Commissioner Maddox appoints Yogendra Buch
- Option #2: Ratify Commissioner Dozier's appointment of April Hughes to the Contractors License and Examination Board for the remainder of the unexpired term ending March 31, 2020.
- Option #3: Ratify Commissioners' appointments of citizens to the Water Resources Committee for four-year terms beginning August 1, 2017 and ending July 31, 2021:
- a. Commissioner Dozier reappoints Amanda Dorsett
  - b. Commissioner Maddox reappoints John Folks

## **Report and Discussion**

### **Background:**

At its August 23, 2011 meeting, the Board approved the revised process for individual Commissioner appointments of citizens to Authorities, Boards, Committees, and Councils by having staff prepare a Consent agenda item.

### **Analysis:**

#### **Code Enforcement Board (CEB)**

Purpose: Conducts hearings and entering orders to enforce County laws relating to environmental management (storm water, trees and landscaping), zoning and land use, control of junk accumulations in the community, building code, mowing and filthy fluids, etc. The CEB has the authority to impose administrative fines and other non-criminal penalties where a violation of a code provision has occurred, with the goal of obtaining Code compliance. The purpose is to provide an equitable, expeditious, effective and inexpensive method for enforcement of local laws and to promote, protect and improve the health, safety and general welfare of the public.

Composition: There are seven members, with each Commissioner appointing one member. Members serve three-year terms, expiring August 31. The membership of the Code Enforcement Board shall, whenever possible, consist of an architect, a business person, an engineer, a general contractor, a subcontractor, a realtor and another citizen. Therefore, each Commissioner appoints as follows:

- Architect; At-Large 2
- Business Person; District 5
- Engineer; At-Large 1
- General Contractor; District 3
- Sub-contractor; District 2
- Realtor; District 4
- Citizen; District 1

Vacancies: The terms of Charles Cook, Carmen Green and Travis Sparkman expire August 31, 2017. Mr. Cook and Mr. Sparkman are both seeking reappointment and Ms. Green is not (Attachment #1). The Commissioners' appointments are listed in Table #1.

Table #1: Code Enforcement Board

<b>Vacancy / Seat Category</b>	<b>Term Expiration</b>	<b>Eligible Applicant</b>	<b>Assigned Seat Category</b>	<b>Recommended Action</b>
Charles Cook / Engineer	8/31/2017	Charles Cook	Engineer	Ratify Commissioner Lindley's reappointment for a three-year term ending July 31, 2020.
Carmen Green / Engineer	8/31/2017	Yogendra Buch	Architect	Ratify Commissioner Maddox's appointment for a three-year term ending July 31, 2020.
Travis Sparkman / Subcontractor	8/31/2017	Paul Bobo	Subcontractor	Ratify Commissioner Jackson's appointment for a three-year term ending July 31, 2020.

### **Contractors Licensing and Examination Board (CLEB)**

Purpose: The responsibilities of CLEB are to accept and approve or disapprove applications, administer examinations for contractor licenses, issue contractor certificates, conduct hearings and discipline contractors for violations of building codes or State Statutes.

Composition: The CLEB has 7 citizen members appointed by the Board of County Commissioners with each Commissioner appointing one member. Members serve three-year terms, expiring March 31. The membership should include, whenever possible:

- one architect or engineer
- one business person
- one general contractor or other contractor (building or residential) who is registered or certified
- one pool contractor or other contractor (sheet metal, roofing, air-conditioning, mechanical, pool/spa servicing, or plumbing) who is registered or certified
- three consumer representatives who may be any resident of Leon County that is not, and has never been, a member or practitioner of a profession regulated by the Contractors Licensing and Examination Board or a member of any closely related profession.

Vacancy: Member Jackie Wilson was recently appointed to the Advisory Committee on Quality Growth and therefore has resigned her seat on the Contractors License and Examination Board (Attachment #2). Commissioner Dozier's appointment is listed in Table #2.



*Table #2: Contractors License & Examination Board*

Vacancy	Term Expiration	Eligible Applicant	Recommended Action
Jackie Wilson / Consumer Rep	3/31/2020	April Hughes	Ratify Commissioner Dozier's appointment for the remainder of the unexpired term ending March 31, 2020.

### **Water Resources Committee (WRC)**

Purpose: The WRC is responsible for addressing community-wide concerns, such as flooding, recreational and community economic value, watershed management, and funding priorities. Additionally, the WRC reviews waterbody conditions and impact of development.

Composition: The WRC consists of seven citizen members who represent a balance of community interests, as follows: conservation/environment, legal/planning, real estate/economic development, and boat/fishing. At its September 15, 2015 meeting, the Board reauthorized the WRC by adopting Resolution No. 15-43, outlining the composition, criteria, and initial, staggered terms of the members. After the initial appointments, members serve a four-year term, expiring on July 31. Each Commissioner appoints one citizen member.

Vacancies: The terms of members Amanda Dorsett and John Folks end on July 31, 2017. Both Ms. Dorsett and Mr. Folks are seeking reappointment (Attachments #3 & #4). The Commissioners' appointments are listed in Table #3.

*Table #3: Water Resources Committee*

Vacancy	Term Expiration	Eligible Applicant	Recommended Action
Amanda Dorsett	7/31/2017	Amanda Dorsett	Ratify Commissioner Dozier's reappointment for a four-year term, ending July 31, 2021.
John Folks	7/31/2017	John Folks	Ratify Commissioner Maddox's reappointment for a four-year term, ending July 31, 2021.

**Options:**

1. Ratify Commissioners' appointments of citizens to the Code Enforcement Board for three-year terms beginning September 1, 2017 and ending August 31, 2020:
  - a. Commissioner Jackson appoints Paul Bobo
  - b. Commissioner Lindley reappoints Charles Cook
  - c. Commissioner Maddox appoints Yogendra Buch
2. Ratify Commissioner Dozier's appointment of April Hughes to the Contractors License and Examination Board for the remainder of the unexpired term ending March 31, 2020.
3. Ratify Commissioners' appointments of citizens to the Water Resources Committee for four-year terms beginning August 1, 2017 and ending July 31, 2021:
  - a. Commissioner Dozier reappoints Amanda Dorsett
  - b. Commissioner Maddox reappoints John Folks
4. Board direction.

**Recommendation:**

Options #1, #2 & #3.

**Attachments:**

1. CEB reappointment email
2. Wilson resignation email
3. Dorsett reappointment email
4. Folks reappointment email

**From:** Jo'Toria Snelling  
**To:** Emma Smith; Mary Smach  
**CC:** Renee Johnson  
**Date:** 6/15/2017 8:38 AM  
**Subject:** Re: Code Enforcement Board

Good morning Mary,

I contacted the three Board members. Travis Sparkman and Charles Cook are interested in remaining on the Board and were provided the link to complete a new application. Carmen Green is not interested in remaining on the Code Enforcement Board.

Thank you,

*Jo'Toria Snelling*  
Compliance Board Coordinator  
Code Compliance Program  
Development Support & Environmental Management  
435 North Macomb Street  
Renaissance Center, 2nd Floor  
Tallahassee, FL 32301-1019  
Phone: (850)606-1300  
Fax: (850)606-1301  
snellingj@leoncountyfl.gov

"People Focused. Performance Driven"  
<http://cms.leoncountyfl.gov/>

*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.*

>>> Mary Smach 06/15/2017 8:33 AM >>>  
Hi Emma,

Did you receive responses from all three?

*Mary Smach*

Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311

[www.leoncountyfl.gov](http://www.leoncountyfl.gov)

"People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

>>> Mary Smach 6/13/2017 1:47 PM >>>  
I'm sorry, there are three members (not two) whose terms expire Aug. 31, 2017:

Travis Sparkman  
Carmen Green  
Charles Cook

*Mary Smach*

Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311

[www.leoncountyfl.gov](http://www.leoncountyfl.gov)

**From:** Jackie Wilson <jwilson@tlhtech.com>  
**To:** Mary Smach <SmachM@leoncountyfl.gov>, "ZirinG@leoncountyfl.gov" <ZirinG@leoncountyfl.gov>  
**CC:** Heather Peeples <PeeplesH@leoncountyfl.gov>  
**Date:** 5/8/2017 4:51 PM  
**Subject:** RE: Advisory Committee for Quality Growth (ACQG)

I have decided to submit my name for this committee, and relinquish my position on the Leon County Construction Licensing and Examination Board.

I would be glad to submit another person from the Women in Construction Organization, to fill that position, if you would like.

I will complete the application and submit it back to you, immediately.

Jackie Wilson  
Xerox Account Executive  
Tallahassee Technology Group, Inc.  
1949 Raymond Diehl Rd.  
Tallahassee, FL 32308  
Cell: 850-228-8661 or 850-980-1414  
jwilson@tlhtech.com<mailto:jwilson@tlhtech.com>  
[TTG\_Logo (3)]  
Xerox supports Green Initiatives.  
[Green Initiative]

From: Mary Smach [mailto:SmachM@leoncountyfl.gov]  
Sent: Tuesday, May 02, 2017 2:07 PM  
To: Jackie Wilson <jwilson@tlhtech.com>  
Cc: Heather Peeples <PeeplesH@leoncountyfl.gov>  
Subject: Advisory Committee for Quality Growth (ACQG)

Hi Jackie,

It was a pleasure speaking with you today. As we discussed, it is the County policy that citizens may only serve on one committee at a time. So if you would like to serve on the new Advisory Committee on Quality Growth, you would need to resign your seat on the Contractor's License & Examination Board.

Our web page provides more information on this new committee: <http://cms.leoncountyfl.gov/committees/detail.asp?id=157>

Your organization may make a nomination to the new Advisory Committee on Quality Growth via email or letter if you prefer. Please ask your nominee to complete the online application: <http://cms.leoncountyfl.gov/committees/>

If we can be of any further assistance, please do not hesitate to contact me or Heather Peeples at 850-606-5300.

Regards,

Mary Smach  
Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311

[www.leoncountyfl.gov](http://www.leoncountyfl.gov)<<http://www.leoncountyfl.gov>>

"People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

>> Jackie Wilson <jwilson@tlhtech.com<mailto:jwilson@tlhtech.com>> 4/18/2017 11:45 AM >>>  
Just to let you know, in response to your letter, I would be very interested in serving on this new committee

Jackie Wilson  
President Tallahassee Chapter #72  
National Association of Women in Construction  
PO Box 13672  
Tallahassee, FL 32317  
Cell: 850-980-1414  
jwilson@tlhtech.com<mailto:jwilson@tlhtech.com>

**From:** "Hodges, Stephen M" <Stephen.Hodges@talgov.com>  
**To:** "Smach, Mary" <SmachM@leoncountyfl.gov>  
**Date:** 6/13/2017 3:47 PM  
**Subject:** FW: Your WRC Appointment

FYI.

From: Dorsett, Amanda [mailto:ADorsett@ene.com]  
Sent: Tuesday, June 13, 2017 3:37 PM  
To: Hodges, Stephen M  
Subject: RE: Your WRC Appointment

Hi Steve,

I would like to continue on the committee, so I would like to be re-appointed if possible.

Thank you,

[cid:image002.jpg@01D2E45A.EA034C80]<<http://www.ene.com/>>

Amanda Dorsett, Assoc. Environmental Specialist  
FDEP Petroleum Restoration Program – Team 6  
2002 Old St. Augustine Rd., Suite B-10, Tallahassee, Florida 32301  
Phone: 850-877-1133 ext. 3704  
adorsett@ene.com<mailto:adorsett@ene.com> • [www.ene.com](http://www.ene.com/)<<http://www.ene.com/>>

From: Hodges, Stephen M [mailto:Stephen.Hodges@talgov.com]  
Sent: Tuesday, June 13, 2017 2:13 PM  
To: Hodges, Stephen M  
Subject: Your WRC Appointment  
Importance: High

Your WRC appointment is due to expire on July 31, 2017. If you would like to be re-appointed, or if you do not want to be, please let me know ASAP so I can let the County's agenda coordinator know. Please contact me directly if you have any questions. Thanks.

Steve

Stephen M. Hodges, AICP  
Senior Planner  
Tallahassee-Leon County Planning Dept.  
Comprehensive Planning & Urban Design  
850.891.6400 • [stephen.hodges@talgov.com](mailto:stephen.hodges@talgov.com)<<mailto:stephen.hodges@talgov.com>>  
[Description: JUST-PLN]  
Please note that under Florida's Public Records laws, most written communications to or from city and county staff or officials regarding public business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

**From:** "Hodges, Stephen M" <Stephen.Hodges@talgov.com>  
**To:** "Smach, Mary" <SmachM@leoncountyfl.gov>  
**Date:** 6/19/2017 3:39 PM  
**Subject:** RE: Water Resources Committee

Mary,

John would like to be reappointed. Thanks.

Steve

From: Mary Smach [mailto:SmachM@leoncountyfl.gov]  
Sent: Tuesday, June 13, 2017 11:21 AM  
To: Hodges, Stephen M  
Subject: Water Resources Committee

Hi Steve,

The terms of two Water Resource Committee members are due to expire on July 31, 2017. They are Amanda Dorsett and John Folks. Are they seeking reappointment? If so, what was their attendance for the last year?

If they are, I'd like to include the reappointments on the Board's July 11th Agenda, so please let me know as soon as possible.

Regards,

Mary Smach  
Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311

[www.leoncountyfl.gov](http://www.leoncountyfl.gov)<<http://www.leoncountyfl.gov>>

"People Focused. Performance Driven"

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

**Leon County  
Board of County Commissioners**

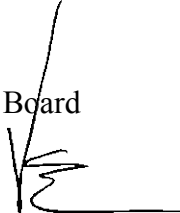
**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Agenda Item #10

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Full Board Appointment of the School Board Selected Member to the Planning Commission

---

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

### **Statement of Issue:**

This agenda item seeks the Board's consideration of the Full Board appointment of a citizen selected by the School Board to serve on the Planning Commission.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Consideration of the appointment of the School Board selection of Patricia Weaver to the Planning Commission for a three-year term ending June 30, 2020.



## **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:**

#### **Planning Commission**

##### **Purpose:**

The Tallahassee-Leon County Planning Commission was established by interlocal agreement on September 26, 1967, between Leon County and the City of Tallahassee. This agreement designated the Planning Commission as the entity responsible for comprehensive area wide planning within the City of Tallahassee and Leon County. The Planning Commission is also the designated Local Planning Agency (LPA) that reviews amendments to the Comprehensive Plan. Duties and responsibilities of the Planning Commission and the LPA are set forth in the Planning Commission Bylaws as well as the interlocal agreement and local land development codes for the City and County.

##### **Composition:**

The Planning Commission has 3 members appointed by the full Board, 3 members appointed by the City and 1 member selected by the School Board and appointed by the full Board and the City Commission. The members serve a three-year term and may be reappointed. Vacancies are filled for the remainder of the unexpired term.

##### **Vacancies:**

The term of the current Leon County School Board selected member Patrick Madden expired on June 30, 2017. The School Board selected a new member, Patricia Weaver, at their June 20, 2017 meeting (Attachment #1). The City Commission will also consider her appointment at their July 19, 2017 meeting. See Table #1.

**Table #1: Planning Commission**

<b>Vacancies</b>	<b>Term Expiration</b>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Patrick Madden	6/30/2017	2.	Patricia Weaver (selected by the School Board)	Full Board to appointment the School Board selected member for a three-year term ending 6/30/2020

**Options:**

1. Consideration of the appointment of the School Board selection of Patricia Weaver to the Planning Commission for a three-year term ending June 30, 2020.
2. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Weaver email
2. Weaver application

>>> "Perrine, Beth" <Mary.Perrine@talgov.com<mailto:Mary.Perrine@talgov.com>> 6/28/2017 9:24 AM >>>

Ms. Patricia Weaver has been selected by the Leon County School Board to serve as their appointee to the Tallahassee-Leon County Planning Commission. According to the Planning Commission bylaws, their selection must be confirmed by both the City and County Commissions. You should have copies of her city and county applications for your review. Please proceed with having his appointment confirmed.

Thank you for your assistance.

Beth Perrine  
Staff Assistant  
Tallahassee-Leon County Planning Dept.  
Land Use Planning  
850.891.6400 • beth.perrine@talgov.com<mailto:beth.perrine@talgov.com>  
[Description: JUST-PLN]

Please note that under Florida's Public Records laws, most written communications to or from city and county staff or officials regarding public business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

**Agenda Item Details**

---

Meeting	Jun 20, 2017 - Business Meeting
Category	18. Items for Consideration
Subject	18.05 Tallahassee - Leon County Planning Commission Representative for 2017 - 2020
Type	Action

**STAFF MEMBER REPORTING THIS ITEM/PHONE:** Dr. Randy Pridgeon and Dr. Michelle Gayle (487-7177)


**ACTION REQUESTED:** The Superintendent recommends the appointment of Mrs. Patricia Weaver to serve as the Leon County School Board representative on the Tallahassee-Leon County Planning Commission.

**ITEM SUMMARY:** The Tallahassee-Leon County Planning Commission was duly established by virtue of an interlocal agreement dated September 26, 1967, between the County of Leon and the City of Tallahassee. This agreement designates the Planning Commission as the entity responsible for comprehensive area wide planning within the City of Tallahassee and Leon County. The Planning Commission is also the duly designated Local Planning Agency (LPA) and Land Development Regulation Commission pursuant to Chapter 163, Florida Statutes and the Transportation Planning Advisory Committee (TPAC) to the Metropolitan Planning Organization pursuant to Chapter 339, Florida Statutes. Duties and responsibilities of the Planning Commission are set forth in the interlocal agreement, the Planning Commission Bylaws, and the ordinances of the City of Tallahassee and Leon County. The Planning Commission is composed of three members appointed by the Board of County Commissioners of Leon County, three members appointed by the City Commission of the City of Tallahassee and one member selected by the School Board of Leon County and appointed by the City and County Commissions. Planning Commissioners shall serve for a term of three years, unless terminated as provided in the by-laws, and may be reappointed. The Planning Commission shall hold regular meetings in accordance with a calendar, which is approved by the Planning Commission each November. All meetings shall be open to the public. The Planning Commission shall be responsible for comprehensive area-wide planning. There is currently a vacancy on the commission which is to be filled by an individual designated by the school board.

**WILL SUBMITTER BE DELIVERING SIGNATURE DOCUMENTS TO BOARD SECRETARY?** No

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT PLANNING COMMISSION

Attachment #2  
Page 1 of 3

<p><b>It is the applicant's responsibility to keep this information current.</b>  <b>To advise the County of any changes please contact Mary Smach</b>  <b>by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b></p> <p><b>Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Patricia Weaver		Date: 6/27/2017 4:30:27PM
Home Phone: (850) 668-6729	Work Phone: (-)-X	Email: weaverp@embarqmail.com
Occupation: RETIRED	Employer: RETIRED	
Preferred mailing location: Home Address		
Work Address:		
City/State/Zip: TALLAHASSEE, FL		
Home Address 318 MEADOW RIDGE DRIVE		
City/State/Zip: TALLAHASSEE, FL 32312		
Do you live in Leon County? Yes If yes, do you live within the City limits? Yes		
Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes		
For how many years have you lived in and/or owned property in Leon County? 23 years		
Are you currently serving on a County Advisory Committee? Yes		
If yes, on what Committee(s) are you a member? LEON COUNTY SCHOOLS AUDIT COMMITTEE		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
<p><b>(OPTIONAL)</b> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: African American Sex: Female Age: 70.00</p> <p>Disabled? No District:</p>		
<p><b>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.</b></p>		

References (you must provide at least one personal reference who is not a family member):

Name: ROCKY HANNA

Telephone: 487-7100

Address: 2575 W PENSACOLA STREET

Name:

Telephone:

Address:

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION**

1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?  
Yes

2.) Are you willing to complete a financial disclosure form Yes

3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups) No  
If yes, please explain.

4.) Are you you or your employer, or your spouse or child or their employers, currently doing business with Leon County? No  
If yes, please explain.

5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority? No

6.) Do you currently 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/Board/Authority? No  
If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Patricia Weaver

This application was electronically sent: 6/27/2017 4:30:27PM



**Leon County  
Board of County Commissioners  
Notes for Agenda Item #11**




# Leon County Board of County Commissioners

## Agenda Item #11

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets in the Amount of \$129,060

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

### **Statement of Issue:**

This item seeks the Board's approval to withdraw \$129,060 from the Law Enforcement Trust Fund to be utilized by the Sheriff's Office for a variety of crime prevention and school resource deputy programs.

### **Fiscal Impact:**

This item has a fiscal impact of \$129,060. Adequate funding is available in the Law Enforcement Trust Fund. As of June 20, 2017, the fund has a balance of \$315,341.

### **Staff Recommendation:**

Option #1: Approve the transfer of \$129,060 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention and school resource deputy programs.

## **Report and Discussion**

### **Background:**

Florida Statute addresses the disposition of liens and forfeited property, and allows for the establishment of a special law enforcement trust fund that defines the conditions under which a Board of County Commissioners can allow proceeds from such a fund to be expended. Section 932.7055 F.S. provides for disposition of liens and forfeited property as follows:

- The proceeds from the sale of forfeited property shall be disbursed in the following priority: (a) payment of the balance due on any lien preserved by the court in the forfeiture proceedings, (b) payment of the cost incurred by the seizing agency in connection with the storage, maintenance, security, and forfeiture of such property, and (c) payment of court costs incurred in the forfeiture proceeding
- If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned shall be used for school resource officers, crime prevention, safe neighborhoods, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.

The Statute gives the Sheriff's Office the discretion to determine which program(s) will receive the designated proceeds. The funds may be expended upon request by the Sheriff to the Board of County Commissioners, accompanied by a written certification that the request complies with the provisions of the Statute.

### **Analysis:**

Sheriff Walt McNeil has requested a draw of \$129,060 from the Law Enforcement Trust Fund for crime prevention and school resource deputy programs (Attachment #1). The attachment lists Crime Prevention Programs, such as Citizens Academy and Crime Watch, as well as the School Resource Deputy Youth Prevention Programs. The Sheriff has certified that the Law Enforcement Trust Fund assets requested would be expended in accordance with the requirements of Florida Statute as follows:

Crime Prevention Programs	\$122,560
<u>School Resource Deputy Programs</u>	<u>6,500</u>
<b>Total Forfeiture Request</b>	<b>\$129,060</b>

As of June 20, 2017, a balance of \$315,341 is available in the Law Enforcement Trust Fund. The funds will be disbursed directly from the trust fund.

**Options:**

1. Approve the transfer of \$129,060 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention and school resource deputy programs.
2. Do not approve the transfer of \$129,060 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention and school resource deputy programs.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Law Enforcement Trust Fund letter from the Sheriff



Sheriff **Walt McNeil**

---

---

## LEON COUNTY SHERIFF'S OFFICE

June 19, 2017

Honorable John E. Dailey  
Chairman, Board of County Commission  
Leon County Courthouse  
301 S. Monroe Street  
Tallahassee, FL 32301

Dear Chairman Dailey,

The Leon County Sheriff's Office is requesting a draw from the Law Enforcement Trust Fund in the amount of \$129,060.

These funds will be utilized for various crime prevention activities and SRO programs as shown on the attached memorandum.

I hereby certify that these expenditures comply with Section 932.7055 F.S. Please call me if you have any questions regarding this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Walt McNeil", is written over a circular stamp that is partially obscured.

Walt McNeil  
Sheriff

Enclosure

WM/al



Post Office Box 727 ★ Tallahassee, Florida 32302-0727  
Office Phone (850) 606-3300 ★ Jail Phone (850) 606-3500  
Please visit us on the web at: [www.leoncountysos.com](http://www.leoncountysos.com)



Page 142 of 955 Posted: June 30, 2017 at 3:00 p.m.

# Leon County Sheriff's Office

## Inter-Office Memorandum

**Date:** June 19, 2017  
**To:** Chief David Folsom  
**From:** Amanda Lewis  
Fiscal Operations Manager  
**Subject:** 2016-2017 State Forfeiture Fund Request

---

The following request for forfeiture funds is in accordance with F.S. 932.7055(5)(a), for crime prevention and school resource deputy programs.

### Crime Prevention Programs:

Citizens Academy	\$10,000
Youth Sports Sponsorships	\$ 4,500
Crime Watch Signs	\$ 2,500
Crime/Drug Prevention Charities	\$15,000
Tableau Software	\$32,060
Spirit Resource Program	\$58,500

**Total** **\$122,560**

### School Resource Deputy Programs

Youth Prevention Programs	\$2,500
Youth Promotional Items	\$4,000

**Total** **\$6,500**

**Total Forfeiture Request** **\$129,060**

**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Agenda Item #12

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator  
Gwendolyn Marshall, Clerk of the Circuit Court and Comptroller

**Title:** Leon County Investment Policy

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship Jordan Steffens, Interim Finance Director, Clerk of the Circuit Court and Comptroller
<b>Lead Staff/ Project Team:</b>	Ken Kent, Treasury Manager Norma Parrish, General Accounting Manager

### **Statement of Issue:**

As recommended by the Investment Oversight Committee, this item seeks Board approval of revisions to the Leon County Investment Policy for compliance with Section 218.415 Florida Statutes and to increase interest earnings while preserving the safety of the County's investment modifications are recommended for the amount of County funds that can be invested in certain investment pools.

### **Fiscal Impact:**

This item has no current fiscal impact to the County; however, the increase in the limit on investments in the State of Florida Investment Pool should result in higher interest income over time.

### **Staff Recommendation:**

Option #1: Adopt the proposed revised "Leon County Investment Policy" (Attachment #1).

## **Report and Discussion**

### **Background:**

Section 218.415, Florida Statutes provides units of local government with the ability to conduct investment activity outside the framework of the Statute that is consistent with a written plan adopted by the local governing body. Policy No. 02-12, “Leon County Investment Policy,” adopted by the Board on September 17, 2002, authorizes Leon County’s (County) investment activity (Attachment #2). The Investment Policy applies to all funds held for the benefit of the Board. The Board has established several objectives that are applied to the management of the County’s funds: safety of principal, maintenance of adequate liquidity, and finally, return maximization.

### **Analysis:**

The Investment Policy provides for an Investment Oversight Committee (IOC) to work with the Clerk of the Circuit Court on the investment of the portfolio. Annually, the IOC reviews the Investment Policy and recommends proposed revisions to the Board. The IOC is comprised of three citizens, including two members appointed by the Board: Michael Kramer and Ben Watkins, and, one member appointed by the Clerk of Court: Chairman David Reid. In addition to the citizen appointees, the IOC includes Scott Ross, Director, Office of Financial Stewardship and Gwen Marshall, Clerk of the Circuit Court and Comptroller.

The IOC met on September 28, 2016, February 23, 2017, and June 7, 2017 to thoroughly examine the current Investment Policy. The IOC approved recommending to the Board the proposed revisions to the Policy that are consistent with the investment objectives.

The following is a summary of the substantive changes to the policy:

- To facilitate compliance with Section 218.415 Florida Statutes, we deleted all or portions of several Policy sections which are no longer applicable or are covered in other Policy sections or Exhibit A.
- Changes to limits on Policy Exhibit A: the limit for investing in the State Treasury Special Purpose Investment Account (SPIA) was increased from 50% to 100% of the combined portfolio. This is a pool managed by the State Treasury where the majority of funds are trust funds. Leon County is one of 18 local government participants in the SPIA and the state has closed the pool to new members.
- Reduced the limit on Exhibit A for Local Government Surplus Funds Trust Fund (Florida Prime) because these returns are lower than many other options.
- Added citations of statutes to Section I Scope, Section VI Authority, and the new Section XI Audits.
- Several sections were renumbered or were retitled and renumbered.



A summarization of changes to the existing policy is included as Attachment #3. If adopted the proposed new Leon County Investment Policy would supersede the current Policy No. 02-12.

**Options:**

1. Adopt the proposed revised Leon County Investment Policy. (Attachment #1)
2. Do not adopt the proposed revised Leon County Investment Policy.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed new policy, "Leon County Investment Policy"
2. Current Policy No. 02-12
3. Section by Section Summary of Investment Policy Changes

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

### **Policy No. 17 –**

Title: Leon County Investment Policy

Date Adopted: July 11, 2017

Effective Date: July 11, 2017

Reference: Florida Statutes Section 218.415, Ordinance 02-18

Policy Superseded: Policy No. 02-12, Leon County Investment Policy, revised October 11, 2011; Policy No. 02-12, Leon County Investment Policy, revised September 14, 2010; Policy No. 02-12, Leon County Investment Policy, revised September 2, 2008; Policy No. 02-12, revised January 11, 2005; Policy No. 02-12, adopted September 17, 2002, revised October 11, 2011; revised February 25, 2014

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 02-12, Leon County Investment Policy, revised February 25, 2014, is hereby superseded, and replaced in its entirety, and a new Policy No. 17- \_\_\_\_ entitled “Leon County Investment Policy” is hereby adopted in its place, effective July 11, 2017, to wit:

#### **I. SCOPE**

This Policy was adopted using Florida Statutes Section 218.415 as a guideline and applies to all funds held by the County in excess of those required to meet current expenses.

#### **II. INVESTMENT OBJECTIVES**

The primary objectives of all investment activities for the County should be safety of principal, maintenance of adequate liquidity, and finally, return maximization.

- A. Safety of Principal. This is the foremost investment objective. Investment transactions should seek to keep capital losses to a minimum, whether the result of security defaults or erosion of market value. This is best insured by establishing minimum acceptable credit ratings, limiting overall portfolio duration, setting maximum exposures by sector, defining appropriate levels of diversification, and limiting exceptions.
- B. Maintenance of Liquidity. To meet the day-to-day operating needs of the County and to provide the ready cash to meet unforeseen temporary cash requirements, a liquidity base of approximately at least two months of anticipated disbursements will be kept in relatively short term investments. These would include investments in government pools with daily liquidity such as the Local Government Surplus Trust Fund or money markets.

**Leon County Investment Policy**  
**Policy No. 17-XX**

---

**9.06**

- C. Return Maximization. Return is of least importance compared to the safety and liquidity objectives above. Investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

**III. STANDARDS OF CARE**

- A. Standards of Prudence. The "Prudent Person" Rule shall be applied in the management of the overall investment portfolio. The "Prudent Person" Rule states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The Clerk and Finance Department employees performing the investment functions, acting as a "prudent person" in accordance with established procedures and this Policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that appropriate monitoring efforts are performed.
- B. Ethical Standards. Officers, employees and external investment advisors of the Clerk's Office who are involved in the investment process shall refrain from personal business activity that could conflict with State Statutes, County ordinances, proper management of the investment portfolio or which could impair their ability to make impartial investment decisions. Investment officials and employees, including members of the Investment Oversight Committee, shall disclose any material financial interests in any investment firms, or financial institutions that conduct business with the County and shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the County.

Limits of Liability. Other than by an action of the County, the County shall provide for the defense and indemnification of any Committee member who is made a party to any suit or proceeding or against whom a claim is asserted by reason of their actions taken within the scope of their service as an appointed member of this committee. Such indemnity shall extend to judgments, fines, and amounts paid in settlement of such claim suit, or proceeding, including any appeal thereof. This protection shall extend only to members who have acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the County.

**IV. AUTHORITY**

Responsibility for the administration of the investment program is vested in the Clerk of the Circuit Court (Clerk), as provided in Section 28.33, Florida Statutes. The Clerk shall exercise this authority to invest surplus funds in accordance with Section 218.415, Florida Statutes. The Clerk hereby delegates the day-to-day responsibility for the administration of the investment program to the Finance Director. The Finance Director shall maintain an Investment Procedures and Internal Controls Manual based on this Policy.

**V. INVESTMENT OVERSIGHT COMMITTEE**

The Board is responsible for setting guidelines for the investment of the portfolio through the adoption of this Investment Policy. The Board recognizes that there is an expertise required both for setting the guidelines and the review of performance, which may exceed the technical background of individual commissioners and has, therefore, created the Investment Oversight Committee. This Committee is charged with the responsibility to review this Policy on a regular basis and to recommend changes. The Clerk will provide sufficiently detailed reports to the Committee in order for the Committee to review portfolio performance. The Committee will establish portfolio benchmarks in order to judge the performance of the portfolio with respect to the market and other portfolios of similar size and limitations. The Committee will provide the Board a report as of the close of the fiscal year recapping the performance of the portfolio and any external managers. The Board or the Committee may request additional meetings to discuss issues of concern or direction.

**VI. PROCUREMENT OF EXTERNAL INVESTMENT MANAGERS**

The County may utilize external investment managers to assist with management of the portfolio. External management may be employed in situations where, due to limitations in the areas of staff time or expertise, such outside resources would be in a better position to overcome such limitations. Securities purchased by the external manager on behalf of the County and other investments held by the fund must be in compliance with the constraints identified by this Policy. The average duration of the funds managed by any one external manager on behalf of the County as part of the portfolio shall not exceed three years.

The Clerk in her capacity as Chief Financial Officer of Leon County oversees the selection of external managers through a competitive selection process (an RFP). The RFP committee will include county and clerk staff along with investment experts from other governments or the community. In making this selection, consideration will be given to past investment performance, fees, assets under management, experience of the firm and the individuals managing portfolios of similar size, complexity and investment restrictions. Upon selection of an external manager, the Clerk will execute a contract with the firm. External managers will be evaluated and retained based upon their investment performance.

**VII. THIRD-PARTY CUSTODIAL AGREEMENTS**

The Clerk will execute a Third Party Custodial Safekeeping Agreement with a depository chartered by the United States Government or the State of Florida. All securities purchased, and/or collateral obtained by the Clerk shall be properly designated as an asset of the County and held in an account separate from other assets held by the depository. No withdrawal of such securities, in whole or in part, shall be made from safekeeping except by authorized staff. The Clerk will enter into a formal agreement with an institution of such size and expertise as is necessary to provide the services needed to protect and secure the investment assets of the County.

**Leon County Investment Policy**  
**Policy No. 17-XX**

---

**9.06**

Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

The Third Party Custodial Safekeeping Agreement shall include letters of authority from the Clerk and details as to responsibilities of each party. These responsibilities include notification of security transactions, repurchase agreements, wire transfers, safekeeping and transactions costs, procedures in case of wire failure and other unforeseen mishaps, including the liability of each party.

**VIII. INTERNAL CONTROLS**

The Treasury Manager shall establish and monitor a set of written internal controls designed to protect the County's funds and ensure proper accounting and reporting of the securities transactions. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery-vs-payment" procedures.

No person may engage in an investment transaction except as authorized under the terms of this policy. All daily investment activity is performed by the Treasury Manager under supervision of the Finance Director.

Pursuant to Section 218.415 (13), Florida Statutes, independent auditors as a normal part of the annual financial audit to the County shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

**IX. CONTINUING EDUCATION**

The Clerk staff responsible for making investment decisions must annually complete eight hours of continuing education in subjects or courses of study related to investment practices and products.

**X. POLICY REVIEW AND AMENDMENT**

This Policy shall be reviewed annually by the Investment Oversight Committee and any recommended changes will be presented to the Board of County Commissioners for adoption.

**Leon County Investment Policy**  
**Policy No. 17-XX**

---

**9.06**

**XI. AUDITS**

Certified public accountants conducting audits of units of local government pursuant to Section 218.39, Florida Statutes shall report, as part of the audit, whether or not the local government has complied with Section 218.415, Florida Statutes.

**XII. MASTER REPURCHASE AGREEMENT**

The County will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the Master Repurchase Agreement.

**XIII. INVESTMENT PERFORMANCE AND REPORTING**

A quarterly investment report shall be prepared by the Finance Office and provided to the County Administrator and the Investment Oversight Committee. The report shall include an analysis of the portfolio by sector, maturity, yield, as well as its overall performance during that period with sufficient detail for a comprehensive review of investment activity and performance.

An annual report will be presented to the Board of County Commissioners ("Board"), which shall include securities in the portfolio by sector, book value, income earned, market value and yield. Investment performance shall measure risk characteristics, portfolio size, sector allocations, and year-to-date earnings to an appropriate benchmark.

The County Administrator shall be notified immediately of deviations from currently approved investment policies. In the event of a ratings agency downgrade to below the A or better requirement, a written notification and investment plan from the external manager must be submitted to the County Administrator. A forced or immediate sale of the downgraded asset is not required.

**XIV. RISK DIVERSIFICATION AND PORTFOLIO COMPOSITION**

The County recognizes that investment risks can result from issuer defaults, market price changes, change in credit ratings, reinvestment of principal and interest, or various technical complications leading to temporary illiquidity. For purposes of this Policy, the top nationally recognized statistical ratings organizations (NRSROs) for all credit-sensitive securities are Moody's, Standard and Poor's, and Fitch. Portfolio diversification and maturity limitations are employed as primary methods of controlling risk. Market value shall be the basis for determining portfolio percentages and compliance with this Policy.

The average range of duration for the County's overall portfolio, inclusive of internally and externally managed investments, is defined as 0.5 years to 2.5 years. Unusual market or

**Leon County Investment Policy**  
**Policy No. 17-XX**

---

**9.06**

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.

**XV. AUTHORIZED INVESTMENTS**

This section lists the authorized investments for the internal and external county portfolios. Details of key limitations on authorized investments are provided in Exhibit A. Investments not listed in this policy are prohibited.

Internal Investment Portfolio

- A. The Local Government Surplus Trust Fund (Florida Prime), Florida Treasury Special Purpose Investment Account (SPIA), or any intergovernmental investment pools authorized pursuant to the Florida Interlocal Cooperation Act of 1969 as provided in Section 163.01 Florida Statutes.
- B. Investments may be made in SEC qualified constant net asset value fixed income money market mutual funds rated AAAM or AAAG comprised of only those investment instruments as authorized in this Policy, provided that such funds do not allow derivatives.
- C. Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02 Florida Statutes. This includes, but is not limited to, time deposit accounts, demand deposit accounts, and non-negotiable certificates of deposit.

External Investment Portfolio

- D. Direct obligations of the United States Treasury. Investments may be made in negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government.
- E. Federal agencies and instrumentalities. United States Government Agencies and sponsored agencies which are non-full faith and credit.
- F. Corporate Debt Securities. Investments may be made in securities issued by any U.S. corporation provided that such instrument is rated A or better by at least two NRSROs.
- G. Municipal Bonds. Investments may be made in securities issued by governmental entities or territorial boundaries of the United States provided that such instrument is rated A or better by at least two NRSROs.
- H. Mortgage-Backed Securities (MBS). Only agency collateralized (FNMA, FHLMC and GNMA) MBS, including collateralized mortgage obligations (CMOs), may be purchased.
- I. Asset-Backed Securities (ABS). Only ABS collateralized by traditional consumer receivables such as automobile, equipment, utility, and credit card loans may be purchased. The minimum credit rating for ABS must be AAA by at least two NRSRO at

**Leon County Investment Policy**  
**Policy No. 17-XX**

---

**9.06**

the time of purchase.

- J. Commercial Mortgage-Backed Securities (CMBS). Only agency collateralized CMBS may be purchased.
- K. Repurchase Agreements. Investments whose underlying purchased securities consist of United States Treasury, Federal agencies and/or Instrumentalities and based on the requirements set forth in the Clerk's Master Repurchase Agreement.
- L. Banker's Acceptances. Investments may be made in bankers' acceptances which are inventory based and issued by a bank, which has at the time of purchase, an unsecured, uninsured and un-guaranteed obligation rating of at least "Prime-1" and "A" by Moody's and "A-1" and "A" by Standard & Poor's.
- M. Commercial Paper. Investments may be made in commercial paper of any United States company, which is rated at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). Asset backed commercial paper is prohibited.

**XVI. SUMMARY OF KEY LIMITATIONS ON AUTHORIZED INVESTMENTS**

The detail guidelines for investments and limits on security issues, issuers, maturities, and credit quality as established by the Clerk are provided in **Exhibit A**. The Clerk or the Clerk's designee (Finance Director) shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Exceeding percentage limits due to changes in portfolio balance will not require liquidation of any asset, but will restrict further investing. Any changes to the portfolio composition guidelines or limits must be in writing from the Finance Director, directed to the appropriate parties and discussed at each quarterly Investment Oversight Committee meeting.

Additional Portfolio Limitations

- A. The limits for the Internally Managed portfolio apply to the combined internal and external portfolios.
- B. The External Manager's limits apply to external portfolio.
- C. The maximum combined portfolio allocation to MBS, CMBS and ABS securities is 45% at time of purchase.
- D. The maximum combined portfolio allocation to corporate debt and municipal securities is 45% at time of purchase.
- E. Portfolio securities may be purchased in either fixed or floating-rate form.
- F. All investments must be denominated in U.S. Dollars.
- G. Investments rated BBB and below are not permitted at the time of purchase. The lower rating shall apply in instances of split-rated securities.



**Leon County Investment Policy**  
**Policy No. 17-XX****9.06****LEON COUNTY INVESTMENT POLICY**  
**EXHIBIT A**

<b>IP Section</b>	<b>Authorized</b>	<b>Security Type</b>	<b>Portfolio Sector Maximum</b>	<b>Subsector Maximum</b>	<b>Per Issuer Maximum</b>	<b>Maximum Maturity/ WAL Limit</b>	<b>Quality Minimum</b>
XVI.A.	IM	State of Florida Treasury Special Purpose Investment Account (SPIA);	100%	NA	NA	NA	NA
XVI. A.	IM	Local Government Surplus Funds Trust Fund (Prime) FL Local Government Investment Trust (FLGIT); FL Municipal Investment Trust (FMIVT)	15% each Pool	NA	NA	NA	NA
XIV. B.	IM	Constant Net Asset Value Money Market Mutual Funds	100%	NA	NA	NA	SEC-qualified, must hold investments allowed by this Policy
XVI. C.	IM	Financial Deposit Instruments	30%	NA	NA	2-Year Mat; 1 Year Avg Maturity	Florida Security for Public Dep. Act
XVI. D.	EM	United States Government Securities	100%	NA	NA	10-Year Maturity	NA
XVI. E.	EM	United States Federal Agencies (full faith and credit)	100%	NA	20.0%	5-Year Maturity	NA
XVI. E.	EM	Federal Instrumentalities (Non- full full faith and credit)	45%	NA	15.0%	5-Year Maturity	NA
XVI. F.	EM	Corporate Debt Securities	25%	NA	3.0%	5-Year Maturity	A3/A- by 2 NRSRO
XVI. G.	EM	Municipal Bonds	35%	NA	3.0%	5-Year Maturity	A3/A- by 2 NRSRO
XVI. H.	EM	Mortgage-Backed Securities (MBS), including CMOs	35%	Agency- only	5.0%	5-Year WAL	Agency
XVI. I.	EM	Asset-Backed Securities (ABS)	10%	NA	3.0%	5-Year WAL	Aaa/AAA by 2 NRSRO
XVI. J.	EM	Commercial Mortgage-Backed Securities (CMBS)	8%	Agency- only	3.0%	5-Year WAL	Agency
XVI. K.	EM	Repurchase Agreements	15%, if longer than 1-Day	NA	5.0%	60-Days	Requires Master Repo Agreement
XVI. L.	EM	Bankers' Acceptances	15%	NA	5.0%	270-Days	A1/P1 by 2 NRSRO
XVI. M.	EM	Commercial Paper	20%	No ABCP	5.0%	270-Days	A1/P1 by 2 NRSRO

EM. External Managers where limits apply to external portfolio.

IM. Internal Management where limits apply to combined internal and external portfolios.

WAL. Weighted Average Life.

The maximum combined portfolio allocation to MBS, CMBS and ABS securities is 45% at time of purchase.

The maximum combined portfolio allocation to corporate debt and municipal securities is 45% at time of purchase.

Portfolio securities may be purchased in either fixed or floating-rate form.

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

### **Policy No. 02 - 12**

Title: Leon County Investment Policy

Date Adopted: February 25, 2014

Effective Date: February 25, 2014

Reference: N/A

Policy Superseded: Policy No. 02-12, Leon County Investment Policy, revised October 11, 2011; Policy No. 02-12, Leon County Investment Policy, revised September 14, 2010; Policy No. 02-12, Leon County Investment Policy, revised September 2, 2008; Policy No. 02-12, revised January 11, 2005; Policy No. 02-12, adopted September 17, 2002

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 02-12, revised October 11, 2011, is superseded and a revised Policy is hereby adopted, to wit:

It is the policy of the Leon County Finance Division that:

#### **Introduction**

The following Investment Policy, within the context of the County's Investment Ordinance, is intended to set forth the framework within which the County's investment activities will be conducted. The Investment Policy establishes parameters for investment activity, which may be further restricted by the Investment Oversight Committee or by investment staff. The Investment Policy provides parameters to limit risk and ensure a broadly diversified portfolio. Upon approval of changes to the Investment Policy, existing holdings which are inconsistent with the requirements are exempt from the new Policy. These holdings will be managed prudently, while efforts are made to bring into compliance with new Policy.

In establishing this Investment Policy, the Board of County Commissioners recognizes the traditional relationship between risk and return and acknowledges that all investments whether they are for one day or years, involve a variety of risks related to maturity, duration, credit, market and reinvestment risk.

When choosing between alternative investments, staff should structure the portfolio based on an understanding of the variety of risks and basic principles of diversification on the structure of the portfolio. With adoption of this Investment Policy, the County recognizes the goals of preservation of principal, maintaining adequate liquidity and ultimately pursuing attractive total return in the portfolio management, in that order. Ongoing portfolio management is to add economic value to a portfolio under circumstances prevailing during the management process. This may necessitate the sale of securities at a loss in order to reduce portfolio risk (without material reduction in return) or to achieve a greater overall return (without assuming material amounts of additional risk) that could have been obtained if the original position had been held.

The Board recognizes the value of external, as well as internal, management. External management is best employed where greater knowledge and skills are required due to either the nature of the investment instruments, the risks associated with longer duration, or the need to closely monitor credit considerations. Internal management is best employed when risks are low, maturity considerations limited, and the ability for external management to enhance yield is limited by low overall interest rates.

## **I. SCOPE**

This Policy applies to all funds held by the County in excess of those required to meet current expenses.

## **II. GOALS**

The goal of the investment program, to the extent feasible, should be:

- A. To ensure that all of the public funds in possession of the County are invested 100% of the time in either interest-earning accounts or interest bearing securities;
- B. To produce investment income and price return (total return) at a level determined to be reasonable based on market dynamics or appropriate benchmarks.

## **III. INVESTMENT OBJECTIVES**

The primary objectives of all investment activities for the County should be safety of principal, maintenance of adequate liquidity, and finally, return maximization.

- A. Safety of Principal-This is the foremost investment objective. Investment transactions should seek to keep capital losses to a minimum, whether the result of security defaults or erosion of market value. This is best insured by establishing minimum acceptable credit ratings limiting the portfolio's overall duration setting maximum exposures by sector, defining appropriate levels of diversification and authorized transactions and limiting exceptions.
- B. Maintenance of Adequate Liquidity-A portion of the County's overall portfolio should be maintained very liquid in order to meet operating, payroll, and ongoing capital requirements. Maintaining a core level of assets with the government pools, such as the Treasury Special Purpose Investment Account (SPIA) or other short-term entities, is viewed as the best way of maintaining secure asset values with sound investment practices.

The remainder of the overall portfolio should be managed in such a manner that funds can be liquidated in a reasonable amount of time, recognizing that there are other sources for day-to-day liquidity and that this portfolio is primarily available for income generation within the constraints of this Policy.

- C. Return Maximization-Return is of least importance compared to the safety and liquidity objectives above. Return maximization is to be guided by the predefined and acceptable levels of risk as defined in this Policy.

#### **IV. STANDARDS OF PRUDENCE**

The "prudent person" standard shall be applied in the management of the overall investment portfolio. The Clerk and Finance Department employees performing the investment functions, acting as a "prudent person" in accordance with established procedures and this Policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that appropriate monitoring efforts are performed.

The "prudent person" standard is herewith understood to mean the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

#### **V. ETHICAL STANDARDS**

Officers, employees and investment advisor vendors of the Clerk's Office who are involved in the investment process shall refrain from personal business activity that could conflict with State Statutes, County ordinances, proper management of the investment portfolio or which could impair their ability to make impartial investment decisions. Investment officials and employees, including members of the Investment Oversight Committee, shall disclose any material financial interests in any investment firms, or financial institutions that conduct business with the County and shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the County.

Limits of Liability - The County shall provide for the defense and indemnification of any Committee member who is made a party to any suit or proceeding, other than by an action of the County, or against whom a claim is asserted, by reason of their actions taken within the scope of their service as an appointed member of this committee. Such indemnity shall extend to judgments, fines, and amounts paid in settlement of such claim suit, or proceeding, including any appeal thereof. This protection shall extend only to members who have acted in good faith and in a manner, which they reasonably believe to be in, or not opposed to, the best interest of the County.

#### **VI. AUTHORITY**

Responsibility for the investment program is vested with the Clerk of the Circuit Court. The Clerk hereby delegates the day-to-day responsibility for the administration of the investment program to the Finance Director. The Finance Director shall maintain an Investment Procedures and Internal Controls Manual based on this Policy. No person may engage in an investment transaction except as stated in the Internal Controls Section of this Policy.

The Clerk of the Circuit Court, as part of their responsibility, will establish procedures to implement this Policy and assure compliance.

## **VII. INVESTMENT OVERSIGHT COMMITTEE**

The Board is responsible for setting guidelines for the investment of the portfolio through the adoption of this Investment Policy. The Board recognizes that there is an expertise required both for setting the guidelines and the review of performance, which may exceed the technical background of individual commissioners and has, therefore, created the Investment Oversight Committee. This Committee is charged with the responsibility to review this Policy on a regular basis and to recommend changes. The Clerk will provide the Committee with reports in sufficient detail as may be requested by the Committee in order for them to review the performance of the portfolio. The Committee will establish portfolio benchmarks in order to judge the performance of the portfolio with respect to the market and other portfolios of similar size and limitations. The Committee will provide the Board a report as of the close of the fiscal year recapping the performance of the portfolio and any outside managers. The Board or the Committee may request additional meetings to discuss issues of concern or direction.

## **VIII. EXTERNAL INVESTMENT MANAGERS**

The County may utilize external investment managers to assist with management of the portfolio. External management may be employed in situations where, due to limitations in the areas of staff time or expertise or the volume of securities available to the portfolio, such outside resources would be in a better position to overcome such limitations. The securities purchased by the external manager on behalf of the County, or held by the fund in which the assets are invested, must be in compliance with the constraints identified by this Policy with respect to specific instruments, maturity, composition, credit, and diversification. The average duration of the funds managed by any one external manager on behalf of the County as part of the portfolio shall not exceed three years.

External managers are selected through a competitive selection process (an RFP). In making this selection, consideration will be given to past investment performance, fees, assets under management, experience of the firm and the individuals managing portfolios of similar size, complexity and investment restrictions. External managers will be evaluated and retained based upon their investment performance.

## **IX. SECURITY SELECTION PROCESS**

Securities selected for purchase or sale should seek to provide the highest rate of return within all relevant parameters considering current objectives, known needs of the portfolio and limitations of this Policy. Whenever practical, asset purchases and sales will be done through a competitive bid process, attempting to use as many as three bids for each transaction and records of all bids will be kept a minimum of two years. For the external manager, the process for selection of securities and broker firms will be exempt from this Policy.

Overnight Repurchase Agreements and other transactions with maturities at the time of purchase of seven days or less will be exempt from this requirement due to the short duration of the transaction and the inability to effectively bid this on a nightly basis.

## **X. RISK DIVERSIFICATION AND PORTFOLIO COMPOSITION**

The County recognizes that investment risks can result from issuer defaults, market price changes, changes in credit ratings, reinvestment of principal and interest, or various technical complications leading to temporary non-liquidity. Portfolio diversification and maturity limitations are employed as primary methods of controlling risk. Market value shall be the basis for determining portfolio percentages as required for the portfolio.

### **A. Issuer and Credit Risk**

The structure of the portfolio 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 IOC at any time holdings drop below the minimum credit ratings specified in this 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 County's risk against possible credit losses, a maximum of 3% of the total portfolio managed by the County'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.

For purposes of this Policy, the top nationally recognized credit rating agencies (NRSROs) for all credit-sensitive securities are Moody's Investor Services, Standard and Poor's, and Fitch Investor Services.

### **B. Maturity and Interest Rate Risk**

To meet the day-to-day operating needs of the County and to provide the readily-available cash to meet unforeseen temporary cash requirements, the portfolio shall maintain in liquid investments (defined as repurchase agreements purchased under the terms of the County's depository contract, open repurchase agreements, financials deposit instruments insured by the Federal Deposit Insurance Corporation, banker's acceptance, commercial paper, U S. Treasury direct and agency obligations, all having a maturity of 90 days or less, and the Treasury Special Purpose Investment Account) a minimum balance equal to one-twelfth of the then-current fiscal year's budgeted operating expenditures.

The range of duration for the County's overall portfolio is defined as 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.

### **C. Market Volatility**

By establishing maturity or duration limitations on the aggregate portfolio, the County acknowledges its understanding that longer investments generally entail a greater potential for income returns, but at the risk of increased price volatility.

To further provide for capital protection, a volatility range is established wherein the market value of the overall portfolio should be targeted to remain within a range of +/- 5% from the portfolio's par value. If the market value moves outside of this range, the Investment Oversight Committee shall be convened and consulted. A decision shall be made and the County Administrator will be advised of the magnitude of the deviation and the actions to move the portfolio back within the range.

#### **D. Investment Maturity and Liquidity**

To the extent possible, an attempt will be made to structure the investment portfolio consistent with expected cash flow requirements. While investment maturities will not exceed the expected cash flow requirements, they may be shorter. Investments do not necessarily have to be made for the same length of time that the funds are available following the basic investment principals that are listed in Section IX.

### **XI. INVESTMENT PERFORMANCE AND REPORTING**

A quarterly investment report shall be prepared by the Finance Office and provided to the County Administrator and the Investment Oversight Committee. The report shall include a breakdown of the portfolio by sector, maturity, yield, as well as its overall performance during that period with sufficient detail for a comprehensive review of investment activity and performance.

Annually, a recapitulation report will be presented to the Board of County Commissioners ("Board"), which shall include securities in the portfolio by sector, book value, income earned, market value and yield. Performance measurements shall be utilized which are appropriate to the maturity, risk characteristics, investment limitations and size of the portfolio. At a minimum, portfolio performance shall be measured by comparing its year-to-date earnings to an appropriate benchmark.

The County Administrator shall be notified immediately of deviations from currently approved investment policies.

### **XII. THIRD-PARTY CUSTODIAL AGREEMENTS**

The Clerk will execute a Third Party Custodial Safekeeping Agreement with a depository chartered by the United States Government or the State of Florida. All securities purchased, and/or collateral obtained by the Clerk, shall be properly designated as an asset of the County and held in an account separate and apart from other assets held by the depository. No withdrawal of such securities, in whole or in part, shall be made from safekeeping, except by authorized staff. The Clerk will enter into a formal agreement with an institution of such size and expertise as is necessary to provide the services needed to protect and secure the investment assets of the County.

Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

The Third-Party Custodial Safekeeping Agreement shall include letters of authority from the Clerk, details as to responsibilities of each party, notification of security purchases, sales, delivery, repurchase agreements, wire transfers, safekeeping and transactions costs, procedures in case of wire failure or other unforeseen mishaps, including the liability of each party.

### **XIII. MASTER REPURCHASE AGREEMENT**

The County will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the Master Repurchase Agreement.

### **XIV. PERMISSABLE INVESTMENTS**

The following are the guidelines for investments and limits on security issues, issuers, and maturities as established by the Clerk (EXHIBIT A). The Clerk or the Clerk's designee (Finance Director) shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Any changes to the portfolio composition guidelines or limits must be in writing from the Finance Director, directed to the appropriate parties and discussed at each quarterly Investment Oversight Committee meeting.

#### **Internal Investments**

- A. The Local Government Surplus Trust Fund (SBA) and Treasury Special Purpose Investment Account (SPIA).

Investment in each pool is limited to a maximum of 50% of the portfolio.

- B. The Florida Local Government Investment Trust (FLGIT) and the Florida Municipal Investment Trust (FMIvT). A maximum of 15% of the portfolio may be invested in FLGIT and in each of the FMIvT pools.

- C. Constant Net Asset Value Money Market Mutual Funds (U.S. Government Securities, Repurchase Agreements, Commercial Paper and Bankers' Acceptances)

- 1. Investments may be made in SEC qualified constant net asset value fixed income money market mutual funds rated AAAM or AAAG comprised of only those investment instruments as authorized in this Section XIV Portfolio Composition, provided that such funds do not allow derivatives.

- D. Financial Deposit Instruments

For funds that are initially deposited in a qualified public depository, the selected depository may arrange for depositing funds in financial deposit instruments insured by the Federal Deposit Insurance Corporation in one or more federally insured banks or savings and loan associations wherever located for the account of Leon County Board of County Commissioners.



1. A maximum of 30% of the portfolio may be invested in financial deposit instruments.
2. The maximum maturity on any certificate shall be no greater than two years from the time of purchase with the average maturity of all financial deposit instruments no greater than one year.

#### External Investments

##### E. Repurchase Agreements

1. Investments may be made in repurchase agreements comprised of only those investments as authorized in Sections XIV. H, I, and J, and based on the requirements set forth in the Clerk's Master Repurchase Agreement.
  - a. All firms with whom the Clerk enters into repurchase agreements will have in place and executed a Master Repurchase Agreement.
  - b. All repurchase agreements with a term longer than one business day will have the collateral held by a third party custodian.
  - c. The collateral held pursuant to a repurchase agreement shall have a maturity of less than five years and must have a mark-to-market value of 102 percent during the term of the repurchase agreement. A maximum of 15% of the external portfolio may be invested in repurchase agreements with the exception of one business day agreements and overnight sweep agreements.
2. A maximum of 5% of the external portfolio may be invested with any one institution or dealer with the exception of one business day agreements.
3. The maximum length to maturity of any repurchase agreement is 60 days from the date of purchase.

##### F. Bankers' Acceptances

1. Investments may be made in bankers' acceptances which are inventory based and issued by a bank, which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" and "A" by Moody's and "A-1" and "A" by Standard & Poor's.
2. A maximum of 15% of the external portfolio may be directly invested in bankers' acceptances at time of purchase.
3. A maximum of 5% of the external portfolio may be invested with any one issuer.
4. The original maturity of the security must be 270 days or less.

##### G. Commercial Paper

1. Investments may be made in commercial paper of any United States company, which is rated at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper).
2. A maximum of 20% of the external portfolio may be directly invested in prime commercial paper at time of purchase.
3. A maximum of 5% of the external portfolio may be invested with any one issuer.
4. The maximum length to maturity for prime commercial paper shall be 270 days.

**H. United States Government Securities**

1. Investments may be made in negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to, the following: Treasury and Cash Management Bills, State and Local Government Series (SLGS), Notes, Bonds Treasury Strips, and Treasury Inflation Protected Securities (TIPS).
2. The external portfolio can be composed of up to 100% of these investments.
3. The maximum final maturity of any direct investment in all the various forms of direct government guaranteed securities is 10 years, except for the underlying securities of repurchase agreements.

**I. United States Federal Agencies (full faith and credit of the U.S. Government)**

1. Investments may be made in bonds, debentures or notes issued or guaranteed by United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities are limited to the following: Small Business Administration, United States Department of Agriculture, United States Export-Import Bank, direct obligations or fully guaranteed certificates of beneficial ownership, Farms Home Administration, Federal Financing Bank, Federal Housing Administration Debentures, General Services Administration Participation Certificates, United States Maritime Administration Guaranteed, Title XI Financing, New Communities Debentures, United States Government guaranteed debentures, U. S. Public Housing Notes and Bonds, U.S. Government guaranteed public housing notes and bonds, U.S. Department of Housing and Urban Development Project notes and local authority bonds.
2. Agencies backed by the full faith and credit of the U.S. Government may comprise 100% of the external portfolio.
3. A maximum of 20% of the external portfolio may be invested in each of the above listed Federal Agencies.
4. A maximum final maturity for an investment in any United States Government agency security is five years.

**J. Federal Instrumentalities (United States Government Agencies which are non-full faith and credit)**

1. Investments may be made in bonds, debentures or notes issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following: Federal Farm Credit Bank (FFCB), Federal Home Loan Bank or its district banks (FHLB), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), including participation certificates and Tennessee Valley Authority (TVA).
2. A maximum of 45% of the external portfolio may be invested in Federal Instrumentalities.
3. A maximum of 15% of the external portfolio may be invested in any one issuer.
4. The maximum final maturity for an investment in any Federal Instrumentality is five years.

**K. Corporate Debt Securities**

1. Investments may be made in notes, medium term notes, discount notes and variable-rate securities issued by any corporation, provided that such instrument is rated A or better by at least two NRSROs, at time of purchase.
2. All corporate transactions must be payable in U.S. dollars.
3. A maximum of 25% of the external portfolio may be invested in corporate fixed income securities.
4. A maximum of 3% of the external portfolio may be invested with any one issuer.
5. The maximum length to maturity for an investment fixed income security is five years.

**L. Municipal Bonds**

1. Investments may be made in notes or bonds issued by governmental entities or territorial boundaries of the United States, provided that such instrument is rated A or better by at least one NRSRO.
2. A maximum of 35% of the external portfolio may be invested in municipal securities at time of purchase.
3. A maximum of 3% of the external portfolio may be invested with any one issuer.
4. The maximum length to maturity for any municipal security is five years.

**M. Mortgage-Backed Securities (MBS)**

1. A maximum of 35% of the external portfolio may be invested in MBS securities at time of purchase.
2. Only agency-collateralized (FNMA, FHLMC and GNMA) MBS, including collateralized mortgage obligations (CMOs) may be purchased.
3. The maximum external portfolio percentage for any one agency collateralized MBS/CMO pool is 5%.
4. Maximum expected average life at the time of purchase for any MBS security shall not exceed five years.

**N. Asset-Backed Securities (ABS)**

1. A maximum of 5 10% of the external portfolio may be invested in ABS securities at time of purchase. This allocation is limited to traditional consumer receivables, such as, automobile, equipment, utility, and credit card receivables.
2. Minimum credit rating for ABS securities must be at least AAA- by at least two NRSRO, at the time of purchase.
3. The maximum external portfolio percentage for any one ABS transaction is 1.5%.
4. No more than 3% of the external portfolio may be allocated to any one issuer of the ABS market.
5. Maximum expected average life at the time of purchase for any ABS security shall not exceed five years.

O. Commercial Mortgage-Backed Securities (CMBS)

1. A maximum of 8% of the external portfolio may be invested in CMBS securities, at time of purchase.
2. Only agency-collateralized CMBS may be purchased.
3. The maximum external portfolio percentage for any one agency collateralized CMBS pool is 3%.
4. Maximum expected average life at the time of purchase for any CMBS security shall not exceed five years.

**XV. ADDITIONAL PORTFOLIO LIMITATIONS**

- A. The maximum combined portfolio allocation to MBS, CMBS, and ABS securities is 45% at time of purchase.
- B. The maximum combined portfolio allocation to corporate debt and municipal securities is 45% at time of purchase.
- C. Portfolio securities may be purchased in either fixed or floating-rate form.

**XVI. PROHIBITED INVESTMENTS**

There shall be no investments in:

- A. Securities that are not both denominated in U.S. dollars and issued by U.S. domiciled institutions;
- B. Private placements debt issues;
- C. Commodities, futures or options contracts;
- D. Short sales or margin transactions;
- E. Limited partnerships;
- F. Interest Only (IO) and Principal Only (PO) Mortgages;
- G. Fixed income securities of the investment manager, including their parents or subsidiaries;
- H. Any form of fixed income securities, which would generally be considered derivatives, excluding CMOs.

**XVII. INTERNAL CONTROLS**

The Treasury Manager shall establish and monitor a set of written internal controls designed to protect the County's funds and ensure proper accounting and reporting of the securities transactions. Such internal controls shall include, but not be limited to, the following:

- A. All securities purchased or sold will be transferred only under the "deliver versus payment" (DVP) method to insure that funds or securities are not released until all criteria relating to the specific transaction are met.
- B. The Investment Officer or authorized Finance staff will accept, on behalf of and in the name of Leon County, bank trust receipts or confirmations as evidence of actual delivery of the obligations or securities in return for investment of funds.
- C. Trust receipts or confirmations shall fully describe the various obligations or securities held. The receipt or confirmation shall state that the investment is held in the name of Leon County.

- D. The actual obligations or securities, whether in book-entry or physical form, on which trust receipts or confirmations are issued, may be held by a third-party custodial bank and/or institution or a designated correspondent bank, which has a correspondent relationship to the Clerk's third-party custodian.
- E. Other internal controls such as:
  - 1. Written documentation of telephone transactions.
  - 2. Adequate separation of duties.
  - 3. Custodial safekeeping.
  - 4. Supervisory control of employee actions and operations review.
  - 5. Performance evaluations and reporting, interim and annual.
- F. All daily investment activity is performed by the Investment Officer under supervision of the Finance Director.
- G. Internal controls shall be reviewed by independent auditors engaged by the County as part of their financial audit.

#### **XVIII. INVESTMENT STRATEGIES**

Within the constraints of this Policy, the Clerk will be responsible for developing an investment strategy. This will be discussed with members of the Investment Oversight Committee and will address changes in the duration of the portfolio, the slope of the yield curve, spreads between various investment instruments, and actions by the Federal Reserve Board or other federal agencies, which might influence investment decisions.

The Clerk will solicit suggestions and comments from the Committee with respect to making strategic investment decisions. In implementing these strategies, the Clerk will communicate with the external manager as to how they are repositioning their portfolio and coordinate directions.

Generally, the dollars managed externally will be of longer duration and more sophisticated instruments; therefore, one of the tools the Clerk will use to implement their strategic decisions will be to increase or decrease the dollars being managed. The Clerk will seek to implement investment strategies that will maximize long-term returns and mitigate interest rate volatility. The resources and sophistication to actively manage the portfolio on a daily basis is not available and the portfolio will not be involved in regular short-term day trading activity. The portfolio will be repositioned within a narrow band in terms of both maturity and security selection and only in unusual times will major changes occur.

#### **XIX. CONTINUING EDUCATION**

The Clerk, Finance Director and other staff responsible for making investment decisions must annually complete eight hours of continuing education in subjects or courses of study related to investment practices and products.

#### **XX. POLICY REVIEW AND AMENDMENT**

This Policy shall be reviewed annually by the Investment Oversight Committee and any recommended changes will be presented to the Board of County Commissioners for adoption.

**Policy No. 02-12**  
**Leon County Investment Policy**

**LEON COUNTY INVESTMENT POLICY**  
**EXHIBIT A**

<b>IP Section</b>	<b>Authorized</b>	<b>Security Type</b>	<b>Portfolio Sector Maximum</b>	<b>Subsector Maximum</b>	<b>Per Issuer Maximum</b>	<b>Maximum Maturity/ WAL Limit</b>	<b>Quality Minimum</b>
XIV. A.	IM	Treasury Special Purpose Investment Account (SPIA) Local Government Surplus Funds Trust Fund	50% each pool	NA	NA	NA	NA
XIV. B.	IM	FL Local Government Investment Trust (FLGIT) or the FL Municipal Investment Trust (FMIVT)	15% each Pool	NA	NA	NA	NA
XIV. C.	IM	Constant Net Asset Value Money Market Mutual Funds	100%	NA	NA	NA	SEC-qualified, must hold investments allowed by this Policy
XIV. D.	IM	Financial Deposit Instruments insured by the FDIC	30%	NA	NA	2-Year Mat; 1 Year Avg Maturity	Public Dep. Act
XIV. E.	EM	Repurchase Agreements	15%, if longer than 1-Day	NA	5.0%	60-Days	Requires Master Repo Agreement
XIV. F.	EM	Bankers' Acceptances	15%	NA	5.0%	270-Days	A1/P1 by 2 NRSRO
XIV. G.	EM	Commercial Paper	20%	No ABCP	5.0%	270-Days	A1/P1 by 2 NRSRO
XIV. H.	EM	United States Government Securities	100%	NA	NA	10-Year Maturity	NA
XIV. I.	EM	United States Federal Agencies (full faith and credit)	100%	NA	20.0%	5-Year Maturity	NA
XIV. J.	EM	Federal Instrumentalities (Non-full full faith and credit)	45%	NA	15.0%	5-Year Maturity	NA
XIV. K.	EM	Corporate Debt Securities	25%	NA	3.0%	5-Year Maturity	A3/A- by 2 NRSRO
XIV. L.	EM	Municipal Bonds	35%	NA	3.0%	5-Year Maturity	A3/A- by 1 NRSRO
XIV. M.	EM	Mortgage-Backed Securities (MBS), including CMOs	35%	Agency-only	5.0%	5-Year WAL	Agency
XIV. N.	EM	Asset-Backed Securities (ABS)	10%	NA	3%	5-Year WAL	Aa3/ AAA by 2 NRSRO
XIV. O.	EM	Commercial Mortgage-Backed Securities (CMBS)	8%	Agency-only	3.0%	5-Year WAL	Agency

EM=External Managers-limits apply to external portfolio

IM=Internal Management-limits apply to combined internal and external portfolios.

OTHER

The maximum combined portfolio allocation to MBS, CMBS, and ABS securities is 50% at time of purchase.

The maximum combined portfolio allocation to corporate debt and municipal securities is 45% at time of purchase.

Portfolio securities may be purchased in either fixed or floating-rate form.

**Board of County Commissioners  
Leon County, Florida  
Policy No. 02-12  
Leon County Investment Policy**

*June 12, 2017*

Section by Section Review of changes to the existing policy:

**Preamble:** Updated Date Adopted, Effective Date, and moved October 11, 2011 to Policy Superseded. Added the date February 25, 2014, and added the following words, “hereby amended” and “in its place”.

**Introduction:** Deleted this section to streamline the policy since the information is already covered in Section II, V, VI, and XVI. The reference to the ordinance was relocated to the Policy heading. Two sections were deleted as no longer applicable: First paragraph: last sentence and 3<sup>rd</sup> paragraph sentences 3 and 4.

**Section I. Scope:** New policy adds reference to s.218.415 F.S. as follows: “was adopted using Florida Statutes Section 218.415 as a guideline”. Note: The statute provides language describing the purpose of having an investment policy that was contained in the existing policy introduction.

**Section II Goals:** Deleted this redundant information in this section which is covered in existing policy section III, Investment Objectives.

**Section III Investment Objectives:** This section is renumbered as Section II in the new policy, and replaced “a portion of the County’s overall portfolio with a liquidity requirement to maintain funds equivalent to two months of anticipated disbursements in relatively short term investments for unforeseen temporary cash requirements and revised description of government pools. Removed Section III B paragraph 2 which is covered in Sections II B, XV. A., and XVI of the new policy.

**Section IV Standards of Prudence:** Renamed and renumbered as Section III, Standards of Care.

**Section V Ethical Standards:** Moved to new Section III, Standards of Care. Note: the new Section III combines the prudent person rule with the professional standards required of officers, employees and external investment managers involved in the investment process.

**Section VI Authority:** Renumbered as Section IV in the new policy. The section is modified to reference Sections 28.33 and 218.415 Florida Statutes. Relocated mention of internal controls to Section VIII. Also, deleted the last sentence since this is redundant and covered in this section.

**Section VII Investment Oversight Committee:** This section is renumbered as Section V in the new policy. The third sentence is modified to replace the phrase “provide detailed reports as may be requested” to “will provide sufficiently detailed reports”.

**Section VIII External Investment Managers:** This section is renamed and renumbered as Section VI, Procurement of External Investment Advisors in the new policy. The new section has additional language to note that the Clerk oversees the external manager selection process, executes a contract with the selected firm, and specifies the membership of the RFP committee.

**Section IX Security Selection Process:** Deleted because securities are no longer purchased internally and does not apply to the external portfolio.

**Section X Risk Diversification and Portfolio Composition:** This section is renumbered as Section XIV in the new policy. Note: The first paragraph under X A was modified and moved to Section XIII. The second paragraph in X A is deleted because this is reported in Exhibit A. Section X C is deleted due to discontinuing internal portfolio security purchases. The first paragraph in Section X B and Section X D is deleted because this is covered in the new Section II B. The second paragraph of Section X B is moved to the new policy Section XIV.

**Section XI Investment Performance and Reporting:** This section is renumbered as Section XIII in the new policy. Note: Coverage changes in credit ratings from Section X A is modified and added to the new Section XIII to require the external investment manager to provide a written plan to address concern should a security held in the portfolio receive a downgrade to below an “A” rating by one or more of the three national rating agencies.

**Section XII Third Party Custodial Agreements:** This section is renumbered as Section VII.

**Section XIII Master Repurchase Agreement:** This section is renumbered as Section XII.

**Section XIV Permissible Investments:** Retitled and Renumbered as Section XV Authorized Investments. Note: Deleted all language from Section XIV that is included in Exhibit A. Relocated Clerk duties in first paragraph of Section XIV to Section XVI of the new policy.

**Section XV Additional Portfolio Limitations:** Renumbered as Section XVI and retitled as Summary of Key Limitations on Authorized Investments.

**Section XVI Prohibited Investments:** Deleted all but Section XVI A which was moved to Section XVI Summary of Key Limitations on Authorized Investments. Note: the new policy provides for limitations on investments in Section XV Authorized Investments and in Exhibit A. In addition, the new policy, Section XVI, provides guidelines for investment allocations, the ability to increase or decrease allocation percentages based on market conditions, a requirement that all



securities are dollar denominated and a prohibition on investing in any securities rated BBB or lower by one or more of the national rating agencies.

**Section XVII Internal Controls:** This section modified and moved to Section VIII Internal Controls in the new policy. Note: in the new policy, Section VIII, the section sets out the authority for review of the system of internal control.

**Section XVIII Investment Strategies:** Deleted because the internal and external investing has been separated and operate independently. Note: Investment strategies are implemented by staff for the internally managed portfolio and by the external investment advisor for the externally managed portfolio. Strategy, results and comparisons to benchmarks are reviewed quarterly by the Investment Oversight Committee.

**Section XIX Continuing Education:** This section is renumbered as Section IX in the new policy.

**Section XX Policy Review and Amendment:** This section is renumbered as Section X in the new policy.

**Note:** the new policy contains a new Section XI Audits. This section states: Certified public accountants conducting audits of units of local government pursuant to Section 218.39 Florida Statutes, shall report, as part of the audit, whether or not the local government has complied with Section 218.415, Florida Statutes.

**Exhibit A:** Notes: The schedule of investments is reordered in accordance with changes in the new policy. The term WAL – Weighted Average Life is added to the footnotes at the bottom of the exhibit.

The limit for the State Treasury Special Purpose Investment Account was increased from 50% to 100%. As long as there is an externally managed portfolio, SPIA will not be 100% of all County Investments. During periods of low cash balances, SPIA could rise to 75% of the combined portfolio. Portfolio Balances ranged from \$143 million to \$201 million from September 2016 to current date. However, there is a limit set by the State of Florida which will preclude SPIA from reaching 100% of the county investments unless surplus cash balances are significantly drawn down over time. The limit set by the State is \$106,100,000. Accordingly, the 100% provides efficiency and flexibility. The County can invest in SPIA without preparing a consolidated report each time to measure the allocation. In addition, the County can use SPIA in the event there is a gap in external management contracts at a time when surplus cash may be significantly reduced to the limit of \$106,100,000.

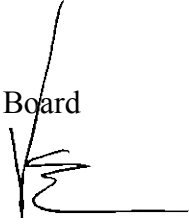
**Leon County  
Board of County Commissioners  
Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Agenda Item #13

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Emergency Management Preparedness and Assistance Trust Fund Base Grant for FY-2017-2018

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Mathieu Cavell, Assistant to the County Administrator Scott Ross, Director of the Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Kevin Peters, Director, Division of Emergency Management Tim Barden, Budget Manager, Office of Management & Budget

### **Statement of Issue:**

This agenda item seeks Board acceptance of the Emergency Management Preparedness and Assistance (EMPA) Trust Fund Base Grant.

### **Fiscal Impact:**

This item has a fiscal impact. The State of Florida, Division of Emergency Management has allocated \$105,806 for the Emergency Management Preparedness and Assistance Trust Fund Base Grant to Leon County for Fiscal Year 2017-18. There is a 100% County match funding required for this grant. The grant and match funding are contemplated in the FY 2018 budget.

### **Staff Recommendation:**

Option # 1: Accept the Emergency Preparedness and Assistance Trust Fund Base Grant in the amount of \$105,806 and authorize the County Administrator to execute the grant agreement (Attachment #1).

## **Report and Discussion**

### **Background:**

During the 1993 Legislative Session, the Florida Legislature amended Florida Statutes Chapter 252, the "State Emergency Management Act." As part of this revision, the legislature created the Emergency Management Preparedness and Assistance Trust Fund. Sixty percent (60%) of this trust fund is allocated annually to implement and administer State and County Emergency Management programs. These funds will be accepted on a quarterly reimbursement basis. Leon County has received funding from this Trust Fund since April 1993.

The State of Florida, Division of Emergency Management has allocated \$105,806 to Leon County as a Base Grant for Emergency Management for Fiscal Year 2017-18. A 100% County match is required as a condition of this grant. The match funding is based on either the average of the previous three years of the County grant allocation or the amount allocated for the last fiscal year (FY 2016-17), whichever is lower. The requirement for matching funds has been budgeted in the FY 2017-18 Tentative Budget.

### **Analysis:**

The Emergency Management Preparedness and Assistance (EMPA) Trust Fund Base Grant Agreement is designed to assist the County in facilitating the administration of the County's Emergency Management function. A few requirements of the grant include the following:

- Employment of a full-time County Emergency Management Director
- Completion of continuing education in preparedness, response, recovery, mitigation, and finance/procurement activities by the County Emergency Management Director
- Participation in the Florida Division of Emergency Management's Current Issues in Emergency Management seminar
- Update points of contacts for activation of the Statewide Mutual Aid Agreement
- Maintain a database of critical facilities
- Provide updates for the statewide hurricane shelter space deficit strategy
- Maintain the county disaster logistics strategy

These tasks are supportive of the requirements for a County Emergency Management Agency found in Chapter 252, Florida Statutes.

Title: Emergency Management Preparedness and Assistance Trust Fund Base Grant for FY-2017-2018

July 11, 2017

Page 3

---

**Options:**

1. Accept the Emergency Preparedness and Assistance Trust Fund Base Grant in the amount of \$105,806 and authorize the County Administrator to execute the grant agreement (Attachment #1).
2. Do not accept the Emergency Preparedness and Assistance Trust Fund Base Grant.
3. Board direction.

**Recommendation:**

Option # 1

**Attachment:**

1. Emergency Management Preparedness and Assistance Trust Fund Base Grant Agreement

Contract Number: 18-BG-XX  
Catalog of State Financial Assistance (CSFA) #: 31.063

**STATE-FUNDED GRANT AGREEMENT  
BASE GRANT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Leon County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING

**REPRESENTATIONS:**

- The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

**1. LAWS, RULES, REGULATIONS AND POLICIES**

- A. This Agreement involves "state financial assistance," as that term is defined in section 215.97(2)(r), Florida Statutes.
- B. This Agreement involves a "Base Grant", defined by Rule 27P-19.002(1), Florida Administrative Code, as "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."
- C. As defined by Rule 27P-19.002, Florida Administrative Code, the term "Division" means "the Division of Emergency Management, Executive Office of the Governor."
- D. Under this Agreement, the Division serves as the "State awarding agency" as that term is defined by section 215.97(2)(q), Florida Statutes.
- E. Under this Agreement, the term "Recipient", as defined by section 215.97(2)(o), Florida Statutes, means a "nonstate entity that receives state financial assistance directly from a state awarding agency." As defined by Rule 27P-19.002(12), Florida Administrative Code, the term "Recipient" also means "an Applicant that is offered and accepts an award from the Division."
- F. The Recipient is a "County Emergency Management Agency," as that term is defined by Rule 27P-19.002(3), Florida Administrative Code.
- G. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with "information needed by the recipient to comply with the requirements of" the Florida Single Audit Act.
- H. As required by section 215.97(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

I. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment F. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

## 2. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- (1) Monitor and document Recipient performance; and,
- (2) Review and document all deliverables for which the Recipient requests payment.

B. The Division's Grant Manager for this Agreement is:

**Owen Roach**

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

Telephone: (850) 815-4344

Email: [owen.roach@dm.myflorida.com](mailto:owen.roach@dm.myflorida.com)

C. The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

3. TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

4. EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

5. MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

6. SCOPE OF WORK

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

7. PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2017** and shall end on **June 30, 2018**, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

A. This is a cost-reimbursement Agreement, subject to the availability of funds. In accordance with Rule 27P-19.010(4), Florida Administrative Code, the Division shall reimburse the Recipient on a quarterly basis.

B. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

C. Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars..." Therefore, 2 CFR Part 200, Subpart E—Cost Principles shall apply to this Agreement.



D. As required by Rule 27P-19.010(8), Florida Administrative Code, "The Recipient shall establish a separate account in an interest bearing account for tracking all deposits, expenditures and interest pertaining to [this] award."

E. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Program Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,056,000.00**.

F. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

- (1) The required minimum acceptable level of service to be performed; and,
- (2) The criteria for evaluating the successful completion of each deliverable.

G. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

H. For the purposes of this Agreement, the term "improper payment" means or includes:

- (1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- (2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

I. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

#### **9. RECORDS**

A. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Chief Inspector General of the State of Florida, the Division, the Department of Financial Services, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the

purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

C. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

E. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including

documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

#### 10. AUDITS

A. As required by Rule 27P-19.010(5), Florida Administrative Code, "All recipients of trust funds shall cause a financial audit to be performed in accordance with [the Florida Single Audit Act, section 215.97, Florida Statutes]. A report of the audit will be forwarded to the Division within 60 days of its completion."

B. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by Rule 10.554(1)(g) of the Rules of the Auditor General, GAAP are "those accounting principles generally accepted in the United States of America, as defined by the GASB *Codification of Governmental Accounting and Financial Reporting Standards*, Section 1000 *The Hierarchy of Generally Accepted Accounting Principles*." As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by Rule 10.554(1)(h) of the Rules of the Auditor General, GAGAS are "those audit standards set forth in the publication *Government Auditing Standards* issued by the Comptroller General of the United States." As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

D. As defined by section 215.97(2)(a), Florida Statutes, the term "audit threshold" means "the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with" the Florida Single Audit Act. The current audit threshold is \$750,000.

E. As required by sections 215.97(2)(a) and 215.97(8)(a), Florida Statutes, "[e]ach nonstate entity that expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with" the requirements of the Florida Single Audit Act and in accordance with "additional requirements established in rules of the Department of Financial Services and rules of the Auditor General." In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.



F. In accordance with section 215.97(8)(f), Florida Statutes, the Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

G. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, then the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

H. If the Recipient expends less than \$750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

I. As required by section 215.97(5)(d), Florida Statutes, the Recipient shall provide the Division with "one copy of each financial reporting package prepared in accordance with" the requirements of the Florida Single Audit Act.

J. As defined by section 215.97(2)(e), Florida Statutes, the term "financial reporting package" means the Recipient's "financial statements, Schedule of Expenditures of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on followup of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes" of the Florida Single Audit Act.

K. In addition to the information listed in paragraph 10I above, the financial reporting package shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

L. Copies of financial reporting packages required by the Florida Single Audit Act shall be submitted by or on behalf of the Recipient directly to each of the following:

- (1) The Division of Emergency Management at the following addresses:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

OR

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

(2) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

M. Additional information on the Florida Single Audit Act may be found at the following website: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

#### 11. REPORTS

A. As stated in Rule 27P-19.010(4), Florida Administrative Code, "Each Recipient may receive trust funds from the Division on a quarterly basis, based on the submittal of reports. Said reports shall be provided using the forms included in the grant agreement, as supplemented by any particular information requested in writing by the Division prior to the due date of the report."

B. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

C. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

D. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

E. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in paragraph 15 REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

F. The Recipient shall provide additional program updates or information that may be required by the Division.

G. The Recipient shall provide additional reports and information identified in Attachment E.

#### 12. MONITORING

A. Rule 27P-19.010(9), Florida Administrative Code, expressly states: "The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday."

B. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to

ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

C. In addition to reviews of audits conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

### 13. LIABILITY

A. Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

### 14. DEFAULT

A. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in paragraph 15.

B. If any of the following occur, then the Division may make payments or partial payments without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(1) Any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any



previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(2) Material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(3) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(4) The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

#### 15. REMEDIES

A. If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph 2 above;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend payment of all or any part of a request for payment;

(4) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(5) Exercise any corrective or remedial actions, to include but not be limited to:

(a) Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

(e) Exercise any other rights or remedies which may be available under law.

B. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity.

C. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

**16. TERMINATION.**

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

B. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

D. In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

**17. PROCUREMENT**

A. As required by Rule 27P-19.010(7), Florida Administrative Code, the Recipient "shall comply with all applicable procurement rules and regulations in securing goods and services..."

B. The Recipient shall maintain records sufficient to detail the history of any procurement. These records will include, but are not necessarily limited to the following:

- (1) Rationale for the method of procurement;
- (2) Selection of contract type;
- (3) Contractor selection or rejection; and,
- (4) The basis for the contract price.

C. The Recipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.



D. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within three (3) business days. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- (1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,
- (2) Refuse to reimburse the Recipient for any costs associated with that solicitation.

E. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within three (3) business days. The Division will review the unexecuted contract for compliance with all applicable procurement standards. The Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- (1) Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- (2) Refuse to reimburse the Recipient for any costs associated with that subcontract.

F. The Recipient agrees to include in any subcontract the following:

- (1) The subcontractor is bound by the terms of this Agreement;

(2) The subcontractor is bound by all applicable state and federal laws and regulations; and,

(3) The subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

H. The Recipient shall conduct any procurement under this agreement in a manner providing full and open competition. Accordingly, the Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated companies;

(4) Execute noncompetitive contracts to consultants that are on retainer contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

(8) Engage in any arbitrary action during the procurement process; or,

(9) Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

I. The Recipient shall not use a geographic preference when procuring commodities or services under this Agreement.

J. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with section 287.057(1)(a), Florida Statutes.

K. The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with section 287.057(1)(b), Florida Statutes.

L. For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

18. ATTACHMENTS

- A. All attachments to this Agreement are incorporated as if set out fully.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- C. This Agreement has the following attachments:
  - (1) Exhibit 1 - Funding Sources
  - (2) Attachment A – Proposed Program Budget and Budget Detail Worksheet
  - (3) Attachment B – Allowable Costs and Eligible Activities
  - (4) Attachment C – Scope of Work
  - (5) Attachment D – Quarterly Reports
  - (6) Attachment E – Statewide Mutual Aid
  - (7) Attachment F – Geospatial Information System (GIS)
  - (8) Attachment G – Hurricane Shelter Retrofit
  - (9) Attachment H – Logistics
  - (10) Attachment I – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - (11) Attachment J – Mandatory Contract Provisions
  - (12) Attachment K – Justification for Advance Payment

19. PAYMENTS

- A. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment K. Attachment K will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- B. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph 6 of this Agreement.
- C. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to

make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

All payments relating to the Agreement shall be mailed to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

## 20. REPAYMENTS

A. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

## 21. MANDATED CONDITIONS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

C. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

D. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

E. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

F. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

(3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 21F(2) of this certification; and

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

G. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

H. In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

I. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

J. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

K. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

L. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall 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 provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

M. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

## **22. LOBBYING PROHIBITION**

A. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

B. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

## **23. COPYRIGHT, PATENT AND TRADEMARK**

**A. EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

B. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

C. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in

connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

D. Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

E. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

#### **24. LEGAL AUTHORIZATION**

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Leon County**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

FID# \_\_\_\_\_

DUNS# \_\_\_\_\_

Include a copy of the designation of authority for the signatory, if applicable.

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: **Michael Kennett, Deputy Director**

Date: \_\_\_\_\_



# **ATTACHMENT A PROPOSED PROGRAM BUDGET AND BUDGET DETAIL WORKSHEET**

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment C).

The "Proposed Program Budget" and the "Budget Detail Worksheet" serve as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment C).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget" and the "Budget Detail Worksheet" listed below. If the Recipient fails to complete either the "Proposed Program Budget" or the "Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget" as well as the information listed in the "Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget" or the "Budget Detail Worksheet", then the Recipient's next quarterly report must include an updated "Proposed Program Budget" and/or "Budget Detail Worksheet."

Additionally, if the Recipient submits a request for reimbursement to the Division, then the "Proposed Program Budget" as well as the information listed in the "Budget Detail Worksheet" must match the information contained in the request for reimbursement.

Grant	Recipient Agency	Category	Amount Allocated
FY 2017-2018 Emergency Management Preparedness and Assistance Grant	_____ COUNTY	Planning Expenditures	
		Operational Expenditures	
		Exercise Expenditures	
		Training Expenditures	
		Equipment Expenditures	
Total Award		\$105,806.00	

FY 2017 BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Management/Operation Plan			
Communications Plans			
Continuity/Administrative Plans			
Whole Community Engagement/Planning			
Resource Management Planning			
Evacuation Planning			
Recovery Planning			
Credentialing and Validation			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs			
TOTAL PLANNING EXPENDITURES			\$
Allowable Operational Costs	Quantity	Unit Cost	Total Cost
Hiring of full or part-time staff or contractors/consultants (temporary employees, student or graduate assistant fellowships, part time academic employment, consultants and other services)			
Overtime and backfill costs			
Utility (electric, water and sewage)			
Telephone Bills (landlines, cellular and satellite)			
Internet Services			
Maintenance agreements for equipment or series			
Supplies			
Software and Upgrades			
Computers, printers, copiers and fax machines			
Radios			
Satellite telephones			
Storage and shelving for storage			
Other emergency response communication			

Furniture			
Postage			
Apparel for identification			
Fuel			
Memberships and Conference			
Travel			
Vehicle(s)			
Publications			
<b>TOTAL OPERATIONAL EXPENDITURES</b>			<b>\$</b>
<b>Allowable Exercise Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - (Full or part-time staff may be hired to support exercise -related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable.)			
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in approved exercises.			
Implementation of Homeland Security Exercise and Evaluation Program			
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates.			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
<b>TOTAL EXERCISE EXPENDITURES</b>			<b>\$</b>



Allowable Training Costs	Quantity	Unit Cost	Total Cost
Develop, Deliver and Evaluate Training			
Overtime and backfill for emergency preparedness and response personnel attending sponsored and approved training classes			
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in approved training			
Training Workshops and Conferences			
Full or Part-Time Staff or Contractors/Consultants			
Certification/Recertification of Instructors			
Travel			
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment)			
Instructor certification/re-certification			
Coordination with Citizen Corps Councils in conducting training.			
<b>TOTAL TRAINING EXPENDITURES</b>			<b>\$</b>
<b>Eligible Equipment Acquisition Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			

Physical Security Enhancement Equipment			
CBRNE Logistical Support Equipment			
Other authorized equipment costs			
<b>TOTAL EQUIPMENT EXPENDITURES</b>			<b>\$</b>
<b>TOTAL EXPENDITURES</b>			<b>\$</b>

## **ATTACHMENT B ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES**

### **2 CFR Part 200:**

Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars..." Therefore, 2 CFR Part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards") shall apply to this Agreement.

### **Expenses:**

In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully complete a task, then the Division shall not provide any reimbursement for that expense.

**NOTE:** This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient;
- Operates within a unique geography;
- Faces unique threats and hazards; and,
- Serves a unique population.

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

### **Performance:**

In order to qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

### **Equipment:**

Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant ("EMPG") Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division shall not provide any reimbursement for that purchase.

Of note, AEL 21GN-00-OCEQ (Equipment and Supplies, Information/Emergency Operations/Fusion Centers) provides authorization for the purchase of equipment and supplies that are necessary to establish and maintain an Emergency Operations Center.

Allowable equipment includes equipment from the following AEL categories:



- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients shall analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances.

For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

If the recipient seeks reimbursement for equipment activities, then the following shall be submitted:

- All invoices;
- The AEL # for each purchase;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement and payment to credit card company for that statement); and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

**Training and Exercises Generally:**

The Multiyear Training and Exercise Plan ("MYTEP") serves as a roadmap by which an organization establishes the priorities necessary to develop and maintain the capabilities required to facilitate effective response to all hazards faced by that organization. A successful MYTEP:

- Identifies an organization's top priorities for improving its preparedness and response capabilities; and,
- Defines the cycle of training and exercise activities that shall provide the most benefit in the development, refinement and maintenance of those capabilities.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided the Division has approved the Recipient's MYTEP, any training or exercise on the Recipient's MYTEP satisfies the minimum level of service for this Agreement. If the training or exercise qualifies as reasonable and necessary, and if the training or exercise is included on the Recipient's Division-approved MYTEP, then the Recipient does not need to obtain permission from the Division prior to conducting, participating in, or attending that training or exercise.

If the Recipient seeks to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP, then the Recipient must receive permission from the Division prior to conducting, participating in, or attending that training or exercise. If the Recipient conducts, participates in, or attends a training or exercise that is not listed on the Recipient's Division-approved MYTEP without receiving permission from the Division beforehand, then the Division shall not provide any reimbursement for that training or exercise.

Any request to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP shall include an updated MYTEP that specifically includes the requested

training or exercise. If the request to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP does not include an updated MYTEP, then the Division shall deny the request.

**Training:**

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting an authorized course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course."
- For courses that are non-DHS approved training, the Recipient must request approval to conduct training using the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, the Recipient must provide a copy of the course materials and sign-in sheets.

Further guidance concerning the TEP and the TEPW can be found at <http://www.fema.gov/exercise>. Training shall foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, shall be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state.



- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses involving the training of trainers.

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division shall reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

If the recipient seeks reimbursement for training activities, then the following shall be submitted:

- Approval of emergency management training that has been identified on the current Multi-Year Exercise Plan (MYTEP);
- Sign-in sheets, rosters and an agenda;
- Documentation from recipient's financial system showing attendees were paid;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for any expenditures in support of the training (e.g. printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to training activities; and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

#### **Exercises:**

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).



- **Implementation of HSEEP.** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

**Unauthorized exercise-related costs include:**

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report, Sign-In sheets, Agenda, Rosters;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to exercise activities; and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient shall upload to the Division's SharePoint portal at: <https://portal.floridadisaster.org> an After Action Report (AAR) that includes the following:

- An Improvement Plan; and,
- A roster of participants.

**Conferences:**

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

[T]he coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

This Agreement requires the Recipient to attend Current Issues in Emergency Management ("CIEM"), a meeting hosted by the Division.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states " No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules."

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, the following conferences qualify for reimbursement under this Agreement:

- Florida Emergency Preparedness Association Annual Meeting;
- Florida Emergency Preparedness Association Mid-Year Work Session;
- National Hurricane Conference;
- Governor's Hurricane Conference;
- Florida Hazardous Materials Symposium;
- FDEM Private Sector Summit; and,
- Rural County Summit hosted by Gadsden County Sheriff's Office.

The above list is not exhaustive.

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state."). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.



**Class A, Class B, and Class C Travel:**

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

**Meal Allowance and Per Diem:**

Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

- \$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
- \$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
- \$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

- The authorized per diem for each day of travel; or,
- If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

**Reimbursement for Meal Allowances That Exceed the State Rates:**

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of section 119.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see <https://www.gsa.gov/portal/content/104877>).

**Hotel Accommodations:**

A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$150 per night.

**Travel Reimbursement Forms:**

Unless the Recipient has received prior approval from the Florida Department of Financial Services ("DFS"), the Recipient shall use the travel forms incorporated by reference in Rule 69I-42.003, Florida Administrative Code. Those forms include:

- The Authorization to Incur Travel Expense, Form DFS-AA-13;

- The Application for Advance on Travel Expenses, Form DFS-AA-25; and,
- The Voucher for Reimbursement of Travel Expenses, Form DFS-AA-15.

If the Recipient has not received permission from DFS to use an alternate form, and if the Recipient submits a request for reimbursement without including the applicable DFS forms listed above, then the Division shall not provide any reimbursement for that travel.

**Planning:**

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans shall have prior review and approval from the respective DEM program area. Funds may not be reimbursed for any plans that are not approved.

Program funds may be used to develop or enhance emergency management planning activities. Some examples include:

- Emergency Management/Operation Plans;
- Communications Plans;
- Continuity/Administrative Plans;
- Whole Community Engagement/Planning;
- Resource Management Planning;
- Evacuation planning;
- Recovery Planning; and,
- Credentialing and Validation.

If the Recipient seeks reimbursement for planning activities, then the following shall be submitted:

- Copies of contracts, Memorandum of Understandings or agreements with consultants or sub-contractors providing services;
- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants and proof employee was paid;
- Time and attendance forms for full or part-time staff or contractors/consultants who participated in the planning;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and signup sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement and payment to credit card company for that statement);
- Complete Debarment form for any contractors/consultants;
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities; and,
- If billing for overtime and/or backfill, provide documentation that list attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee.

**Operational:**

EMPA Program funds may be used for all emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPA program funds.



The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061:

- (1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director. However, as a minimum, such a county must have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.
- (2) The county must have an emergency management program that has been approved by the Division of Emergency Management. Program approval shall require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget.

Eligible "Operational" items include, but are not limited to:

- Salary and Benefits
- Expenses
- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Memberships and Conference Travel as it relates to the Scope of Work
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
  - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
  - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes shall also be supplied when requesting pre-approval. These requests shall be sent to the grant manager for the Division for review.

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants and proof employee was paid.
- Time and attendance form for full or part-time staff or contractors/consultants.

- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for any expenditures in support of operational costs.
- An agenda for any attending meeting/conference.
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to operational activities.



## **ATTACHMENT C SCOPE OF WORK**

### **BACKGROUND:**

#### **Emergency Management, Preparedness, and Assistance ("EMPA")**

In 1993, in the aftermath of Hurricane Andrew, the Florida Legislature passed C.S.S.B. No. 1858, entitled "Disaster and Emergency Preparedness – Trust Fund." In addition to modifying other statutory sections, the legislation created sections 252.371 through 252.373, Florida Statutes.

Section 252.371, Florida Statutes, establishes the Emergency Management, Preparedness, and Assistance ("EMPA") Trust Fund, which the Division administers. Section 252.372, Florida Statutes, imposes:

- An annual \$2 surcharge on "every homeowner's, mobile home owner's, tenant homeowner's, and condominium unit owner's policy"; and,
- An annual \$4 surcharge on "every commercial fire, commercial multiple peril, and business owner's property insurance policy."

In accordance with Section 252.372, Florida Statutes, all proceeds from the surcharges "shall be deposited in the [EMPA] Trust Fund..." Section 252.373, Florida Statutes, provides for the allocation of monies from the EMPA Trust Fund, authorizes the Division to promulgate rules, and establishes minimum requirements.

#### **Emergency Management an Innate Responsibility**

Section 252.38, Florida Statutes, states: "Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state."

#### **Definitions**

- **Emergency**

Section 252.34(4), Florida Statutes, defines the term "emergency" as "any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property."

- **Emergency Management**

Section 252.34(5), Florida Statutes, defines the term "emergency management" as "the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters."

- **County Emergency Management Agency**

Rule 27P-19.002(3), Florida Administrative Code, defines the term "County Emergency Management Agency" as "one of the sixty-seven (67) emergency management agencies authorized, established and maintained by each county pursuant to Section 252.38, [Florida Statutes]."

- **Base Grant**

Rule 27P-19.002(1), Florida Administrative Code, defines the term "base grant" as "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."

#### **Base Grant Funds**

Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

In accordance with Rule 27P-19.005(1), Florida Administrative Code, the Division awards base grant funds to each county "for the use and benefit of the County Emergency Management Agency."

In accordance with Rule 27P-19.005(2), Florida Administrative Code, the recipient may use base grant funds for any of the following categories:

- Management and Administration;
- Training (Planning, Training, and Exercises, or "PT&E"); and
- Operations:
  - Salaries of emergency management staff;
  - Equipment included on the Department of Homeland Security Authorized Equipment List ("AEL") for the Emergency Management Performance Grants (EMPG);
  - Fuel and maintenance for dedicated emergency management equipment;
  - Office supplies for a County Emergency Management Agency; and,
  - Operational costs for a County Emergency Operations Center.

**Supplanting Prohibited**

Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding...."

**Annual Certification**

Rule 27P-19.004(1), Florida Administrative Code, requires that, in order to receive EMPA funding, "each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with subsections 27P-19.005(4) and (5), F.A.C."

## **TASKS & DELIVERABLES:**

### **Task One: All-Hazards County Emergency Management Agency**

Throughout the period of this Agreement, the Recipient shall administer an all-hazard, county emergency management agency that includes preparedness, mitigation, response, and recovery components and capabilities.

Pursuant to Section 252.38(1)(c), F.S., the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

### **Task One Deliverables:**

In order to demonstrate successful completion of Task 1, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification: "As required by Rule 27P-19.004(1), Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies its commitment to continuously employ and maintain a full-time County Emergency Management Agency Director or a part-time County Emergency Management Agency Coordinator consistent with subsections 27P-19.005(4) and (5), Florida Administrative Code.";
- For quarters 1, 2, 3, and 4, the quarterly report outlined in Attachment D;
- For quarters 1, 2, 3, and 4, the Recipient must identify which employees of the Recipient are responsible for the following areas as they pertain to Emergency Management (this can include any employee of the County, not just an employee of the County Emergency Management Agency):
  - Preparedness;
  - Response;
  - Recovery;
  - Mitigation; and,
  - Finance (to include procurement).
- For quarters 1, 2, 3, and 4, timesheets or paystubs for a full-time County Emergency Management Director or a part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C.; and,
- For quarter 2, all employees of the County Emergency Management Agency, and any employee identified in subparagraph 3 above, shall upload into the Division's SERT TRAC the course completion certificates for any FEMA course ("G", "IS", or other FEMA course) and any Division course ("FL" or other Division course) that pertains to the following areas:

- Preparedness;
- Response;
- Recovery;
- Mitigation; and,
- Finance (to include procurement).

For Task 1, the person who executes the certification must possess the legal authority to bind the Recipient.

In lieu of submitting physical copies of course completion certificates via mail, the Recipient may upload those documents to the Division's SharePoint portal at: <https://portal.floridadisaster.org>. If the Recipient chooses to upload course completion certificates to SharePoint, then the Recipient shall annotate that fact on its quarterly report. As long as the information uploaded to SharePoint is current, the Recipient does not need to upload course completion certificates more than once.

---

**Task Two - 24-7 Emergency Operations Response Capabilities**

---

Throughout the period of this Agreement, the Recipient shall maintain the capability to respond to all hazards, 24 hours a day, 7 days a week.

---

**Task Two Deliverables:**

---

In order to demonstrate successful completion of Task 2, the Recipient shall submit to the Division the following:

- For quarters 1, 2, 3, and 4, proof that, at least 10 times each quarter, the Recipient has successfully participated in the Division's weekly communication tests;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Statewide Mutual Aid requirements contained in Attachment E;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Geospatial Information Systems (GIS) requirements contained in Attachment F;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Hurricane Shelter Retrofit requirements contained in Attachment G; and,
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Logistics requirements contained in Attachment H.



---

**Task Three - Local Budget Match**

---

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match base grant funds "at the amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower."

**NOTE:** Rule 27P-19.011(1), Florida Administrative Code, states: "County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the level of county funding of the County Emergency Management Agency."

---

**Task Three Deliverables:**

---

In order to demonstrate successful completion of Task 3, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification executed by the Recipient: "As required by Rule 27P-19.011, Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies compliance with all of the requirements contained in Chapter 27P-19, Florida Administrative Code.";
- For quarters 1, 2, 3, and 4, a current and accurate Local Budget Match Requirement Form (Form 3); and,
- For quarters 1, 2, 3, and 4, a current and accurate County Emergency Management Local Budget (General Revenue).

For Task 3, the person who executes the certification must possess the legal authority to bind the Recipient.

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if "exceptional financial circumstances" exist, then the Recipient may request from the Division a match reduction:

If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County

Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.

In lieu of submitting physical copies of the Local Budget Match Requirement Form and the County Emergency Management Local Budget via mail, the Recipient may upload those documents to the Division's SharePoint portal at: <https://portal.floridadisaster.org>. If the Recipient chooses to upload those documents to SharePoint, then the Recipient shall annotate that fact on its quarterly report. As long as the information uploaded to SharePoint is current and accurate, the Recipient does not need to upload those documents more than once.



---

**Task Four – Current Issue in Emergency Management (CIEM)**

---

During the quarter that the meeting is held, the full-time County Emergency Management Director or the part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C., shall attend the Current Issues in Emergency Management ("CIEM") meeting hosted by the Division.

---

**Task Four Deliverables:**

---

In order to demonstrate successful completion of Task 4, the recipient shall submit to the Division the following:

- Certificate of attendance; and,
- If requesting grant reimbursement, a completed DFS state travel form.

**REIMBURSEMENT CONDITIONS:**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented costs incurred during the successful completion of the task(s) required by this Agreement. However, the following limitations shall apply:

- In any quarter, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement; and,
- The cumulative amount of reimbursement for quarters 1, 2, and 3 shall not exceed 85% of the overall amount authorized by this Agreement.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular quarter. However, under no circumstances shall the cumulative reimbursement amount for quarters 1, 2, and 3 exceed 85% of the overall amount authorized by this Agreement.

**FINANCIAL CONSEQUENCES:**

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

## ATTACHMENT D QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in the attachment titled "Reporting Forms," and can be found on the Division's internet site.

- Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

- The Recipient must provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division shall accept back up documentation on a CD if desired by the county.
- The Quarterly Tasks form is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) during the agreement period.
- In order to ensure compliance with Rule 27P-19.011, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by the end of the first quarter. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than 45 days after the county budget is approved.
- In a format provided by the Division, a proposed staffing summary must be submitted by November 15, 2017. Also, each funded county emergency management position description must be submitted to the Division no later than November 15, 2017.
- Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.
- The final close-out report is due forty-five (45) days after termination of this Agreement.** Any requests received after August 15, 2018, at the discretion of the Division, may not be reimbursed from this Agreement.
- Programmatic Point of Contact:**

Contractual Point of Contact	Programmatic Point of Contact
Owen Roach FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4344 Owen.roach@em.myflorida.com	Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 Karen.lyons@em.myflorida.com

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

**ATTACHMENT E  
STATEWIDE MUTUAL AID**

**Statewide Mutual Aid** – The Recipient must be a signatory to the agreement. If the Recipient is not a signatory to the agreement, then the Recipient must execute a current State Mutual Aid Agreement (SMAA) (27P-19.006) into Division's SharePoint portal by the end of the first quarter and annually upload the SMAA Form C (POC Contacts) to the Division's SharePoint portal at: <https://portal.floridadisaster.org>.

## ATTACHMENT F GEOSPATIAL INFORMATION SYSTEMS (GIS)

**Geographical Information** - The Recipient shall upload current GIS Data to the Division's SharePoint portal at: <https://portal.floridadisaster.org>. Current Geospatial Information Systems (GIS) data includes:

- Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations; and,
- Location and attribute information of other critical facilities as deemed necessary by the County Emergency Manager.

Attribute information shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

### NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the SharePoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes since the last agreement period, a statement of "no change" shall be submitted via the SharePoint portal.
- Critical facility inventory spreadsheets provided shall contain more facility types than are required to be reviewed.



## ATTACHMENT G HURRICANE SHELTER RETROFIT

**Hurricane Shelter Retrofit** - In accordance with Florida's statewide hurricane shelter space deficit elimination program, the Recipient must upload items A- E on the Division's SharePoint portal by the end of the 4<sup>th</sup> Quarter at: <https://portal.floridadisaster.org>. The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county's current Shelter Inventory Spreadsheet shall be available on SharePoint for reference.

- A. Hurricane shelter deficit reduction progress information.
  - 1. Submit a list of newly constructed "as-is", retrofit and or Enhanced Hurricane Protection Areas (EHPA) facilities. If none, enter "none".
  - 2. Submit any corrections needed on the Shelter Inventory Spreadsheet. If none, enter "no corrections needed, the information is correct".
- B. Current or newly completed hurricane shelter retrofit projects.
  - 1. List all hurricane shelter retrofit projects completed in the previous fiscal year regardless of funding source(s). If none, enter "none".
  - 2. List potential hurricane shelter retrofit projects. Listing projects is the first step for grant eligibility. If none, enter "none".
- C. Update Special Needs Shelters' (SpNS) power systems.
  - 1. Respond yes or no to this statement on the SharePoint portal:  
All designated SpNS have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment.
  - 2. If no, upload a strategy so that all designated SpNS shall have a standby power capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.
- D. Update SpNS client space capacity.
  - 1. Respond yes or no to this statement on the SharePoint portal:  
The county has designated sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (published January 31, 2018).
  - 2. If no, upload a strategy to achieve sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (January 31, 2018).
- E. Upload a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable). The most recent published Statewide Emergency Shelter Plan provides guidance for implementation of the criteria. The Report to the Division shall discuss, at an executive level, the results of the meeting(s) including:
  - 1. Status of EHPA or new construction projects from previous reports to the Division
  - 2. List of planned facilities/buildings (e.g., initial name/title of the project (such as, High School AAA), location and estimate of shelter space floor area or spaces) that the educational agency shall design and/or build in the coming **two (2) years**; and **five (5) years**.
  - 3. List of facilities/buildings that shall be designed and constructed as EHPA, include (if available) anticipated hurricane shelter space capacity.
  - 4. List of facilities/buildings for which an exemption from EHPA shall be requested, and anticipated statute or code-based cause(s) for such exemption(s).
  - 5. List of facilities/buildings where future retrofitting may be practical to assist in creating shelter space.
  - 6. Upload a copy of the participant sign-in sheet with agency affiliation shown, and a copy of any meeting minutes (or similar documentation).



## ATTACHMENT H LOGISTICS

**Logistics** - The Recipient shall upload a current County Logistics strategy/plan that is consistent with recommended guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355 of 2006) into the Division's SharePoint portal at:

<https://portal.floridadisaster.org>. The strategy/plan shall include, but is not limited to the following:

- A. County Logistics Section organization and partners.
- B. Gap Analysis of identifying necessary resources (people/teams, locations/facilities, equipment and commodities; and the Mission Management Process on how the county accesses and dispatches those resources (Contracts, MOU's, Mutual Aid, State Assistance, Federal Assistance).
- C. County Government Emergency Fuel Strategy (ESF 12).
- D. How the County coordinates with private business and industry in meeting emergency community resource needs (ESF 18).
- E. List of local vendors, with which the Recipient has a Memorandum of Agreements or contracts that shall provide resources in an emergency (Can be an Annex to the Plan and need only be updated every three years unless changes are made).
- F. Location, survey forms and attributes information for County Logistics Staging Areas (Can be an Annex to the Plan and need only be updated every three years unless changes are made).
- G. Location and attribute information for County Points of Distribution (POD) sites and Comfort Stations (Can be an Annex to the Plan and need only be updated every three years unless changes are made).

**ATTACHMENT I**  
**Certification Regarding**  
**Debarment, Suspension, Ineligibility**  
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

(1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

---

By: _____	_____
Signature	Recipient's Name
_____	_____
Name and Title	FDEM Contract Number
_____	_____
Street Address	Grant Number
_____	
City, State, Zip	
_____	
Date	

## ATTACHMENT J MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

### OMB Guidance

### Pl. 200, App. II

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3149). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3149) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any



Pt. 200, App. III

2 CFR Ch. II (1-1-14 Edition)

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL.

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1. Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

# **ATTACHMENT K** **JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

**LINE ITEM JUSTIFICATION**

(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

---



---



---



---



---

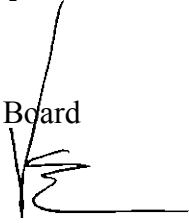
**Leon County  
Board of County Commissioners  
Notes for Agenda Item #14**

# Leon County Board of County Commissioners

## Agenda Item #14

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Certification of the Tax Collector's Recapitulation of the Property Tax Rolls for 2016

---

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

### **Statement of Issue:**

This item seeks Board review and certification of the Tax Collector's summary of the tax assessment roll for the year 2016.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve certification of the recapitulation of the Property Tax Roll for 2016, which entitles the Tax Collector to credit the tax assessment roll accordingly (Attachment #1).



## **Report and Discussion**

### **Background:**

Pursuant to Section, 197.492, Florida Statute, Errors and Insolvencies Report, the Board is required to review and certify the Tax Collector's Recapitulation of the tax assessment roll for the previous year. Each year, a review of the recapitulation for the Board is made with recommendation for approval or denial.

### **Analysis:**

The Tax Collector is required to present a recapitulation of the tax roll for the previous year for approval by the Board. This recapitulation is the reconciling document, which balances the tax roll, after review, of errors, including insolvencies, double assessments, litigation discounts, penalties, and additions, which are discovered during the tax collection period. Staff has reviewed the recapitulation and recommends the Board certify the roll.

### **Options:**

1. Approve certification of the recapitulation of the Property Tax Roll for 2016, which entitles the Tax Collector to credit the tax assessment roll accordingly (Attachment #1).
2. Do not approve the recapitulation of the Property Tax Roll for 2016.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Tax Collector's Recapitulation of the Property Tax Roll for 2016

**Mailing Address**

Post Office Box 1835  
Tallahassee, Florida 32302-1835  
(850) 606-4700

**Administrative Services**

Metro 8, 1276 Metropolitan Blvd., Suite 401



Attachment #1

Page 1 of 12  
Service Centers

Metro 8, 1276 Metropolitan, Suite 102  
Cross Creek, 1210 Capital Circle, SE  
Lake Jackson, 3840 N. Monroe St, Suite 102  
Southside, 3477 S. Monroe St  
Westside, 870-1 Blountstown Hwy

[www.leontaxcollector.net](http://www.leontaxcollector.net)

**MEMORANDUM**

**Hand Delivered**

**Date:** June 27, 2017  
**To:** Leon County Board of County Commissioners  
**From:** Alethea Jackson, Chief Deputy Tax Administration *AJ*  
for Doris Maloy, Tax Collector  
**Subject:** Property Tax Roll for 2016

Attached are the following:

1. Two signed copies of the Recapitulation of E & I List for the 2016 Tax Roll. Please have both copies signed by **all** Commissioners and **return one copy to our office.**
2. One signed copy of overall Tax Collector's Recapitulation of the Tax Roll for 2016.
3. One signed copy of the Tax Collector's Recapitulation of County Taxes for 2016.
4. One signed copy of Recapitulation for Storm Water Fees for 2016.
5. One signed copy of Recapitulation for Solid Waste Fees for 2016.
6. One signed copy of Recapitulation for Leon County Road Paving Fees for 2016.
7. One signed copy of Recapitulation for EMS MSTU Fees for 2016.
8. One signed copy of Recapitulation for Sewer Fees for 2016.
9. One signed copy of Recapitulation for Fire Service Fees for 2016.
10. Error and Insolvencies Report (delivered by email to Scott Ross).

Please acknowledge receipt of the documents listed by signing at the place indicated below:

RECEIVED IN THE OFFICE OF THE BOARD OF COUNTY COMMISSIONERS THIS  
27<sup>th</sup> DAY OF JUNE, 2017 BY Heidemarie Smith  
Print Name

# Instructions

**To Tax Collectors:**

- (1) Use this for the last sheet on your list of errors, insolvencies, double assessments, and discounts.
- (2) Do not list any item without showing the reason or code in the right-hand marginal column.
- (3) Group together as much as possible all items coming under one head. For instance, place all Errors under one heading, all Double Assessments under another, Exemptions under another, etc.
- (4) On exemptions specify whether widow, veteran, homestead, disability, etc.

## Recapitulation

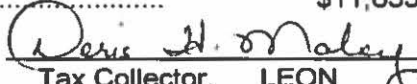
I, **DORIS MALOY**, Tax Collector of **LEON** County, Florida, hereby certify that the within and foregoing is a true list of all, **ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS** and **DISCOUNTS** on the Assessment Roll for the year 2016; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the 2016 Assessment Roll in the following amounts:

Errors.....	\$504,129.19
Insolvencies.....	\$0.00
Double Assessments.....	\$0.00
Discounts.....	\$10,465,642.81
Federal Bankruptcies.....	\$128,527.19
Warrants Pending .....	\$266,825.50
County Certificates .....	\$288,411.20
Others: (Specify) .....	

Total..... \$11,653,535.89

Dated this the 27<sup>th</sup> day of June, 2017 year

  
Tax Collector, **LEON** County

**To County Commissioners:** Read carefully the certificate below before signing.

## Recapitulation

We, the undersigned members of the Board of County Commissioners in and for the County of **LEON** Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from the list and made a separate list of such items which in our judgement should be collected by the Tax Collector, that to the best of our knowledge, information and belief such list is now correct, just and legal and Hon. **DORIS MALOY**

Tax Collector, is therefore entitled to credit on account of said list for the following amounts:

Errors.....	\$504,129.19
Insolvencies.....	\$0.00
Double Assessments.....	\$0.00
Discounts.....	\$10,465,642.81
Federal Bankruptcies.....	\$128,527.19
Warrants Pending .....	\$266,825.50
County Certificates .....	\$288,411.20
Others: (Specify) .....	
Total.....	\$11,653,535.89

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Clerk - Attest

\_\_\_\_\_  
Member

# Instructions

## To Tax Collectors:

- (1) Use this for the last sheet on your list of errors, insolvencies, double assessments, and discounts.
- (2) Do not list any item without showing the reason or code in the right-hand marginal column.
- (3) Group together as much as possible all items coming under one head. For instance, place all Errors under one heading, all Double Assessments under another, Exemptions under another, etc.
- (4) On exemptions specify whether widow, veteran, homestead, disability, etc.

## Recapitulation

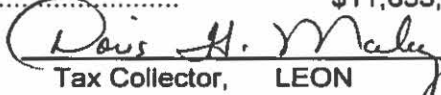
I, **DORIS MALOY**, Tax Collector of **LEON** County, Florida, hereby certify that the within and foregoing is a true list of all, **ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS** and **DISCOUNTS** on the Assessment Roll for the year 2016; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the 2016 Assessment Roll in the following amounts:

Errors.....	\$504,129.19
Insolvencies.....	\$0.00
Double Assessments.....	\$0.00
Discounts.....	\$10,465,642.81
Federal Bankruptcies.....	\$128,527.19
Warrants Pending .....	\$266,825.50
County Certificates .....	\$288,411.20
Others: (Specify) .....	

Total..... \$11,653,535.89

Dated this the 27<sup>th</sup> day of June, 2017 year

  
Tax Collector, **LEON** County

To County Commissioners: Read carefully the certificate below before signing.

## Recapitulation

We, the undersigned members of the Board of County Commissioners in and for the County of **LEON** Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from the list and made a separate list of such items which in our judgement should be collected by the Tax Collector, that to the best of our knowledge, information and belief such list is now correct, just and legal and Hon. **DORIS MALOY**

Tax Collector, is therefore entitled to credit on account of said list for the following amounts:

Errors.....	\$504,129.19
Insolvencies.....	\$0.00
Double Assessments.....	\$0.00
Discounts.....	\$10,465,642.81
Federal Bankruptcies.....	\$128,527.19
Warrants Pending .....	\$266,825.50
County Certificates .....	\$288,411.20
Others: (Specify) .....	
Total.....	\$11,653,535.89

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Clerk - Attest

\_\_\_\_\_  
Member

COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES				ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED		REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL, PERSONAL CENTRALLY ASS.
=====	=====	=====		=====	=====	=====	=====
DEBITS:							
1	TAXES LEVIED AS CERTIFIED TO DEPT OF REV. BY PROP APPRAISER						
	237,923,483.33	15,967,533.74	187,699.86	38,013,092.99	3,049,192.80	24,261.95	295,165,264.67
2	PLUS ADDITIONS TO THE ROLL E & I						
	55,582.54	5,190.32	.00	6,816.48	1,355.66	.00	68,945.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR						
	.00	.00	.00	.00	.00	.00	.00
4	PENALTIES COLLECTED ON CURRENT ROLL						
	.00	.00	.00	.00	.00	.00	.00
5	TOTAL TAXES LEVIED ON TAX ROLL						
	237,979,065.87	15,972,724.06	187,699.86	38,019,909.47	3,050,548.46	24,261.95	295,234,209.67
CREDITS:							
6	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE						
	229,188,876.94	15,066,963.86	180,184.46	36,625,851.27	2,867,319.84	23,290.57	283,952,486.94
7	DISCOUNTS ALLOWED						
	8,410,548.01	583,102.96	7,507.67	1,354,077.05	109,436.67	970.45	10,465,642.81
8	TOTAL CASH CREDITS ON COLLECTIONS (6 + 7)						
	237,599,424.95	15,650,066.82	187,692.13	37,979,928.32	2,976,756.51	24,261.02	294,418,129.75
9	WARRANTS PENDING						
	.00	218,659.08	.00	.00	48,166.42	.00	266,825.50
10	COUNTY TAX SALE CERTIFICATES HELD						
	263,678.12	.00	.00	24,733.08	.00	.00	288,411.20
11	ERRORS AND INSOLVENCIES						
	338,537.20	92,564.19	7.73	50,498.59	22,520.55	.93	504,129.19
12	UNCOLLECTED TAXES DUE TO PENDING LITIGATION						
	98,656.34	14,534.28	.00	11,541.22	3,795.35	.00	128,527.19
13	PENALTIES AND INTEREST ON WARRANTS						
	320,191.79	3,100.31	.00	46,520.44	690.37	.00	370,502.91
14	OVER(-) OR UNDER(+) COLLECTED						
	1,038.95-	.00	.00	271.30-	.00	.00	1,310.25-
15	TOTAL CREDITS (LINES 5 & 15 SHOULD BALANCE)						
	237,979,065.87	15,972,724.06	187,699.86	38,019,909.47	3,050,548.46	24,261.95	295,234,209.67

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.  
DATED: 6/27/2017 SIGNATURE: [Signature], TAX COLLECTOR

COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES				ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED		REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL, PERSONAL CENTRALLY ASS.
=====				=====			=====
DEBITS:							
1	TAXES LEVIED AS CERTIFIED TO DEPT OF REV. BY PROP APPRAISER						
	115,078,112.55	8,455,540.04	99,395.69	.00	.00	.00	123,633,048.28
2	PLUS ADDITIONS TO THE ROLL E & I						
	29,630.82	2,746.12	.00	.00	.00	.00	32,376.94
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR						
	.00	.00	.00	.00	.00	.00	.00
4	PENALTIES COLLECTED ON CURRENT ROLL						
	.00	.00	.00	.00	.00	.00	.00
5	TOTAL TAXES LEVIED ON TAX ROLL						
	115,107,743.37	8,458,286.16	99,395.69	.00	.00	.00	123,665,425.22
CREDITS:							
6	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE						
	110,867,120.44	7,978,648.24	95,415.88	.00	.00	.00	118,941,184.56
7	DISCOUNTS ALLOWED						
	4,072,971.20	308,779.47	3,975.71	.00	.00	.00	4,385,726.38
8	TOTAL CASH CREDITS ON COLLECTIONS (6 + 7)						
	114,940,091.64	8,287,427.71	99,391.59	.00	.00	.00	123,326,910.94
9	WARRANTS PENDING						
	.00	115,790.49	.00	.00	.00	.00	115,790.49
10	COUNTY TAX SALE CERTIFICATES HELD						
	109,716.54	.00	.00	.00	.00	.00	109,716.54
11	ERRORS AND INSOLVENCIES						
	167,819.51	49,013.12	4.10	.00	.00	.00	216,836.73
12	UNCOLLECTED TAXES DUE TO PENDING LITIGATION						
	43,307.17	7,696.57	.00	.00	.00	.00	51,003.74
13	PENALTIES AND INTEREST ON WARRANTS						
	152,641.33	1,641.73	.00	.00	.00	.00	154,283.06
14	OVER(-) OR UNDER(+) COLLECTED						
	550.16-	.00	.00	.00	.00	.00	550.16-
15	TOTAL CREDITS (LINES 5 & 15 SHOULD BALANCE)						
	115,107,743.37	8,458,286.16	99,395.69	.00	.00	.00	123,665,425.22

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.  
DATED: 6/27/17 SIGNATURE: Dave A. Maly, TAX COLLECTOR



COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES				ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED		REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL, PERSONAL CENTRALLY ASS.
=====				=====			=====
DEBITS:							
1	TAXES LEVIED AS CERTIFIED TO DEPT OF REV. BY PROP APPRAISER						
	6,920,436.65	508,489.11	5,977.33	.00	.00	.00	7,434,903.09
2	PLUS ADDITIONS TO THE ROLL E & I						
	1,781.94	166.29	.00	.00	.00	.00	1,948.23
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR						
	.00	.00	.00	.00	.00	.00	.00
4	PENALTIES COLLECTED ON CURRENT ROLL						
	.00	.00	.00	.00	.00	.00	.00
5	TOTAL TAXES LEVIED ON TAX ROLL						
	6,922,218.59	508,655.40	5,977.33	.00	.00	.00	7,436,851.32
CREDITS:							
6	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE						
	6,667,196.32	479,809.23	5,737.95	.00	.00	.00	7,152,743.50
7	DISCOUNTS ALLOWED						
	244,937.29	18,569.28	239.14	.00	.00	.00	263,745.71
8	TOTAL CASH CREDITS ON COLLECTIONS (6 + 7)						
	6,912,133.61	498,378.51	5,977.09	.00	.00	.00	7,416,489.21
9	WARRANTS PENDING						
	.00	6,962.24	.00	.00	.00	.00	6,962.24
10	COUNTY TAX SALE CERTIFICATES HELD						
	6,598.29	.00	.00	.00	.00	.00	6,598.29
11	ERRORS AND INSOLVENCIES						
	10,093.13	2,950.53	.24	.00	.00	.00	13,043.90
12	UNCOLLECTED TAXES DUE TO PENDING LITIGATION						
	2,604.46	462.85	.00	.00	.00	.00	3,067.31
13	PENALTIES AND INTEREST ON WARRANTS						
	9,177.81	98.73	.00	.00	.00	.00	9,276.54
14	OVER(-) OR UNDER(+) COLLECTED						
	33.09-	.00	.00	.00	.00	.00	33.09-
15	TOTAL CREDITS (LINES 5 & 15 SHOULD BALANCE)						
	6,922,218.59	508,655.40	5,977.33	.00	.00	.00	7,436,851.32

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.  
DATED: 6/27/17 SIGNATURE: Doris A. McElroy, TAX COLLECTOR

DATE 06/22/2017

FINAL FOR FUNDING AGENCY CODE A100 STORM WATER

EVERY SPACE MUST BE FILLED IN.  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE(NONE)

NON-ADVALOREM ASSESSMENT  
SEC. 197.3632

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	3,486,348.38
2	PLUS ADDITIONS TO THE ROLL E & I	204.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	3,486,552.38

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	3,345,735.38
6	DISCOUNTS ALLOWED	116,651.42
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	3,462,386.80
8	COUNTY TAX SALE CERTIFICATES HELD	15,766.32
9	ERRORS AND INSOLVENCIES	4,560.86
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	3,838.40
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	3,486,552.38

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 6/27/17 SIGNATURE: Paris A. Maly, TAX COLLECTOR

DATE 06/22/2017

FINAL FOR FUNDING AGENCY CODE A200 SOLID WASTE FEE

EVERY SPACE MUST BE FILLED IN.  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE (NONE)

NON-AD VALOREM ASSESSMENT  
SEC. 197.3632

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	1,541,160.00
2	PLUS ADDITIONS TO THE ROLL E & I	160.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	1,541,320.00

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	1,475,967.43
6	DISCOUNTS ALLOWED	49,487.33
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	1,525,454.76
8	COUNTY TAX SALE CERTIFICATES HELD	10,049.74
9	ERRORS AND INSOLVENCIES	3,137.31
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	2,678.19
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	1,541,320.00

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 6/27/17 SIGNATURE: Davis A. Maly, TAX COLLECTOR

DATE 06/22/2017

FINAL FOR FUNDING AGENCY CODE A300 STREET PAVING

EVERY SPACE MUST BE FILLED IN.  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE (NONE)

NON-AD VALOREM ASSESSMENT  
SEC. 197.3632

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	263,349.87
2	PLUS ADDITIONS TO THE ROLL E & I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	263,349.87

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	233,891.98
6	DISCOUNTS ALLOWED	5,974.13
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	239,866.11
8	COUNTY TAX SALE CERTIFICATES HELD	10,951.24
9	ERRORS AND INSOLVENCIES	10,273.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	2,259.52
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	263,349.87

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 6/27/17 SIGNATURE: Doris H. Maf, TAX COLLECTOR

DATE 06/22/2017

FINAL FOR FUNDING AGENCY CODE A400 COUNTY SEWER

EVERY SPACE MUST BE FILLED IN.  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE(NONE)

NON-ADVALOREM ASSESSMENT  
SEC. 197.3632

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	1,039.60
2	PLUS ADDITIONS TO THE ROLL E & I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	1,039.60

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	998.01
6	DISCOUNTS ALLOWED	41.59
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	1,039.60
8	COUNTY TAX SALE CERTIFICATES HELD	.00
9	ERRORS AND INSOLVENCIES	.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	.00
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	1,039.60

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 6/27/17 SIGNATURE: Deis A. D. Maly, TAX COLLECTOR

DATE 06/22/2017

FINAL FOR FUNDING AGENCY CODE A500 COUNTY SEWER MAINT F164

EVERY SPACE MUST BE FILLED IN.  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE(NONE)

NON-ADVALOREM ASSESSMENT  
SEC. 197.3632

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	236,668.17
2	PLUS ADDITIONS TO THE ROLL E & I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	236,668.17

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	228,085.39
6	DISCOUNTS ALLOWED	8,582.78
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	236,668.17
8	COUNTY TAX SALE CERTIFICATES HELD	.00
9	ERRORS AND INSOLVENCIES	.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	.00
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	236,668.17

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 6/27/17 SIGNATURE: Doris H. Mandy, TAX COLLECTOR



DATE 06/22/2017

FINAL FOR FUNDING AGENCY CODE A800 COUNTY FIRE SERVICE

EVERY SPACE MUST BE FILLED IN.

NON-ADVALOREM ASSESSMENT

WHERE THERE ARE SPACES THAT

SEC. 197.3632

ARE NOT APPLICABLE WRITE (NONE)

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	1,952,059.44
2	PLUS ADDITIONS TO THE ROLL E & I	471.75
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	1,952,531.19

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	1,868,105.91
6	DISCOUNTS ALLOWED	57,287.50
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	1,925,393.41
8	COUNTY TAX SALE CERTIFICATES HELD	11,383.26
9	ERRORS AND INSOLVENCIES	9,363.94
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	6,390.58
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	1,952,531.19

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 6/27/17 SIGNATURE: , TAX COLLECTOR

**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Agenda Item #15

July 11, 2017

**To:** Honorable Chairman and Members of the Board

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

**Title:** Single Family Mortgage Loan Program and Mortgage Credit Certificate Program

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W. A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Office of Human Services & Community Partnerships

### **Statement of Issue:**

This agenda item is presented at the request of the Housing Finance Authority of Leon County and seeks the Board's adoption of a resolution to authorize the Escambia County Housing Finance Authority's continued "area of operation" of its Single Family Mortgage Loan Program and to begin operating its Mortgage Credit Certificate Program within Leon County, Florida.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Adopt the resolution authorizing the continuation of the area of operation to the Escambia County Housing Finance Authority for the Multi-County Single Family Mortgage Loan Program and Mortgage Credit Certificate Program (Attachment #1).

## Report and Discussion

### **Background:**

Since 1991, the Housing Finance Authority of Leon County (Leon HFA) has participated in the Escambia County Housing Finance Authority (Escambia HFA) Single Family Mortgage Loan Program (Single Family Program). The Single Family Program provides down payments assistance as well as originates low-interest rate mortgages for first time homebuyers on behalf of the County and the Leon HFA (Attachment #2).

On November 13, 2013, the Board adopted a resolution and approved an interlocal agreement between the Leon HFA and Escambia HFA authorizing the continuation of the Single Family Program within Leon County through the Escambia HFA Bond Series known as "TBA." On May 1, 2017, the Leon HFA requested that the County adopt a resolution for the continuation of the Escambia HFA Single Family Program and to begin operating its Mortgage Credit Certificate Program.

### **Analysis:**

The proposed resolution would continue the Escambia HFA Single Family Program in Leon County. As illustrated in Table 1, the Single Family Program has supported Leon HFA's mission to provide access to homeownership for low and moderate income residents in Leon County. Over the past seven iterations of the program, 443 loans have been issued to Leon County residents through the Single Family Program for a combined total value of \$54.6 million in mortgages and down payment assistance.

**Table 1. Single Family Mortgage Loan Program in Leon County**

Issue/Year	# Loans	Mortgages	Down Payment Assistance
Series 2004A	38	\$4,247,898	\$263,732
Series 2006A	19	\$2,686,457	\$163,350
Series 2007A	26	\$3,307,012	\$137,980
Series 2007B	29	\$4,048,342	\$144,050
Series 2010	46	\$5,982,546	\$346,900
TBA Program 2012	68	\$8,362,331	\$486,386
TBA Program 2013 (Current)	217	\$24,287,029	\$111,922
<b>Total</b>	<b>443</b>	<b>\$52,921,615</b>	<b>\$1,654,320</b>

Through this collaborative effort, Leon County's HFA receives 0.2% of the mortgage loan origination. In FY 2016, Leon County's HFA realized \$15,618 from this arrangement. In addition to continuing the Single Family Program, the Escambia HFA has requested authorization to operate its Mortgage Credit Certificate Program. Mortgage Credit Certificates are authorized by Congress pursuant to the Internal Revenue Code of 1986. The Mortgage Credit Certificate is a nonrefundable federal income tax credit which acts to reduce an eligible borrower's federal income taxes, effectively creating additional income for the borrower to use in making mortgage payments. On May 11, 2017 the Leon HFA amended its interlocal agreement

with the Escambia HFA to continue its Single Family Program and operate its Mortgage Credit Certificate Program.

Ultimately, the Board's adoption of the proposed resolution is required for the continuation of the Single Family Program and the operation of the Mortgage Credit Certificate Program in Leon County. In a June 5, 2017 correspondence to the County, the Leon HFA expressed its support for the Escambia HFA's programs and requested that the Board adopt the proposed resolution (Attachment #3).

**Options:**

1. Adopt the resolution authorizing the continuation of the area of operation to the Escambia County Housing Finance Authority for the Multi-County Single Family Mortgage Loan Program and the Mortgage Credit Certificate Program (Attachment #1).
2. Do not adopt the resolution authorizing the continuation of the area of operation to the Escambia County Housing Finance Authority for the Multi-County Single Family Mortgage Loan Program and the Mortgage Credit Certificate Program.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Resolution granting area of operation authority to the Escambia County Housing Finance Authority to continue operation of the TBA Program and to implement the MCC Program in Leon County, Florida
2. Single Family Mortgage Loan Program in Leon County
3. June 5, 2017, Correspondence from the Chairman of the Housing Finance Authority of Leon County

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, GRANTING CONTINUING "AREA OF OPERATION" AUTHORITY TO THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY TO OPERATE ITS TBA PROGRAM AND MORTGAGE CREDIT CERTIFICATE PROGRAMS WITHIN LEON COUNTY, FLORIDA; PROVIDING A TERM; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Part IV of Chapter 159, Florida Statutes (the "*Act*"), authorizes the creation of housing finance authorities within the State of Florida (the "*State*") for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

**WHEREAS**, pursuant to the authority of a resolution adopted by the Leon County Board of County Commissioners (the "*Leon Board*") on the 19th day of November, 2013 (the "*2013 Leon Resolution*") and an Interlocal Agreement between The Escambia County Housing Finance Authority (the "*Escambia Authority*") and the Housing Finance Authority of Leon County, Florida (the "*Local Authority*"), as amended and supplemented from time to time (the "*Interlocal Agreement*"), the Escambia Authority and the Local Authority have cooperated to operate programs to address such housing shortage in Escambia County, Florida ("*Escambia County*"), and Leon County, Florida ("*Leon County*"), as well as certain other counties that may also participate in such programs (collectively, the "*Participating Counties*"); and

**WHEREAS**, the Escambia Authority has heretofore approved a Single Family Mortgage Loan Program (the "*TBA Program*") pursuant to which Mortgage Loans are originated pursuant to a Program Invitation and Parameters, dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement, dated as July 1, 2012, as amended and supplemented, and in order to enhance the efficiency of the TBA Program, the Escambia Authority authorized the interim purchase by the Escambia Authority (directly by the Escambia Authority or pursuant to a warehousing arrangement) of Mortgage-Backed Securities backed by Mortgage Loans originated under the TBA Program, and further authorized the subsequent sale thereof by the Escambia Authority into the TBA market, and, following the issuance of a series of Bonds, the purchase by the trustee under the trust indenture securing such series of Bonds of any then available Mortgage-Backed Securities; and

**WHEREAS**, the Escambia Authority has continuously operated the TBA Program within Leon County and the other Participating Counties; and



**WHEREAS**, Mortgage Credit Certificates ("MCC") are authorized by Congress pursuant to Section 25 of the Internal Revenue Code of 1986, which authorizes housing finance authorities to issue MCC as an alternative to issuing single family revenue bonds; and

**WHEREAS**, the MCC is a nonrefundable federal income tax credit which acts to reduce an eligible borrower's federal income taxes, effectively creating additional income for the borrower to use in making mortgage payments; and

**WHEREAS**, the Escambia Authority wishes to offer to homebuyers in the Participating Counties the benefits of a MCC Program in connection with the Escambia Authority's continued operation of the TBA Program within Escambia County and the Participating Counties; and

**WHEREAS**, the Leon Board desires to secure the benefits of the MCC program and the continued operation of the TBA Program to benefit the citizens and residents of Leon County.

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

**SECTION 1. CONTINUED OPERATION OF THE TBA PROGRAM.** Pursuant to the authority of Sections 163.01, 159.608 and 125.01, Florida Statutes, the Escambia Authority is hereby granted "area of operation" authority to continue to operate the TBA Program within Leon County for the benefit of the citizens and residents of Leon County. The Escambia Authority shall have full authority and responsibility to carry out the TBA Program in accordance with the parameters established by the Escambia Authority, the Interlocal Agreement, as amended from time to time, and the provisions of applicable law.

**SECTION 2. MCC PROGRAM.** Pursuant to the authority of Sections 163.01, 159.608 and 125.01, Florida Statutes, the Escambia Authority is hereby granted "area of operation" authority to operate its MCC Program within Leon County for the benefit of the citizens and residents of Leon County. The Escambia Authority shall have full authority and responsibility to carry out the MCC Program in accordance with the parameters established by the Escambia Authority and the provisions of applicable law.

**SECTION 3. TERM.** The "area of operation" authority granted to the Escambia Authority shall continue until the earlier of (a) the termination of the Interlocal Agreement in accordance with the terms thereof, and (b) the adoption of a resolution by the Leon Board terminating the "area of operation" authority upon not less than ten (10) days written notice to the Escambia Authority.

**SECTION 4. REPEALING CLAUSE.** All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**SECTION 5. EFFECTIVE DATE.** This resolution shall take effect immediately upon its adoption this \_\_\_\_ day of \_\_\_\_\_, 2017.

**DULY PASSED AND ADOPTED** by the Board of County Commissioners of Leon County, Florida on this \_\_\_\_ day of \_\_\_\_\_, 2017.

**BOARD OF COUNTY COMMISSIONERS OF  
LEON COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
JOHN E. DAILEY, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

**ATTESTED BY:**

GWEN MARSHALL, CLERK OF THE COURT  
AND COMPTROLLER

By: \_\_\_\_\_

APPROVED AS TO FORM:

COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
HERBERT W.A. THIELE, ESQ.  
COUNTY ATTORNEY

**ACKNOWLEDGEMENT**

**HOUSING FINANCE AUTHORITY OF  
LEON COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Authorized Official

Date: \_\_\_\_\_, 2017



**Escambia County**  
**Housing Finance Authority**  
*serving 1st time homebuyers since 1982!*

**UP TO \$7,500.00\***  
**DOWN PAYMENT AND**  
**CLOSING COST ASSISTANCE**

0%, 30-Year Deferred Second Mortgage

**PROVIDED BY THE**  
**HOUSING FINANCE AUTHORITY OF LEON COUNTY**  
**AND**  
**THE COUNTY COMMISSIONERS OF**  
**GADSDEN, LEON & WAKULLA COUNTIES**

#### Program Highlights:

- ◆ FHA-insured, VA-guaranteed or USDA-RD 30-Year Fixed Rate Mortgages.
- ◆ Assisted Low Rate: **4.25%\* Mortgage with a 0%, non-amortizing 30-year Deferred Second Mortgage up to \$7,500.00\*.**
- ◆ **Discount/Origination Fee any combination not to exceed 1% of the principal loan amount.**
- ◆ **Continuous Funding**
- ◆ **Second Mortgage is EXEMPT from Intangible Tax**

#### What Home Qualifies?

The single family home may be attached or detached, a condominium, townhome or PUD. Home must be located within Alachua, Bradford, Escambia, **Gadsden**, Indian River, **Leon**, Marion, Martin, Okaloosa, Santa Rosa, St. Lucie, **Wakulla** or Walton Counties. The maximum purchase price of a new or existing home in Gadsden, Leon & Wakulla Counties is **\$255,573 or \$312,368** if purchasing in Leon County's targeted area (varies per County, see map on website).

#### Who Qualifies?

- ◆ Borrowers must be first-time homebuyers who have not had a present ownership in a principal residence during the past three years.
- ◆ Borrowers must meet normal mortgage requirements to demonstrate credit worthiness. Borrowers must have a minimum FICO score of 640 for FHA, USDA-RD and VA Loans to participate.
- ◆ Borrowers must occupy the purchased home as their principal residence.
- ◆ Qualified Veterans and homebuyers purchasing in a designated targeted area do not need to be first time homebuyers.
- ◆ Maximum Household income range from the following limits (varies per County, see map on website)

**Maximum Income Limits**  
**(varies per County, see map on website)**

#### **GADSDEN, LEON & WAKULLA COUNTIES**

##### **Non-Targeted Areas:**

Family of 1-2: \$65,100-\$65,300

Family of 3 +: \$74,865-\$75,095

##### **Targeted Areas (Leon County):**

Family of 1-2: \$78,120

Family of 3 +: \$91,140

#### Down Payment & Closing Cost Assistance

- ◆ The Authority will provide a 0% non-amortizing 30-Year Deferred Second Mortgage up to **\$7,500.00\*** to be used exclusively with the **4.25%\* Mortgage**, which is not forgivable and becomes due when the first mortgage is satisfied or upon sale, transfer, rental or disposition of property.
- ◆ The down payment assistance offered with FHA-insured First Mortgage Loans can provide up to 100% of the homebuyer's cash to close (as long as there is no cash back to the borrower).
- ◆ Maximum income and purchase price limits are the same as the limits for First Mortgage Loans.
- ◆ The down payment assistance proceeds may be used for any eligible use associated with the Mortgage Loan closing process, including but not limited to, closing costs, Lender fees, Servicer fees, pre-pays, mortgage insurance premiums, discounts and the reimbursements of earnest money and pre-close fees, such as credit report and appraisal fees.

Rev. 6-1-17

#### Questions?

If you have questions please contact the Escambia County Housing Finance Authority at **(800) 388-1970** or **(850) 432-7077** or visit **[www.escambiahfa.com](http://www.escambiahfa.com)**





## Housing Finance Authority of Leon County

---

June 5, 2017

The Honorable John E. Dailey, Chairman  
Leon County Board of County Commissioners  
301 South Monroe Street  
Tallahassee, FL 32301

Re: Resolution Concerning Escambia County Housing Finance Authority

Dear Chairman Dailey and Commissioners:

Pursuant to the authority of resolutions adopted by the Leon County Board of County Commissioners and an Interlocal Agreement, the Escambia County Housing Finance Authority has successfully partnered with the HFA of Leon County since 1991. This cooperation permits the Escambia HFA to offer its Single Family Mortgage Loan Program, which provides low interest loans and down payment assistance, to first-time homebuyers in Leon County.

On May 11, 2017, the HFA of Leon County adopted Resolution No 2017-1 authorizing an amendment to the HFA's Interlocal Agreement with the Escambia County HFA. The amendment would allow the Escambia HFA to continue to offer its Single Family Mortgage Loan Program and to authorize a new program to offer Mortgage Credit Certificates to the residents of Leon County **following approval by the Leon County Board of County Commissioners**. Both of these programs are offered by the Escambia County HFA without cost or liability to Leon County.

The HFA of Leon County respectfully requests that the Board of County Commissioners adopt its resolution of authorization in the form attached hereto. The resolution has been drafted by Bryant, Miller & Olive, bond counsel for Leon County.

Please do not hesitate to contact me if you have any questions or desire any further information concerning these matters.

Sincerely,

Mike Rogers, Chair  
Housing Finance Authority of Leon County

CC:

Vincent S. Long, County Administrator  
Alan Rosenzweig, Deputy County Administrator  
Shington Lamy, Director, Office of Human Services & Community Partnerships

**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #16**

# Leon County Board of County Commissioners

## Agenda Item #16

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Amendment to the Apalachee Center Inc. Primary Healthcare Program Agreement

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Office of Human Services & Community Partnerships Felisa Barnes, Financial Compliance Manager Tiffany Y. Harris, Healthcare Services Coordinator

### **Statement of Issue:**

This agenda item seeks Board approval to amend the FY 2017 Apalachee Center, Inc. Primary Healthcare Contract to fulfill the terms of the grant associated with establishing a Central Receiving Facility.

### **Fiscal Impact:**

This item has a fiscal impact to the County. The County committed up to \$150,000 annually of the mental health services funding provided in the Healthcare Competitive Provider Reimbursement Pool as part of a grant match for the operation of the Central Receiving Facility at Apalachee Center for a five-year period (FY17 – FY21). Since the facility did not commence operations until June 20, 2017, the requested \$37,500 is the prorated portion of the annual \$150,000 commitment. Funds to support this request are available through the FY 2017 allocation to the Healthcare Competitive Provider Reimbursement Pool.

### **Staff Recommendation:**

Option #1: Approve the amendment to the Leon County Primary Healthcare Program Agreement with Apalachee Center, Inc. (Attachment #1), and authorize the County Administrator to execute.



## **Report and Discussion**

### **Background:**

Apalachee Center was notified by the Department of Children and Families in November, 2016 that it had been awarded grant funds to establish a Central Receiving Facility (CRF) on its main campus located on Northeast Capital Circle. Apalachee Center has provided notice that the CRF began operations on June 20, 2017 and requested that the County's financial support of the CRF commence on July 1, 2017. An amendment to the existing contract is needed to meet the requirements of the grant award.

On September 20, 2016 the Board approved a letter of support for Apalachee Center's pursuit of a State grant to establish a Central Receiving Facility (CRF). The Board also committed \$150,000 annually as match funding over a five year period (FY 2017 – FY 2021) subject to adoption of the annual budget and continued annual funding commitments in an amount up to \$300,000 annually from both Capital Regional Medical Center and Tallahassee Memorial Hospital.

Funding in support of mental health was allocated at \$264,000 in the Healthcare Competitive Pool and is available to Bond Community Health Center, Neighborhood Medical Center and Apalachee Center. For the 2016 fiscal year, Apalachee Center was awarded approximately 60% of the mental health funding provided. In review of the request, staff assessed that an allocation of \$150,000 dedicated to Apalachee would not have an impact on other providers seeking to access the Mental Health portion of the competitive pool as 60% of \$264,000 is \$158,000. In allocating these funds towards the grant match Apalachee Center would still be required to provide the same number of mental health patient visits to the uninsured residents seeking mental health services at Apalachee Center. Apalachee Center would also continue to submit all required documentation in support of clients served on behalf of Leon County. The County has used a similar approach in prior fiscal years to assist other community primary health care providers to leverage state and federal grant opportunities.

### **Analysis:**

The CRF will serve as the single reception point, open 24/7 offering initial psychiatric assessments and screenings, emergency placement and short term counseling for people who are involuntarily transported for crisis stabilization. The CRF will also facilitate the appropriate referral to after-care services, including outpatient programs, for those who voluntarily seek assistance. The effective date of the amended contract shall be July 1, 2017.

The terms of the current contract provide for quarterly reimbursement payments at a rate of \$80 per patient visit. Under the amended contract, in lieu of quarterly reimbursements, Apalachee Center will receive an advance payment of \$12,500 each month or a total of \$37,500 as the prorated portion of the maximum \$150,000 commitment for the CRF for the remainder of the fiscal year (July – September 2017). As previously stated, Apalachee Center will continue to submit all required documentation in support of clients served on behalf of Leon County.

**Options:**

1. Approve the amendment to the Leon County Primary Healthcare Program Agreement with Apalachee Center, Inc. (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the amendment to the Leon County Primary Healthcare Program Agreement with Apalachee Center, Inc.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. First Amendment to the FY 2017 Leon County Primary Healthcare Program Agreement with Apalachee Center, Inc.

## FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO THE CONTRACT effective October 1, 2016, between Leon County, Florida and Apalachee Center, Inc. is made and into this 1st day of July 2017, by and between Leon County, a political subdivision of the State of Florida (“County”) and Apalachee Center, Inc. (“Provider”).

### RECITALS

**WHEREAS**, the County and the Provider entered into an Agreement effective October 1, 2016 through September 30, 2017 for the provision of primary care and mental health services for eligible Leon County residents through the Leon County Primary Healthcare Program’s Competitive Provider Pool Reimbursement Fund (the “Agreement”); and

**WHEREAS**, on September 8, 2016, the Provider requested County support for its grant application to establish a central receiving facility at its primary location; and

**WHEREAS**, the grant requires local matching funds; and

**WHEREAS**, on September 20, 2016, the County agreed support the operation of the central receiving facility through the commitment of \$150,000 annually in matching funding over five years (FY17 – FY21) utilizing a portion of the Primary Healthcare Program Competitive Provider Pool Reimbursement Fund for mental health services; and

**WHEREAS**, on February 2017, the Provider was awarded a grant from the State to establish a Central Receiving Facility to serve as a single point of entry for Baker Act and Marchman Act transports for an eight-county area (Franklin, Gadsden, Jefferson, Leon, Liberty, Madison, Taylor, and Wakulla); and

**WHEREAS**, the operation at the Central Receiving Facility commenced June 2017; and

**WHEREAS**, the County and Provider desire to amend the Agreement to reallocate \$37,500 from the Competitive Provider Reimbursement Pool mental health services category to support the operation of the Central Receiving Facility.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein set forth, the County and the Provider hereby agree as follows:

#### Section 1.

Section I. The County Agrees:

Section I. A. **Contract Amount**, of the Contract effective October 1, 2016, shall be and hereby is deleted in its entirety and replaced with the following:

**A. Contract Amount**

1. To pay for contracted services according to the conditions of Attachment 1 in an amount of up to \$125.00 per patient visit for Primary Care. Funds shall be reimbursed on a first-come, first-served basis from a funding pool of \$1,323,768, of which up to \$759,015 may be used for primary care visits. Leon County's performance and obligation to pay under this contract is contingent upon annual appropriation by the Board of County Commissioners. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The County Administrator has the authority to realign funding in the Competitive Provider Reimbursement Pool categories, if necessary.
2. To pay for contracted services for the remaining term of the Agreement (July 1, 2017 – September 30, 2017) a total of \$37,500 for the operation of the Central Receiving Facility located at the Providers primary location – 2634 Capital Circle NE, Tallahassee, Florida.
3. The Provider shall not seek any further reimbursement for mental health services through the Leon County Primary Healthcare Program's Competitive Provider Pool Reimbursement Fund.
4. However, the Provider may continue to seek reimbursement for primary care services through the Leon County Primary Healthcare Program's Competitive Provider Pool Reimbursement Fund.

Section I. B. **Contract Payment**, of the Contract effective October 1, 2016, shall be and hereby is deleted in its entirety and replaced with the following:

**B. Contract Payment**

1. Primary Healthcare Program's Competitive Provider Pool reimbursement payments do not start until a properly completed invoice is provided. The Provider agrees, prior to submission of each monthly invoice, to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment 1, Section 3b. All Primary Healthcare Program's Competitive Provider Pool reimbursement invoices shall be generated through the County's web based reporting system.
2. Central Receiving Facility payments shall be made by the County upon the receipt of a valid invoice by the Provider at a monthly rate equal to no more than one-third of the total amount of \$37,500 (\$12,500).
3. Payment shall be made by the County within 30 days of receipt and approval by the County of monthly invoice.

Section II. The Provider Agrees:

Section II. A., of the Contract effective October 1, 2016, shall be and hereby is deleted in its entirety and replaced with the following:

- A. To provide services in accordance with the conditions specified in Attachment I. To provide monthly reports on the number of Leon County uninsured residents served through the Central Receiving Facility in Exhibit C.

Section 2.

All other provisions of the Contract effective October 1, 2016, not otherwise inconsistent with the provisions herein shall remain in full force and effect.

Section 3.

This First Amendment to the Contract effective October 1, 2016, shall become effective July 1, 2017.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representative, have executed this First Amendment as of the date first written above.

**LEON COUNTY, FLORIDA**

**APALACHEE CENTER, INC.**

BY: \_\_\_\_\_  
Vincent S. Long  
County Administrator

BY: \_\_\_\_\_  
\_\_\_\_\_

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

BY: \_\_\_\_\_

Approved as to Form:  
County Attorney's Office

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.

## EXHIBIT C

**Apalachee Center, Inc.**  
**Central Receiving Facility Report**  
**Reporting Period: \_\_\_\_\_**

Leon County Uninsured Clients	Mental Health Encounters	Substance Abuse Encounters
<b>Total # of Encounters</b>		
<b># of Unique Clients Served (Unduplicated)</b>		
Breakdown by:		
Age: 0-17 years		
> 17 years		
<b>TOTAL:</b>		
Race: Alaska Native		
American Indian		
Asian		
Black		
Multi-Racial		
Native Hawaiian-Pacific Island		
Other		
White		
<b>TOTAL:</b>		
Gender: Female		
Male		
Transgender (F to M)		
Transgender (M to F)		
Other		
Unknown		
<b>TOTAL:</b>		
Zip Code:		
<b>TOTAL:</b>		

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**

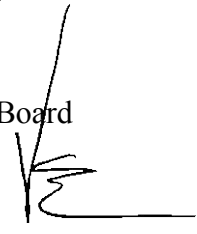


# Leon County Board of County Commissioners

## Agenda Item #17

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Letters of Support and Funding for Bond Community Health Center and Neighborhood Medical Center

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Office of Human Services and Community Partnerships Felisa Barnes, Financial Compliance Manager Tiffany Y. Harris, Healthcare Services Coordinator

### **Statement of Issue:**

To leverage an estimated additional \$422,000 in funding for the County's primary healthcare partners, Bond Community Health Center (Bond) and Neighborhood Medical Center's (NMC) have requested approximately \$267,000 in FY 18 primary healthcare funds be used as a grant match. A letter of support and a commitment to provide local match funding is required to access the Low Income Pool (LIP) funding from the Florida Agency for Health Care Administration.

### **Fiscal Impact:**

This item has a fiscal impact to the County. Bond and NMC respectively are requesting the County to provide a letter of support and commitment to provide match funding for LIP funds in FY 18. To leverage an additional \$422,000, Bond is requesting \$140,574 and NMC is requesting \$126,953 for a combined total of \$267,527. Subject to adoption of the FY 18 budget, \$267,527 is available by realigning a portion of the funds currently set aside through the Primary Healthcare Competitive Provider Reimbursement Pool (Healthcare Pool) earmarked for primary care services. Bond and NMC would still be required to fulfill the requirements of the County's primary healthcare reimbursement pool for the match funds provided. Under this approach, no new funding is required.

### **Staff Recommendations:**

Option #1: Approve the request for letters of support and commitment to provide match funds of \$140,574 for Bond Community Health and \$126,953 for Neighborhood Medical Center, subject to adoption of the FY 18 budget.

## **Report and Discussion**

### **Background:**

On June 27, 2017, Bond and NMC respectively requested a letter of support and commitment for local match funding in order to access LIP funding (Attachments #1 and #2). In Florida, the LIP Program provides federal funds to health care safety net providers for the costs of care to uninsured patients. The LIP funds are administered by the State's Agency for Health Care Administration (AHCA). Historically, these funds have been available to hospitals, rural health clinics, and federally qualified health centers (FQHCs).

In FY 17 Florida received \$607 million in LIP funds. This amount was significantly less than Florida had received in previous years, due to the State's decision not to expand Medicaid as part of the Affordable Care Act. As a result, Florida's LIP funding was limited to hospitals. In April 2017, Florida's LIP funds were increased to \$1.5 billion for FY 18.

This request for support to assist Bond and NMC to access LIP funding is essential to the following FY2017-FY2021 Strategic Initiative that the Board approved at the January 24, 2017 meeting:

- Continue County support of primary healthcare through participation in Carenet in order to increase access to affordable healthcare for those in need. (2016-34)

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

- (Q4) Support and promote access to basic and welfare services to our community members most in need.

### **Analysis:**

As FQHCs, Bond and NMC are both eligible for Florida's FY 18 LIP funds. While final amounts are being determined, as reflected in their respective letters, Bond is estimated to receive \$222,798 in LIP funds and NMC is estimated to receive \$199,404. Local match funding is required for the health care providers to access the funding. By supporting this request and leveraging County funds set aside for health care, the Board would access an additional \$422,202 to provide health care services for those in our community with the greatest need.

As previously stated, LIP funds are administered by AHCA. Letters of support and a commitment to provide funding must be submitted to AHCA by August 11. The matching funds match must be transferred to AHCA by October 31. AHCA would then transfer the LIP funds and the County's match funds to Bond and NMC. In previous fiscal years, the County has supported similar requests from Bond and NMC to facilitate access to LIP funds.

The Board has allocated \$1,323,768 through the Healthcare Pool in the proposed FY 18 budget with \$759,015 dedicate to primary care services. The County currently contracts with Bond and NMC to provide primary care services to uninsured and indigent residents. Currently, Bond and NMC are reimbursed at a rate of \$125 for each primary care patient visit. For the FY 18 contracts with NMC and Bond to be presented to the Board in September, the grant matching

funds would be treated as an advanced funding from the healthcare pool. Bond and NMC would still be required to fulfill all of the requirements and patient visits under the terms of the County's competitive reimbursement program in support of the grant matching funds. The County has used a similar approach in prior fiscal years to assist community primary health care providers to leverage state and federal grant opportunities.

**Options:**

1. Approve the request for letters of support and commitment to provide match funds of \$140,574 for Bond Community Health and \$126,953 for Neighborhood Medical Center, subject to adoption of the FY 18 budget.
2. Do not approve the request for letters of support and commitment to provide match funds for Bond Community Health Center.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Bond Community Health Center Request Letter
2. Neighborhood Medical Center Request Letter



## Bond Community Health Center, Inc.

---

June 27, 2017

Shington Lamy  
Director, Office of Human Services and  
Community Partnerships Health & Human Services  
LCBCC  
918 Railroad Avenue  
Tallahassee, Florida 32308

Dear Mr. Lamy,

Per our conversation, this letter is generated to request that the Leon County Board of County Commissioners provide a Letter of Commitment for cash matching funds to The Agency for Health Care Administration (AHCA) on behalf of Bond Community Health Center, Inc. so that Leon County residents may benefit fully from the Low Income Pool dollars that have been allocated for federally qualified health centers in Florida. As of April 2017, the estimated match required is \$140,574 (one hundred forty thousand, five hundred seventy-four). These funds, to be provided via an Intergovernmental Transfer will permit Bond to leverage \$222,798 to care for underserved residents of Leon County. Final calculations and ratifications of the contract are pending, however, we do not anticipate a large difference in the dollar amounts.

The completion of the contract is dependent upon the FQHCs acquiring a commitment that the needed local match dollars will be available. Please feel free to contact Mr. Andy Behrman, CEO of the Florida Association of Community Health Centers for other specific logistics.

Thanking you in advance for your continued support of the Bond Community Health Center, Inc. and consideration of this request.

Sincerely,

Temple O. Robinson, MD  
Chief Executive Officer

1720 South Gadsden Street • Tallahassee, FL 32301  
Telephone: 850.576.4073 • [www.bondchc.com](http://www.bondchc.com)



June 27, 2017

Shington Lamy  
Director  
Leon County Office of Human Services  
and Community Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32301

Mr. Lamy:

As a Federally Qualified Health Center Neighborhood Medical Center has the opportunity to participate in the Low Income Pool Funding. In order to participate in this process Neighborhood Medical Center must adhere to the Local IGT Requirement. This letter is to request a letter of support from the Leon County Board of County Commissioners to match funds that are to be drawn down from this fund. The Local IGT Requirement is \$126,953.00 which will allocate \$326,357 in Low Income Pool Funding.

Neighborhood Medical Center appreciates the partnership that we have the Leon County to provide primary care, dental services and mental health services to the residents of Leon County. Thank you in advance for your continuous support. If you need any further information please feel free to contact me.

Sincerely,

Jeanne' S. Freeman, MSP, MSW  
Chief Executive Officer  
Neighborhood Medical Center, Inc.

438 West Brevard Street  
Tallahassee, FL 32301  
850.224.2469 (Phone) 850.224.1139 (Fax)

**Leon County  
Board of County Commissioners  
Notes for Agenda Item #18**

# Leon County Board of County Commissioners

## Agenda Item #18

July 11, 2017

**To:** Honorable Chairman and Members of the Board

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

**Title:** Request to Schedule Two Public Hearings to Adopt a Proposed Ordinance Amending Section 10-6.819, Medical Marijuana Dispensing Facilities, for September 12 and October 10, 2017 at 6:00 p.m.

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Jessica M. Ierman, Assistant County Attorney Ryan Culpepper, Director, Development Services Shawna Martin, Principal Planner

### **Statement of Issue:**

This agenda item seeks to schedule two Public Hearings to adopt a proposed Ordinance amending Section 10-6.819, Medical Marijuana Dispensing Facilities, to comply with recent amended state legislation.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Request to schedule two Public Hearings to adopt a proposed Ordinance amending Section 10-6.819, Medical Marijuana Dispensing Facilities (Attachment #1), for September 12, and October 10, 2017 at 6:00 p.m.



Title: Request to Schedule Two Public Hearings to Adopt a Proposed Ordinance Amending Section 10-6.819, Medical Marijuana Dispensing Facilities, for September 12 and October 10, 2017 at 6:00 p.m.

July 11, 2017

Page 2 of 3

---

## **Report and Discussion**

### **Background:**

On May 9, 2017, the Board adopted Ordinance 17-06 to regulate the siting of medical marijuana dispensing facilities in the unincorporated area of Leon County. On June 9, 2017, the Florida Legislature passed Senate Bill (SB) 8-A (Attachment #2), implementing the Florida Medical Marijuana Legalization Initiative, known as Amendment 2.

Senate Bill 8-A significantly pre-empts local government in the regulation of cultivation, processing and delivery of medical marijuana. Additionally, the bill restricts the permitting and location standards for dispensing facilities and limits local government zoning regulations from being more restrictive than the regulations for pharmacies. The pre-emption language can be found on pages 50-52 of SB 8-A.

### **Analysis:**

As a result of SB 8-A, the County is required to amend the recently enacted Section 10-6.819 of the Leon County Code of Laws to comply with current pre-emption language. Pursuant to Section 10-6.819, the siting of medical marijuana dispensing facilities within the unincorporated area of Leon County imposes a distance separation requirement of 1,000 feet between other dispensing facilities, schools and religious facilities. Section 10-6.819 also requires dispensing facilities undergo review, at a minimum, through the Administrative Streamlined Application Process (ASAP).

SB 8-A pre-empts a local government from enacting ordinances for permitting or determining the location of dispensing facilities that are more restrictive than its ordinances for pharmacies, except that no dispensing facility may be permitted within 500 feet of a school (public or private). As such, the County must amend Section 10-6.819 to comply with recent legislation by:

- Eliminating the 1,000 foot separation requirement between a proposed dispensing facility and other dispensing facilities;
- Eliminating the 1,000 foot separation requirement between a proposed dispensing facility and religious facilities;
- Reducing the 1,000 foot separation requirement between a proposed dispensing facility and schools (public and private) to 500 feet; and
- Removing the requirement that a proposed dispensing facility shall be reviewed, at a minimum, through the ASAP site and development plan process.

Although a minimum ASAP review is no longer permissible under recent legislation, dispensing facilities will continue to be subject to the procedures for review and approval of site and development plans outlined in Chapter 10, Article VII, Division 4. These proposed amendments to Section 10-6.819 comply with the legislative requirement that dispensing facilities be

Title: Request to Schedule Two Public Hearings to Adopt a Proposed Ordinance Amending Section 10-6.819, Medical Marijuana Dispensing Facilities, for September 12 and October 10, 2017 at 6:00 p.m.

July 11, 2017

Page 3 of 3

---

permitted no stricter than pharmacies. Pharmacies are categorized under drug stores or commercial retail uses in the County's Land Development Regulations.

**Options:**

1. Schedule the two Public Hearings to adopt a proposed Ordinance amending Section 10-6.819, Medical Marijuana Dispensing Facilities (Attachment #1), for September 12, and October 10, 2017 at 6:00 p.m.
2. Do not schedule the two Public Hearings to adopt a proposed Ordinance amending Section 10-6.819, Medical Marijuana Dispensing Facilities, for September 12, and October 10, 2017 at 6:00 p.m.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Ordinance
2. Senate Bill 8-A

ORDINANCE NO. 17- \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY  
COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING  
SECTION 10-6.819 ENTITLED "MEDICAL MARIJUANA  
DISPENSING FACILITIES"; PROVIDING FOR CONFLICTS;  
PROVIDING FOR SEVERABILITY; AND PROVIDING AN  
EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted legislation allowing marijuana for medical uses;  
and

WHEREAS, the Florida Constitution was amended to legalize the use of medical marijuana;  
and

WHEREAS, the State, through the Department of Health, has enacted a comprehensive  
regulatory framework for the cultivation, processing, transporting, and dispensing of medical  
marijuana; and

WHEREAS, the State held a Special Session in June 2017, and passed Senate Bill 8-A  
entitled Medical Use of Marijuana, which changed the regulatory structure of medical marijuana;  
and,

WHEREAS, the State preempts all matters regarding the regulation of cultivation,  
processing and delivery of medical marijuana, including the number and location of such  
facilities; and

WHEREAS, the State restricts permitting and location regulations of dispensing facilities  
from being more restrictive than ordinances regulating the permitting or location of pharmacies,  
with the exception of requiring a 500 foot distance separation from schools; and

WHEREAS, for the purposes of this Ordinance, a pharmacy shall be considered a type of  
drug store and are allowed in the same zoning districts as drug stores; and

WHEREAS, it is not the purpose or intent of this ordinance to restrict or deny access to  
medical marijuana as permitted by State law, but instead to enact reasonable zoning regulations  
to protect the public health, safety, and welfare.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY,  
FLORIDA, that:

**SECTION 1.** Section 10-6.819 entitled "Medical Marijuana Dispensing Facilities," is hereby  
amended to read as follows:

**Section 10-6.819. Medical Marijuana Dispensing Facilities**

(a) *Purpose and Intent.* The purpose of this section is to establish requirements that regulate  
the sale of cannabis to ensure a supply of cannabis to patients who qualify to obtain,  
possess and use cannabis, pursuant to state law, while promoting compliance with other  
state laws that regulate cannabis. Nothing in this section is intended to promote or condone

the sale, distribution, possession, or use of cannabis for recreational purposes or in violation of applicable state laws.

- (b) *Definitions.* Unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this section its most effective application.

*Cannabis* has the same meaning given to it by Section 893.02(3), Florida Statutes, and shall include all forms of medical cannabis. The terms cannabis and medical marijuana shall be interchangeable for the purpose of this section.

*Derivative products* shall mean products derived from cannabis, including but not limited to cannabis oil or consumable products, such as but not limited to food, teas, tinctures, aerosols, oils, or ointments.

*Dispensing organization* is an organization authorized by the state to cultivate, process, transport, and dispense low-THC cannabis or medical cannabis.

*Medical marijuana cultivation facility* is any area or facility used for cultivation of cannabis and medical marijuana as authorized by the state.

*Medical marijuana dispensing facility* is the retail sales component of a dispensing organization or *Medical Marijuana Treatment Center* authorized by the state to dispense medical marijuana, but does not include cultivation, processing or distribution facilities of medical marijuana.

*Medical marijuana processing facility* is any area or facility used for processing of derivative products as authorized by the state.

*Medical marijuana treatment center (MMTC)* is an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers, and is registered by the state.

- (c) *Zoning and Location Requirements.*

(1) Medical marijuana dispensing facilities, for the purposes of zoning, shall be permissible uses in any zoning district that allows drug stores or retail commercial.

(2) Medical marijuana dispensing facilities shall be located, at a minimum, 4,000 500 feet from any other medical marijuana dispensing facility and, at a minimum, 1,000 feet from any existing school (public or private) or religious facility. Measurements shall be made from the nearest property line of the school or religious facility to the nearest property line of the medical marijuana dispensing facility. If the medical marijuana dispensing facility is located in a multi-tenant building, the distance shall be measured from the nearest property line of the school or religious facility to the nearest line of the leasehold or other space actually controlled or occupied by a medical marijuana dispensing facility.

(d) *Development Review Process.* A medical marijuana dispensing facility shall be subject to the procedures for review and approval of site and development plans outlined in Chapter 10, Article VII, Division 4., ~~as well as the supplemental requirements outlined below:~~

~~(4) A permitted use verification certificate, pursuant to Section 10-7.402(1), shall be required for the siting of all medical marijuana dispensing facilities. A permitted use verification certificate is not a development order and shall not be the basis for any claims of estoppel or vesting against any land development regulations or zoning regulations which may be adopted on or after the date of the permitted use verification application and/or certificate. The following supplemental information and documentation shall be submitted for review along with the permitted use verification application to verify the compliance with Florida Statutes:~~

- ~~a. A narrative which details the scope of the project;~~
- ~~b. If a new building or structure is being proposed, a sketch of the proposed layout of the site;~~
- ~~c. (1) Maps and other data that support the requirement for 4,000 500 foot separation; and~~
- ~~d. (2) A copy of the authorization issued by the State of Florida, Department of Health, to operate a medical marijuana dispensing facility.~~

~~(2) At a minimum, a medical marijuana dispensing facility will require review through the Administrative Streamlined Application Process (ASAP), pursuant to Section 10-7.402(7)(c). The siting of a facility shall only be established by the approval of a development order. The following supplemental information and documentation shall be submitted for review along with a site plan application:~~

- ~~a. A permitted use verification that has been issued as eligible or conditional within the last 90 days;~~
- ~~b. Maps and other data that support the requirement for 1,000 foot separation; and~~
- ~~c. A copy of the authorization issued by the State of Florida, Department of Health, to operate a medical marijuana dispensing facility.~~

(e) *Parking.* Parking for medical marijuana dispensing facilities shall be calculated using the existing parking requirements for general retail uses, as established in Section 10, Article VII, Division 5 and associated Schedule 6-2.

(f) *No county liability; indemnification; no defense.*

(1) By accepting a development order issued pursuant to this section, the medical marijuana dispensing organization waives any claim concerning, and releases the county, its officers, elected officials, employees, attorneys and agents from any liability for injuries or damages of any kind that result from any arrests or prosecutions of owners, managers, employees, operators, clients or customers of

the dispensing organization for a violation of state or federal laws, rules, or regulations.

(2) By accepting a development order issued pursuant to this section, the dispensing organization agrees to indemnify, defend, and hold harmless the county, its officers, elected officials, employees, attorneys, agents, and insurers against all liability, claims, and demands on account of any injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, diseases, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of the dispensing organization that is subject to the development order.

(3) The issuance of a development order pursuant to this section shall not be deemed to create an exception, defense, or immunity for any person in regard to any potential criminal liability the person may have under state or federal law for the acquisition, cultivation, possession, processing, transferring, transportation, selling, distribution, dispensing, or administration of marijuana or products containing marijuana.

**SECTION 2. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

**SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 4. Effective date.** This ordinance shall be effective according to law.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017.

LEON COUNTY, FLORIDA

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

1 ATTEST:  
2 GWENDOLYN MARSHALL, CLERK OF THE COURT  
3 AND COMPTROLLER  
4 LEON COUNTY, FLORIDA  
5  
6

7 BY: \_\_\_\_\_  
8

9 APPROVED AS TO FORM:  
10 LEON COUNTY ATTORNEY'S OFFICE  
11

12  
13 BY: \_\_\_\_\_  
14 HERBERT W.A. THIELE, ESQ.  
15 COUNTY ATTORNEY



20178Ae2

1 A bill to be entitled  
2 An act relating to medical use of marijuana; providing  
3 legislative intent; amending s. 212.08, F.S.;  
4 providing an exemption from the state tax on sales,  
5 use, and other transactions for marijuana and  
6 marijuana delivery devices used for medical purposes;  
7 amending s. 381.986, F.S.; providing, revising, and  
8 deleting definitions; providing qualifying medical  
9 conditions for a patient to be eligible to receive  
10 marijuana or a marijuana delivery device; providing  
11 requirements for designating a qualified physician or  
12 medical director; providing criteria for certification  
13 of a patient for medical marijuana treatment by a  
14 qualified physician; providing for certain patients  
15 registered with the medical marijuana use registry to  
16 be deemed qualified; requiring the Department of  
17 Health to monitor physician registration and  
18 certifications in the medical marijuana use registry;  
19 requiring the Board of Medicine and the Board of  
20 Osteopathic Medicine to create a physician  
21 certification pattern review panel; providing  
22 rulemaking authority to the department and the boards;  
23 requiring the department to establish a medical  
24 marijuana use registry; specifying entities and  
25 persons who have access to the registry; providing  
26 requirements for registration of, and maintenance of  
27 registered status by, qualified patients and  
28 caregivers; providing criteria for nonresidents to  
29 prove residency for registration as a qualified

20178Ae2

30 patient; defining the term "seasonal resident";  
31 authorizing the department to suspend or revoke the  
32 registration of a patient or caregiver under certain  
33 circumstances; providing requirements for the issuance  
34 of medical marijuana use registry identification  
35 cards; requiring the department to issue licenses to a  
36 certain number of medical marijuana treatment centers;  
37 providing for license renewal and revocation;  
38 providing conditions for change of ownership;  
39 providing for continuance of certain entities  
40 authorized to dispense low-THC cannabis, medical  
41 cannabis, and cannabis delivery devices; requiring a  
42 medical marijuana treatment center to comply with  
43 certain standards in the production and distribution  
44 of edibles; requiring the department to establish,  
45 maintain, and control a computer seed-to-sale  
46 marijuana tracking system; requiring background  
47 screening of owners, officers, board members, and  
48 managers of medical marijuana treatment centers;  
49 requiring the department to establish protocols and  
50 procedures for operation, conduct periodic  
51 inspections, and restrict location of medical  
52 marijuana treatment centers; providing a limit on  
53 county and municipal permit fees; authorizing counties  
54 and municipalities to determine the location of  
55 medical marijuana treatment centers by ordinance under  
56 certain conditions; providing penalties; authorizing  
57 the department to impose sanctions on persons or  
58 entities engaging in unlicensed activities; providing

20178Ae2

that a person is not exempt from prosecution for certain offenses and is not relieved from certain requirements of law under certain circumstances; providing for certain school personnel to possess marijuana pursuant to certain established policies and procedures; providing that certain research institutions may possess, test, transport, and dispose of marijuana subject to certain conditions; providing applicability; amending ss. 458.331 and 459.015, F.S.; providing additional acts by a physician or an osteopathic physician which constitute grounds for denial of a license or disciplinary action to which penalties apply; creating s. 381.988, F.S.; providing for the establishment of medical marijuana testing laboratories; requiring the Department of Health, in collaboration with the Department of Agriculture and Consumer Services and the Department of Environmental Protection, to develop certification standards and rules; providing limitations on the acquisition and distribution of marijuana by a testing laboratory; providing an exception for transfer of marijuana under certain conditions; requiring a testing laboratory to use a department-selected computer tracking system; providing grounds for disciplinary and administrative action; authorizing the department to refuse to issue or renew, or suspend or revoke, a testing laboratory license; creating s. 381.989, F.S.; defining terms; directing the department and the Department of Highway Safety and Motor Vehicles to institute public

20178Ae2

education campaigns relating to cannabis and marijuana and impaired driving; requiring evaluations of public education campaigns; authorizing the department and the Department of Highway Safety and Motor Vehicles to contract with vendors to implement and evaluate the campaigns; amending ss. 385.211, 499.0295, and 893.02, F.S.; conforming provisions to changes made by the act; creating s. 1004.4351, F.S.; providing a short title; providing legislative findings; defining terms; establishing the Coalition for Medical Marijuana Research and Education within the H. Lee Moffitt Cancer Center and Research Institute, Inc.; providing a purpose for the coalition; establishing the Medical Marijuana Research and Education Board to direct the operations of the coalition; providing for the appointment of board members; providing for terms of office, reimbursement for certain expenses, and meetings of the board; authorizing the board to appoint a coalition director; prescribing the duties of the coalition director; requiring the board to advise specified entities and officials regarding medical marijuana research and education in this state; requiring the board to annually adopt a Medical Marijuana Research and Education Plan; providing requirements for the plan; requiring the board to issue an annual report to the Governor and the Legislature by a specified date; requiring the Department of Health to submit reports to the board containing specified data; specifying responsibilities

20178Ae2

of the H. Lee Moffitt Cancer Center and Research Institute, Inc.; amending s. 1004.441, F.S.; revising definition; amending s. 1006.062, F.S.; requiring district school boards to adopt policies and procedures for access to medical marijuana by qualified patients who are students; providing emergency rulemaking authority; providing for venue for a cause of action against the department; providing for defense against certain causes of action; directing the Department of Law Enforcement to develop training for law enforcement officers and agencies; amending s. 385.212, F.S.; renaming the department's Office of Compassionate Use; providing severability; providing a directive to the Division of Law Revision and Information; providing appropriations; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Legislative intent.—It is the intent of the Legislature to implement s. 29, Article X of the State Constitution by creating a unified regulatory structure. If s. 29, Article X of the State Constitution is amended or a constitutional amendment related to cannabis or marijuana is adopted, this act shall expire 6 months after the effective date of such amendment.

Section 2. Present paragraph (1) of subsection (2) of section 212.08, Florida Statutes, is redesignated as paragraph (m), and a new paragraph (1) is added to that subsection, to

20178Ae2

146 read:

147 212.08 Sales, rental, use, consumption, distribution, and  
148 storage tax; specified exemptions.—The sale at retail, the  
149 rental, the use, the consumption, the distribution, and the  
150 storage to be used or consumed in this state of the following  
151 are hereby specifically exempt from the tax imposed by this  
152 chapter.

153 (2) EXEMPTIONS; MEDICAL.—

154 (1) Marijuana and marijuana delivery devices, as defined in  
155 s. 381.986, are exempt from the taxes imposed under this  
156 chapter.

157 Section 3. Section 381.986, Florida Statutes, is amended to  
158 read:

159 (Substantial rewording of section. See

160 s. 381.986, F.S., for present text.)

161 381.986 Medical use of marijuana.—

162 (1) DEFINITIONS.—As used in this section, the term:

163 (a) "Caregiver" means a resident of this state who has  
164 agreed to assist with a qualified patient's medical use of  
165 marijuana, has a caregiver identification card, and meets the  
166 requirements of subsection (6).

167 (b) "Chronic nonmalignant pain" means pain that is caused  
168 by a qualifying medical condition or that originates from a  
169 qualifying medical condition and persists beyond the usual  
170 course of that qualifying medical condition.

171 (c) "Close relative" means a spouse, parent, sibling,  
172 grandparent, child, or grandchild, whether related by whole or  
173 half blood, by marriage, or by adoption.

174 (d) "Edibles" means commercially produced food items made

20178Ae2

with marijuana oil, but no other form of marijuana, that are produced and dispensed by a medical marijuana treatment center.

(e) "Low-THC cannabis" means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed from a medical marijuana treatment center.

(f) "Marijuana" means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including low-THC cannabis, which are dispensed from a medical marijuana treatment center for medical use by a qualified patient.

(g) "Marijuana delivery device" means an object used, intended for use, or designed for use in preparing, storing, ingesting, inhaling, or otherwise introducing marijuana into the human body, and which is dispensed from a medical marijuana treatment center for medical use by a qualified patient.

(h) "Marijuana testing laboratory" means a facility that collects and analyzes marijuana samples from a medical marijuana treatment center and has been certified by the department pursuant to s. 381.988.

(i) "Medical director" means a person who holds an active, unrestricted license as an allopathic physician under chapter 458 or osteopathic physician under chapter 459 and is in



20178Ae2

204 compliance with the requirements of paragraph (3)(c).

205 (j) "Medical use" means the acquisition, possession, use,  
206 delivery, transfer, or administration of marijuana authorized by  
207 a physician certification. The term does not include:

208 1. Possession, use, or administration of marijuana that was  
209 not purchased or acquired from a medical marijuana treatment  
210 center.

211 2. Possession, use, or administration of marijuana in a  
212 form for smoking, in the form of commercially produced food  
213 items other than edibles, or of marijuana seeds or flower,  
214 except for flower in a sealed, tamper-proof receptacle for  
215 vaping.

216 3. Use or administration of any form or amount of marijuana  
217 in a manner that is inconsistent with the qualified physician's  
218 directions or physician certification.

219 4. Transfer of marijuana to a person other than the  
220 qualified patient for whom it was authorized or the qualified  
221 patient's caregiver on behalf of the qualified patient.

222 5. Use or administration of marijuana in the following  
223 locations:

224 a. On any form of public transportation, except for low-THC  
225 cannabis.

226 b. In any public place, except for low-THC cannabis.

227 c. In a qualified patient's place of employment, except  
228 when permitted by his or her employer.

229 d. In a state correctional institution, as defined in s.  
230 944.02, or a correctional institution, as defined in s. 944.241.

231 e. On the grounds of a preschool, primary school, or  
232 secondary school, except as provided in s. 1006.062.

20178Ae2

233 f. In a school bus, a vehicle, an aircraft, or a motorboat,  
234 except for low-THC cannabis.

235 (k) "Physician certification" means a qualified physician's  
236 authorization for a qualified patient to receive marijuana and a  
237 marijuana delivery device from a medical marijuana treatment  
238 center.

239 (l) "Qualified patient" means a resident of this state who  
240 has been added to the medical marijuana use registry by a  
241 qualified physician to receive marijuana or a marijuana delivery  
242 device for a medical use and who has a qualified patient  
243 identification card.

244 (m) "Qualified physician" means a person who holds an  
245 active, unrestricted license as an allopathic physician under  
246 chapter 458 or as an osteopathic physician under chapter 459 and  
247 is in compliance with the physician education requirements of  
248 subsection (3).

249 (n) "Smoking" means burning or igniting a substance and  
250 inhaling the smoke.

251 (o) "Terminal condition" means a progressive disease or  
252 medical or surgical condition that causes significant functional  
253 impairment, is not considered by a treating physician to be  
254 reversible without the administration of life-sustaining  
255 procedures, and will result in death within 1 year after  
256 diagnosis if the condition runs its normal course.

257 (2) QUALIFYING MEDICAL CONDITIONS.—A patient must be  
258 diagnosed with at least one of the following conditions to  
259 qualify to receive marijuana or a marijuana delivery device:

260 (a) Cancer.

261 (b) Epilepsy.

20178Ae2

(c) Glaucoma.

(d) Positive status for human immunodeficiency virus.

(e) Acquired immune deficiency syndrome.

(f) Post-traumatic stress disorder.

(g) Amyotrophic lateral sclerosis.

(h) Crohn's disease.

(i) Parkinson's disease.

(j) Multiple sclerosis.

(k) Medical conditions of the same kind or class as or comparable to those enumerated in paragraphs (a)-(j).

(l) A terminal condition diagnosed by a physician other than the qualified physician issuing the physician certification.

(m) Chronic nonmalignant pain.

(3) QUALIFIED PHYSICIANS AND MEDICAL DIRECTORS.—

(a) Before being approved as a qualified physician, as defined in paragraph (1)(m), and before each license renewal, a physician must successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompass the requirements of this section and any rules adopted hereunder. The course and examination shall be administered at least annually and may be offered in a distance learning format, including an electronic, online format that is available upon request. The price of the course may not exceed \$500. A physician who has met the physician education requirements of former s. 381.986(4), Florida Statutes 2016, before the effective date of this section, shall be deemed to be in compliance with this paragraph from the effective date of this

20178Ae2

act until 90 days after the course and examination required by this paragraph become available.

(b) A qualified physician may not be employed by, or have any direct or indirect economic interest in, a medical marijuana treatment center or marijuana testing laboratory.

(c) Before being employed as a medical director, as defined in paragraph (1)(i), and before each license renewal, a medical director must successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompass the requirements of this section and any rules adopted hereunder. The course and examination shall be administered at least annually and may be offered in a distance learning format, including an electronic, online format that is available upon request. The price of the course may not exceed \$500.

(4) PHYSICIAN CERTIFICATION.—

(a) A qualified physician may issue a physician certification only if the qualified physician:

1. Conducted a physical examination while physically present in the same room as the patient and a full assessment of the medical history of the patient.

2. Diagnosed the patient with at least one qualifying medical condition.

3. Determined that the medical use of marijuana would likely outweigh the potential health risks for the patient, and such determination must be documented in the patient's medical record. If a patient is younger than 18 years of age, a second physician must concur with this determination, and such concurrence must be documented in the patient's medical record.

20178Ae2

320 4. Determined whether the patient is pregnant and  
321 documented such determination in the patient's medical record. A  
322 physician may not issue a physician certification, except for  
323 low-THC cannabis, to a patient who is pregnant.

324 5. Reviewed the patient's controlled drug prescription  
325 history in the prescription drug monitoring program database  
326 established pursuant to s. 893.055.

327 6. Reviews the medical marijuana use registry and confirmed  
328 that the patient does not have an active physician certification  
329 from another qualified physician.

330 7. Registers as the issuer of the physician certification  
331 for the named qualified patient on the medical marijuana use  
332 registry in an electronic manner determined by the department,  
333 and:

334 a. Enters into the registry the contents of the physician  
335 certification, including the patient's qualifying condition and  
336 the dosage not to exceed the daily dose amount determined by the  
337 department, the amount and forms of marijuana authorized for the  
338 patient, and any types of marijuana delivery devices needed by  
339 the patient for the medical use of marijuana.

340 b. Updates the registry within 7 days after any change is  
341 made to the original physician certification to reflect such  
342 change.

343 c. Deactivates the registration of the qualified patient  
344 and the patient's caregiver when the physician no longer  
345 recommends the medical use of marijuana for the patient.

346 8. Obtains the voluntary and informed written consent of  
347 the patient for medical use of marijuana each time the qualified  
348 physician issues a physician certification for the patient,

20178Ae2

349 which shall be maintained in the patient's medical record. The  
350 patient, or the patient's parent or legal guardian if the  
351 patient is a minor, must sign the informed consent acknowledging  
352 that the qualified physician has sufficiently explained its  
353 content. The qualified physician must use a standardized  
354 informed consent form adopted in rule by the Board of Medicine  
355 and the Board of Osteopathic Medicine, which must include, at a  
356 minimum, information related to:

357 a. The Federal Government's classification of marijuana as  
358 a Schedule I controlled substance.

359 b. The approval and oversight status of marijuana by the  
360 Food and Drug Administration.

361 c. The current state of research on the efficacy of  
362 marijuana to treat the qualifying conditions set forth in this  
363 section.

364 d. The potential for addiction.

365 e. The potential effect that marijuana may have on a  
366 patient's coordination, motor skills, and cognition, including a  
367 warning against operating heavy machinery, operating a motor  
368 vehicle, or engaging in activities that require a person to be  
369 alert or respond quickly.

370 f. The potential side effects of marijuana use.

371 g. The risks, benefits, and drug interactions of marijuana.

372 h. That the patient's de-identified health information  
373 contained in the physician certification and medical marijuana  
374 use registry may be used for research purposes.

375 (b) If a qualified physician issues a physician  
376 certification for a qualified patient diagnosed with a  
377 qualifying medical condition pursuant to paragraph (2)(k), the

20178Ae2

physician must submit the following to the applicable board within 14 days after issuing the physician certification:

1. Documentation supporting the qualified physician's opinion that the medical condition is of the same kind or class as the conditions in paragraphs (2) (a)-(j).

2. Documentation that establishes the efficacy of marijuana as treatment for the condition.

3. Documentation supporting the qualified physician's opinion that the benefits of medical use of marijuana would likely outweigh the potential health risks for the patient.

4. Any other documentation as required by board rule.

The department must submit such documentation to the Coalition for Medical Marijuana Research and Education established pursuant to s. 1004.4351.

(c) A qualified physician may not issue a physician certification for more than three 70-day supply limits of marijuana. The department shall quantify by rule a daily dose amount with equivalent dose amounts for each allowable form of marijuana dispensed by a medical marijuana treatment center. The department shall use the daily dose amount to calculate a 70-day supply.

1. A qualified physician may request an exception to the daily dose amount limit. The request shall be made electronically on a form adopted by the department in rule and must include, at a minimum:

a. The qualified patient's qualifying medical condition.

b. The dosage and route of administration that was insufficient to provide relief to the qualified patient.



20178Ae2

407 c. A description of how the patient will benefit from an  
408 increased amount.

409 d. The minimum daily dose amount of marijuana that would be  
410 sufficient for the treatment of the qualified patient's  
411 qualifying medical condition.

412 2. A qualified physician must provide the qualified  
413 patient's records upon the request of the department.

414 3. The department shall approve or disapprove the request  
415 within 14 days after receipt of the complete documentation  
416 required by this paragraph. The request shall be deemed approved  
417 if the department fails to act within this time period.

418 (d) A qualified physician must evaluate an existing  
419 qualified patient at least once every 30 weeks before issuing a  
420 new physician certification. A physician must:

421 1. Determine if the patient still meets the requirements to  
422 be issued a physician certification under paragraph (a).

423 2. Identify and document in the qualified patient's medical  
424 records whether the qualified patient experienced either of the  
425 following related to the medical use of marijuana:

426 a. An adverse drug interaction with any prescription or  
427 nonprescription medication; or

428 b. A reduction in the use of, or dependence on, other types  
429 of controlled substances as defined in s. 893.02.

430 3. Submit a report with the findings required pursuant to  
431 subparagraph 2. to the department. The department shall submit  
432 such reports to the Coalition for Medical Marijuana Research and  
433 Education established pursuant to s. 1004.4351.

434 (e) An active order for low-THC cannabis or medical  
435 cannabis issued pursuant to former s. 381.986, Florida Statutes

20178Ae2

2016, and registered with the compassionate use registry before the effective date of this section, is deemed a physician certification, and all patients possessing such orders are deemed qualified patients until the department begins issuing medical marijuana use registry identification cards.

(f) The department shall monitor physician registration in the medical marijuana use registry and the issuance of physician certifications for practices that could facilitate unlawful diversion or misuse of marijuana or a marijuana delivery device and shall take disciplinary action as appropriate.

(g) The Board of Medicine and the Board of Osteopathic Medicine shall jointly create a physician certification pattern review panel that shall review all physician certifications submitted to the medical marijuana use registry. The panel shall track and report the number of physician certifications and the qualifying medical conditions, dosage, supply amount, and form of marijuana certified. The panel shall report the data both by individual qualified physician and in the aggregate, by county, and statewide. The physician certification pattern review panel shall, beginning January 1, 2018, submit an annual report of its findings and recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

(h) The department, the Board of Medicine, and the Board of Osteopathic Medicine may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(5) MEDICAL MARIJUANA USE REGISTRY.—

(a) The department shall create and maintain a secure, electronic, and online medical marijuana use registry for physicians, patients, and caregivers as provided under this

20178Ae2

section. The medical marijuana use registry must be accessible to law enforcement agencies, qualified physicians, and medical marijuana treatment centers to verify the authorization of a qualified patient or a caregiver to possess marijuana or a marijuana delivery device and record the marijuana or marijuana delivery device dispensed. The medical marijuana use registry must also be accessible to practitioners licensed to prescribe prescription drugs to ensure proper care for patients before medications that may interact with the medical use of marijuana are prescribed. The medical marijuana use registry must prevent an active registration of a qualified patient by multiple physicians.

(b) The department shall determine whether an individual is a resident of this state for the purpose of registration of qualified patients and caregivers in the medical marijuana use registry. To prove residency:

1. An adult resident must provide the department with a copy of his or her valid Florida driver license issued under s. 322.18 or a copy of a valid Florida identification card issued under s. 322.051.

2. An adult seasonal resident who cannot meet the requirements of subparagraph 1. may provide the department with a copy of two of the following that show proof of residential address:

a. A deed, mortgage, monthly mortgage statement, mortgage payment booklet or residential rental or lease agreement.

b. One proof of residential address from the seasonal resident's parent, step-parent, legal guardian or other person with whom the seasonal resident resides and a statement from the

20178Ae2

person with whom the seasonal resident resides stating that the seasonal resident does reside with him or her.

c. A utility hookup or work order dated within 60 days before registration in the medical use registry.

d. A utility bill, not more than 2 months old.

e. Mail from a financial institution, including checking, savings, or investment account statements, not more than 2 months old.

f. Mail from a federal, state, county, or municipal government agency, not more than 2 months old.

g. Any other documentation that provides proof of residential address as determined by department rule.

3. A minor must provide the department with a certified copy of a birth certificate or a current record of registration from a Florida K-12 school and must have a parent or legal guardian who meets the requirements of subparagraph 1.

For the purposes of this paragraph, the term "seasonal resident" means any person who temporarily resides in this state for a period of at least 31 consecutive days in each calendar year, maintains a temporary residence in this state, returns to the state or jurisdiction of his or her residence at least one time during each calendar year, and is registered to vote or pays income tax in another state or jurisdiction.

(c) The department may suspend or revoke the registration of a qualified patient or caregiver if the qualified patient or caregiver:

1. Provides misleading, incorrect, false, or fraudulent information to the department;

20178Ae2

523 2. Obtains a supply of marijuana in an amount greater than  
524 the amount authorized by the physician certification;

525 3. Falsifies, alters, or otherwise modifies an  
526 identification card;

527 4. Fails to timely notify the department of any changes to  
528 his or her qualified patient status; or

529 5. Violates the requirements of this section or any rule  
530 adopted under this section.

531 (d) The department shall immediately suspend the  
532 registration of a qualified patient charged with a violation of  
533 chapter 893 until final disposition of any alleged offense.  
534 Thereafter, the department may extend the suspension, revoke the  
535 registration, or reinstate the registration.

536 (e) The department shall immediately suspend the  
537 registration of any caregiver charged with a violation of  
538 chapter 893 until final disposition of any alleged offense. The  
539 department shall revoke a caregiver registration if the  
540 caregiver does not meet the requirements of subparagraph  
541 (6) (b) 6.

542 (f) The department may revoke the registration of a  
543 qualified patient or caregiver who cultivates marijuana or who  
544 acquires, possesses, or delivers marijuana from any person or  
545 entity other than a medical marijuana treatment center.

546 (g) The department shall revoke the registration of a  
547 qualified patient, and the patient's associated caregiver, upon  
548 notification that the patient no longer meets the criteria of a  
549 qualified patient.

550 (h) The department may adopt rules pursuant to ss.  
551 120.536(1) and 120.54 to implement this subsection.

20178Ae2

(6) CAREGIVERS.—

(a) The department must register an individual as a caregiver on the medical marijuana use registry and issue a caregiver identification card if an individual designated by a qualified patient meets all of the requirements of this subsection and department rule.

(b) A caregiver must:

1. Not be a qualified physician and not be employed by or have an economic interest in a medical marijuana treatment center or a marijuana testing laboratory.

2. Be 21 years of age or older and a resident of this state.

3. Agree in writing to assist with the qualified patient's medical use of marijuana.

4. Be registered in the medical marijuana use registry as a caregiver for no more than one qualified patient, except as provided in this paragraph.

5. Successfully complete a caregiver certification course developed and administered by the department or its designee, which must be renewed biennially. The price of the course may not exceed \$100.

6. Pass a background screening pursuant to subsection (9), unless the patient is a close relative of the caregiver.

(c) A qualified patient may designate no more than one caregiver to assist with the qualified patient's medical use of marijuana, unless:

1. The qualified patient is a minor and the designated caregivers are parents or legal guardians of the qualified patient;

20178Ae2

2. The qualified patient is an adult who has an intellectual or developmental disability that prevents the patient from being able to protect or care for himself or herself without assistance or supervision and the designated caregivers are the parents or legal guardians of the qualified patient; or

3. The qualified patient is admitted to a hospice program.  
(d) A caregiver may be registered in the medical marijuana use registry as a designated caregiver for no more than one qualified patient, unless:

1. The caregiver is a parent or legal guardian of more than one minor who is a qualified patient;

2. The caregiver is a parent or legal guardian of more than one adult who is a qualified patient and who has an intellectual or developmental disability that prevents the patient from being able to protect or care for himself or herself without assistance or supervision; or

3. All qualified patients the caregiver has agreed to assist are admitted to a hospice program and have requested the assistance of that caregiver with the medical use of marijuana; the caregiver is an employee of the hospice; and the caregiver provides personal care or other services directly to clients of the hospice in the scope of that employment.

(e) A caregiver may not receive compensation, other than actual expenses incurred, for any services provided to the qualified patient.

(f) If a qualified patient is younger than 18 years of age, only a caregiver may purchase or administer marijuana for medical use by the qualified patient. The qualified patient may



20178Ae2

not purchase marijuana.

(g) A caregiver must be in immediate possession of his or her medical marijuana use registry identification card at all times when in possession of marijuana or a marijuana delivery device and must present his or her medical marijuana use registry identification card upon the request of a law enforcement officer.

(h) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(7) IDENTIFICATION CARDS.—

(a) The department shall issue medical marijuana use registry identification cards for qualified patients and caregivers who are residents of this state, which must be renewed annually. The identification cards must be resistant to counterfeiting and tampering and must include, at a minimum, the following:

1. The name, address, and date of birth of the qualified patient or caregiver.

2. A full-face, passport-type, color photograph of the qualified patient or caregiver taken within the 90 days immediately preceding registration or the Florida driver license or Florida identification card photograph of the qualified patient or caregiver obtained directly from the Department of Highway Safety and Motor Vehicles.

3. Identification as a qualified patient or a caregiver.

4. The unique numeric identifier used for the qualified patient in the medical marijuana use registry.

5. For a caregiver, the name and unique numeric identifier of the caregiver and the qualified patient or patients that the

20178Ae2

caregiver is assisting.

6. The expiration date of the identification card.

(b) The department must receive written consent from a qualified patient's parent or legal guardian before it may issue an identification card to a qualified patient who is a minor.

(c) The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing procedures for the issuance, renewal, suspension, replacement, surrender, and revocation of medical marijuana use registry identification cards pursuant to this section and shall begin issuing qualified patient identification cards by October 3, 2017.

(d) Applications for identification cards must be submitted on a form prescribed by the department. The department may charge a reasonable fee associated with the issuance, replacement, and renewal of identification cards. The department shall allocate \$10 of the identification card fee to the Division of Research at Florida Agricultural and Mechanical University for the purpose of educating minorities about marijuana for medical use and the impact of the unlawful use of marijuana on minority communities. The department shall contract with a third-party vendor to issue identification cards. The vendor selected by the department must have experience performing similar functions for other state agencies.

(e) A qualified patient or caregiver shall return his or her identification card to the department within 5 business days after revocation.

(8) MEDICAL MARIJUANA TREATMENT CENTERS.—

(a) The department shall license medical marijuana treatment centers to ensure reasonable statewide accessibility

20178Ae2

and availability as necessary for qualified patients registered  
in the medical marijuana use registry and who are issued a  
physician certification under this section.

1. As soon as practicable, but no later than July 3, 2017,  
the department shall license as a medical marijuana treatment  
center any entity that holds an active, unrestricted license to  
cultivate, process, transport, and dispense low-THC cannabis,  
medical cannabis, and cannabis delivery devices, under former s.  
381.986, Florida Statutes 2016, before July 1, 2017, and which  
meets the requirements of this section. In addition to the  
authority granted under this section, these entities are  
authorized to dispense low-THC cannabis, medical cannabis, and  
cannabis delivery devices ordered pursuant to former s. 381.986,  
Florida Statutes 2016, which were entered into the compassionate  
use registry before July 1, 2017, and are authorized to begin  
dispensing marijuana under this section on July 3, 2017. The  
department may grant variances from the representations made in  
such an entity's original application for approval under former  
s. 381.986, Florida Statutes 2014, pursuant to paragraph (e).  
Within 12 months, all processing facilities of medical marijuana  
treatment centers licensed subject to this paragraph shall pass  
a Food Safety Good Manufacturing Practices, such as Global Food  
Safety Initiative or equivalent, inspection by a nationally  
accredited certifying body. A medical marijuana treatment center  
that fails to meet this requirement must immediately stop all  
processing until it provides notice to the department that these  
standards have been met.

2. The department shall license as medical marijuana  
treatment centers 10 applicants that meet the requirements of

20178Ae2

697 this section, under the following parameters:

698 a. As soon as practicable, but no later than August 1,  
699 2017, the department shall license any applicant whose  
700 application was reviewed, evaluated, and scored by the  
701 department and which was denied a dispensing organization  
702 license by the department under former s. 381.986, Florida  
703 Statutes 2014; which had one or more administrative or judicial  
704 challenges pending as of January 1, 2017, or had a final ranking  
705 within one point of the highest final ranking in its region  
706 under former s. 381.986, Florida Statutes 2014; which meets the  
707 requirements of this section; and which provides documentation  
708 to the department that it has the existing infrastructure and  
709 technical and technological ability to begin cultivating  
710 marijuana within 30 days after registration as a medical  
711 marijuana treatment center.

712 b. As soon as practicable, but no later than October 3,  
713 2017, the department shall license one applicant that is a  
714 recognized class member of *Pigford v. Glickman*, 185 F.R.D. 82  
715 (D.D.C. 1999), or *In Re Black Farmers Litig.*, 856 F. Supp. 2d 1  
716 (D.D.C. 2011) and is a member of the Black Farmers and  
717 Agriculturalists Association-Florida Chapter. An applicant  
718 licensed under this sub-subparagraph is exempt from the  
719 requirements of subparagraphs (b)1. and (b)2.

720 c. As soon as practicable, but no later than October 3,  
721 2017, the department shall license applicants that meet the  
722 requirements of this section in sufficient numbers to result in  
723 10 total licenses issued under this subparagraph, while  
724 accounting for the number of licenses issued under sub-  
725 paragraphs a. and b.

20178Ae2

726 3. For up to two of the licenses issued under subparagraph  
727 2., the department shall give preference to applicants that  
728 demonstrate in their applications that they own one or more  
729 facilities that are, or were, used for the canning,  
730 concentrating, or otherwise processing of citrus fruit or citrus  
731 molasses and will use or convert the facility or facilities for  
732 the processing of marijuana.

733 4. Within 6 months after the registration of 100,000 active  
734 qualified patients in the medical marijuana use registry, the  
735 department shall license four additional medical marijuana  
736 treatment centers that meet the requirements of this section.  
737 Thereafter, the department shall license four medical marijuana  
738 treatment centers within 6 months after the registration of each  
739 additional 100,000 active qualified patients in the medical  
740 marijuana use registry that meet the requirements of this  
741 section.

742 5. Dispensing facilities are subject to the following  
743 requirements:

744 a. A medical marijuana treatment center may not establish  
745 or operate more than a statewide maximum of 25 dispensing  
746 facilities, unless the medical marijuana use registry reaches a  
747 total of 100,000 active registered qualified patients. When the  
748 medical marijuana use registry reaches 100,000 active registered  
749 qualified patients, and then upon each further instance of the  
750 total active registered qualified patients increasing by  
751 100,000, the statewide maximum number of dispensing facilities  
752 that each licensed medical marijuana treatment center may  
753 establish and operate increases by five.

754 b. A medical marijuana treatment center may not establish

20178Ae2

755 more than the maximum number of dispensing facilities allowed in  
756 each of the Northwest, Northeast, Central, Southwest, and  
757 Southeast Regions. The department shall determine a medical  
758 marijuana treatment center's maximum number of dispensing  
759 facilities allowed in each region by calculating the percentage  
760 of the total statewide population contained within that region  
761 and multiplying that percentage by the medical marijuana  
762 treatment center's statewide maximum number of dispensing  
763 facilities established under sub-subparagraph a., rounded to the  
764 nearest whole number. The department shall ensure that such  
765 rounding does not cause a medical marijuana treatment center's  
766 total number of statewide dispensing facilities to exceed its  
767 statewide maximum. The department shall initially calculate the  
768 maximum number of dispensing facilities allowed in each region  
769 for each medical marijuana treatment center using county  
770 population estimates from the Florida Estimates of Population  
771 2016, as published by the Office of Economic and Demographic  
772 Research, and shall perform recalculations following the  
773 official release of county population data resulting from each  
774 United States Decennial Census. For the purposes of this  
775 subparagraph:

776 (I) The Northwest Region consists of Bay, Calhoun,  
777 Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson,  
778 Leon, Liberty, Madison, Okaloosa, Santa Rosa, Taylor, Wakulla,  
779 Walton, and Washington Counties.

780 (II) The Northeast Region consists of Alachua, Baker,  
781 Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist,  
782 Hamilton, Lafayette, Levy, Marion, Nassau, Putnam, St. Johns,  
783 Suwannee, and Union Counties.

20178Ae2

(III) The Central Region consists of Brevard, Citrus, Hardee, Hernando, Indian River, Lake, Orange, Osceola, Pasco, Pinellas, Polk, Seminole, St. Lucie, Sumter, and Volusia Counties.

(IV) The Southwest Region consists of Charlotte, Collier, DeSoto, Glades, Hendry, Highlands, Hillsborough, Lee, Manatee, Okeechobee, and Sarasota Counties.

(V) The Southeast Region consists of Broward, Miami-Dade, Martin, Monroe, and Palm Beach Counties.

c. If a medical marijuana treatment center establishes a number of dispensing facilities within a region that is less than the number allowed for that region under sub-subparagraph b., the medical marijuana treatment center may sell one or more of its unused dispensing facility slots to other licensed medical marijuana treatment centers. For each dispensing facility slot that a medical marijuana treatment center sells, that medical marijuana treatment center's statewide maximum number of dispensing facilities, as determined under sub-subparagraph a., is reduced by one. The statewide maximum number of dispensing facilities for a medical marijuana treatment center that purchases an unused dispensing facility slot is increased by one per slot purchased. Additionally, the sale of a dispensing facility slot shall reduce the seller's regional maximum and increase the purchaser's regional maximum number of dispensing facilities, as determined in sub-subparagraph b., by one for that region. For any slot purchased under this sub-subparagraph, the regional restriction applied to that slot's location under sub-subparagraph b. before the purchase shall remain in effect following the purchase. A medical marijuana



20178Ae2

treatment center that sells or purchases a dispensing facility slot must notify the department within 3 days of sale.

d. This subparagraph shall expire on April 1, 2020.

If this subparagraph or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end, the provisions of this subparagraph are severable.

(b) An applicant for licensure as a medical marijuana treatment center shall apply to the department on a form prescribed by the department and adopted in rule. The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing a procedure for the issuance and biennial renewal of licenses, including initial application and biennial renewal fees sufficient to cover the costs of implementing and administering this section, and establishing supplemental licensure fees for payment beginning May 1, 2018, sufficient to cover the costs of administering ss. 381.989 and 1004.4351. The department shall identify applicants with strong diversity plans reflecting this state's commitment to diversity and implement training programs and other educational programs to enable minority persons and minority business enterprises, as defined in s. 288.703, and veteran business enterprises, as defined in s. 295.187, to compete for medical marijuana treatment center licensure and contracts. Subject to the requirements in subparagraphs (a)2.-4., the department shall issue a license to an applicant if the applicant meets the requirements of this section and pays the initial application fee. The department

20178Ae2

shall renew the licensure of a medical marijuana treatment center biennially if the licensee meets the requirements of this section and pays the biennial renewal fee. An individual may not be an applicant, owner, officer, board member, or manager on more than one application for licensure as a medical marijuana treatment center. An individual or entity may not be awarded more than one license as a medical marijuana treatment center. An applicant for licensure as a medical marijuana treatment center must demonstrate:

1. That, for the 5 consecutive years before submitting the application, the applicant has been registered to do business in in the state.

2. Possession of a valid certificate of registration issued by the Department of Agriculture and Consumer Services pursuant to s. 581.131.

3. The technical and technological ability to cultivate and produce marijuana, including, but not limited to, low-THC cannabis.

4. The ability to secure the premises, resources, and personnel necessary to operate as a medical marijuana treatment center.

5. The ability to maintain accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.

6. An infrastructure reasonably located to dispense marijuana to registered qualified patients statewide or regionally as determined by the department.

7. The financial ability to maintain operations for the

20178Ae2

duration of the 2-year approval cycle, including the provision of certified financial statements to the department.

a. Upon approval, the applicant must post a \$5 million performance bond issued by an authorized surety insurance company rated in one of the three highest rating categories by a nationally recognized rating service. However, a medical marijuana treatment center serving at least 1,000 qualified patients is only required to maintain a \$2 million performance bond.

b. In lieu of the performance bond required under sub-subparagraph a., the applicant may provide an irrevocable letter of credit payable to the department or provide cash to the department. If provided with cash under this sub-subparagraph, the department shall deposit the cash in the Grants and Donations Trust Fund within the Department of Health, subject to the same conditions as the bond regarding requirements for the applicant to forfeit ownership of the funds. If the funds deposited under this sub-subparagraph generate interest, the amount of that interest shall be used by the department for the administration of this section.

8. That all owners, officers, board members, and managers have passed a background screening pursuant to subsection (9).

9. The employment of a medical director to supervise the activities of the medical marijuana treatment center.

10. A diversity plan that promotes and ensures the involvement of minority persons and minority business enterprises, as defined in s. 288.703, or veteran business enterprises, as defined in s. 295.187, in ownership, management, and employment. An applicant for licensure renewal must show the

20178Ae2

effectiveness of the diversity plan by including the following with his or her application for renewal:

a. Representation of minority persons and veterans in the medical marijuana treatment center's workforce;

b. Efforts to recruit minority persons and veterans for employment; and

c. A record of contracts for services with minority business enterprises and veteran business enterprises.

11. That all processing facilities have passed a Food Safety Good Manufacturing Practices, such as Global Food Safety Initiative or equivalent, inspection by a nationally recognized certifying body.

(c) A medical marijuana treatment center may not make a wholesale purchase of marijuana from, or a distribution of marijuana to, another medical marijuana treatment center, unless the medical marijuana treatment center seeking to make a wholesale purchase of marijuana submits proof of harvest failure to the department.

(d) The department shall establish, maintain, and control a computer software tracking system that traces marijuana from seed to sale and allows real-time, 24-hour access by the department to data from all medical marijuana treatment centers and marijuana testing laboratories. The tracking system must allow for integration of other seed-to-sale systems and, at a minimum, include notification of when marijuana seeds are planted, when marijuana plants are harvested and destroyed, and when marijuana is transported, sold, stolen, diverted, or lost. Each medical marijuana treatment center shall use the seed-to-sale tracking system established by the department or integrate

20178Ae2

its own seed-to-sale tracking system with the seed-to-sale tracking system established by the department. Each medical marijuana treatment center may use its own seed-to-sale system until the department establishes a seed-to-sale tracking system. The department may contract with a vendor to establish the seed-to-sale tracking system. The vendor selected by the department may not have a contractual relationship with the department to perform any services pursuant to this section other than the seed-to-sale tracking system. The vendor may not have a direct or indirect financial interest in a medical marijuana treatment center or a marijuana testing laboratory.

(e) A licensed medical marijuana treatment center shall cultivate, process, transport, and dispense marijuana for medical use. A licensed medical marijuana treatment center may not contract for services directly related to the cultivation, processing, and dispensing of marijuana or marijuana delivery devices, except that a medical marijuana treatment center licensed pursuant to subparagraph (a)1. may contract with a single entity for the cultivation, processing, transporting, and dispensing of marijuana and marijuana delivery devices. A licensed medical marijuana treatment center must, at all times, maintain compliance with the criteria demonstrated and representations made in the initial application and the criteria established in this subsection. Upon request, the department may grant a medical marijuana treatment center a variance from the representations made in the initial application. Consideration of such a request shall be based upon the individual facts and circumstances surrounding the request. A variance may not be granted unless the requesting medical marijuana treatment center

20178Ae2

958 can demonstrate to the department that it has a proposed  
959 alternative to the specific representation made in its  
960 application which fulfills the same or a similar purpose as the  
961 specific representation in a way that the department can  
962 reasonably determine will not be a lower standard than the  
963 specific representation in the application. A variance may not  
964 be granted from the requirements in subparagraph 2. and  
965 subparagraphs (b)1. and 2.

966 1. A licensed medical marijuana treatment center may  
967 transfer ownership to an individual or entity who meets the  
968 requirements of this section. A publicly traded corporation or  
969 publicly traded company that meets the requirements of this  
970 section is not precluded from ownership of a medical marijuana  
971 treatment center. To accommodate a change in ownership:

972 a. The licensed medical marijuana treatment center shall  
973 notify the department in writing at least 60 days before the  
974 anticipated date of the change of ownership.

975 b. The individual or entity applying for initial licensure  
976 due to a change of ownership must submit an application that  
977 must be received by the department at least 60 days before the  
978 date of change of ownership.

979 c. Upon receipt of an application for a license, the  
980 department shall examine the application and, within 30 days  
981 after receipt, notify the applicant in writing of any apparent  
982 errors or omissions and request any additional information  
983 required.

984 d. Requested information omitted from an application for  
985 licensure must be filed with the department within 21 days after  
986 the department's request for omitted information or the

20178Ae2

987 application shall be deemed incomplete and shall be withdrawn  
988 from further consideration and the fees shall be forfeited.

989  
990 Within 30 days after the receipt of a complete application, the  
991 department shall approve or deny the application.

992 2. A medical marijuana treatment center, and any individual  
993 or entity who directly or indirectly owns, controls, or holds  
994 with power to vote 5 percent or more of the voting shares of a  
995 medical marijuana treatment center, may not acquire direct or  
996 indirect ownership or control of any voting shares or other form  
997 of ownership of any other medical marijuana treatment center.

998 3. A medical marijuana treatment center may not enter into  
999 any form of profit-sharing arrangement with the property owner  
1000 or lessor of any of its facilities where cultivation,  
1001 processing, storing, or dispensing of marijuana and marijuana  
1002 delivery devices occurs.

1003 4. All employees of a medical marijuana treatment center  
1004 must be 21 years of age or older and have passed a background  
1005 screening pursuant to subsection (9).

1006 5. Each medical marijuana treatment center must adopt and  
1007 enforce policies and procedures to ensure employees and  
1008 volunteers receive training on the legal requirements to  
1009 dispense marijuana to qualified patients.

1010 6. When growing marijuana, a medical marijuana treatment  
1011 center:

1012 a. May use pesticides determined by the department, after  
1013 consultation with the Department of Agriculture and Consumer  
1014 Services, to be safely applied to plants intended for human  
1015 consumption, but may not use pesticides designated as



20178Ae2

restricted-use pesticides pursuant to s. 487.042.

b. Must grow marijuana within an enclosed structure and in a room separate from any other plant.

c. Must inspect seeds and growing plants for plant pests that endanger or threaten the horticultural and agricultural interests of the state in accordance with chapter 581 and any rules adopted thereunder.

d. Must perform fumigation or treatment of plants, or remove and destroy infested or infected plants, in accordance with chapter 581 and any rules adopted thereunder.

7. Each medical marijuana treatment center must produce and make available for purchase at least one low-THC cannabis product.

8. A medical marijuana treatment center that produces edibles must hold a permit to operate as a food establishment pursuant to chapter 500, the Florida Food Safety Act, and must comply with all the requirements for food establishments pursuant to chapter 500 and any rules adopted thereunder. Edibles may not contain more than 200 milligrams of tetrahydrocannabinol and a single serving portion of an edible may not exceed 10 milligrams of tetrahydrocannabinol. Edibles may have a potency variance of no greater than 15 percent. Edibles may not be attractive to children; be manufactured in the shape of humans, cartoons, or animals; be manufactured in a form that bears any reasonable resemblance to products available for consumption as commercially available candy; or contain any color additives. To discourage consumption of edibles by children, the department shall determine by rule any shapes, forms, and ingredients allowed and prohibited for edibles.

20178Ae2

Medical marijuana treatment centers may not begin processing or dispensing edibles until after the effective date of the rule. The department shall also adopt sanitation rules providing the standards and requirements for the storage, display, or dispensing of edibles.

9. Before beginning medical marijuana treatment center related functions, all processing facilities of a medical marijuana treatment center must have passed a Food Safety Good Manufacturing Practices, such as Global Food Safety Initiative, inspection by a nationally recognized certifying body. A medical marijuana treatment center that fails to pass such an inspection must immediately stop all processing until such time as the medical marijuana treatment center provides notice to the department that these standards have been met.

10. When processing marijuana, a medical marijuana treatment center must:

a. Process the marijuana within an enclosed structure and in a room separate from other plants or products.

b. Comply with department rules when processing marijuana with hydrocarbon solvents or other solvents or gases exhibiting potential toxicity to humans. The department shall determine by rule the requirements for medical marijuana treatment centers to use such solvents or gases exhibiting potential toxicity to humans.

c. Comply with federal and state laws and regulations and department rules for solid and liquid wastes. The department shall determine by rule procedures for the storage, handling, transportation, management, and disposal of solid and liquid waste generated during marijuana production and processing. The

20178Ae2

Department of Environmental Protection shall assist the department in developing such rules.

d. Test the processed marijuana using a medical marijuana testing laboratory before it is dispensed. Results must be verified and signed by two medical marijuana treatment center employees. Before dispensing, the medical marijuana treatment center must determine that the test results indicate that low-THC cannabis meets the definition of low-THC cannabis, the concentration of tetrahydrocannabinol meets the potency requirements of this section, the labeling of the concentration of tetrahydrocannabinol and cannabidiol is accurate, and all marijuana is safe for human consumption and free from contaminants that are unsafe for human consumption. The department shall determine by rule which contaminants must be tested for and the maximum levels of each contaminant which are safe for human consumption. The Department of Agriculture and Consumer Services shall assist the department in developing the testing requirements for contaminants that are unsafe for human consumption in edibles. The department shall also determine by rule the procedures for the treatment of marijuana that fails to meet the testing requirements of this section, s. 381.988, or department rule. The department may select a random sample from edibles available for purchase in a dispensing facility which shall be tested by the department to determine that the edible meets the potency requirements of this section, is safe for human consumption, and the labeling of the tetrahydrocannabinol and cannabidiol concentration is accurate. A medical marijuana treatment center may not require payment from the department for the sample. A medical marijuana treatment center must recall

20178Ae2

edibles, including all edibles made from the same batch of marijuana, which fail to meet the potency requirements of this section, which are unsafe for human consumption, or for which the labeling of the tetrahydrocannabinol and cannabidiol concentration is inaccurate. The medical marijuana treatment center must retain records of all testing and samples of each homogenous batch of marijuana for at least 9 months. The medical marijuana treatment center must contract with a marijuana testing laboratory to perform audits on the medical marijuana treatment center's standard operating procedures, testing records, and samples and provide the results to the department to confirm that the marijuana or low-THC cannabis meets the requirements of this section and that the marijuana or low-THC cannabis is safe for human consumption. A medical marijuana treatment center shall reserve two processed samples from each batch and retain such samples for at least 9 months for the purpose of such audits. A medical marijuana treatment center may use a laboratory that has not been certified by the department under s. 381.988 until such time as at least one laboratory holds the required certification, but in no event later than July 1, 2018.

e. Package the marijuana in compliance with the United States Poison Prevention Packaging Act of 1970, 15 U.S.C. ss. 1471 et seq.

f. Package the marijuana in a receptacle that has a firmly affixed and legible label stating the following information:

(I) The marijuana or low-THC cannabis meets the requirements of sub-subparagraph d.

(II) The name of the medical marijuana treatment center

20178Ae2

1132 from which the marijuana originates.

1133 (III) The batch number and harvest number from which the  
1134 marijuana originates and the date dispensed.

1135 (IV) The name of the physician who issued the physician  
1136 certification.

1137 (V) The name of the patient.

1138 (VI) The product name, if applicable, and dosage form,  
1139 including concentration of tetrahydrocannabinol and cannabidiol.  
1140 The product name may not contain wording commonly associated  
1141 with products marketed by or to children.

1142 (VII) The recommended dose.

1143 (VIII) A warning that it is illegal to transfer medical  
1144 marijuana to another person.

1145 (IX) A marijuana universal symbol developed by the  
1146 department.

1147 11. The medical marijuana treatment center shall include in  
1148 each package a patient package insert with information on the  
1149 specific product dispensed related to:

1150 a. Clinical pharmacology.

1151 b. Indications and use.

1152 c. Dosage and administration.

1153 d. Dosage forms and strengths.

1154 e. Contraindications.

1155 f. Warnings and precautions.

1156 g. Adverse reactions.

1157 12. Each edible shall be individually sealed in plain,  
1158 opaque wrapping marked only with the marijuana universal symbol.  
1159 Where practical, each edible shall be marked with the marijuana  
1160 universal symbol. In addition to the packaging and labeling

20178Ae2

requirements in subparagraphs 10. and 11., edible receptacles must be plain, opaque, and white without depictions of the product or images other than the medical marijuana treatment center's department-approved logo and the marijuana universal symbol. The receptacle must also include a list all of the edible's ingredients, storage instructions, an expiration date, a legible and prominent warning to keep away from children and pets, and a warning that the edible has not been produced or inspected pursuant to federal food safety laws.

13. When dispensing marijuana or a marijuana delivery device, a medical marijuana treatment center:

a. May dispense any active, valid order for low-THC cannabis, medical cannabis and cannabis delivery devices issued pursuant to former s. 381.986, Florida Statutes 2016, which was entered into the medical marijuana use registry before July 1, 2017.

b. May not dispense more than a 70-day supply of marijuana to a qualified patient or caregiver.

c. Must have the medical marijuana treatment center's employee who dispenses the marijuana or a marijuana delivery device enter into the medical marijuana use registry his or her name or unique employee identifier.

d. Must verify that the qualified patient and the caregiver, if applicable, each has an active registration in the medical marijuana use registry and an active and valid medical marijuana use registry identification card, the amount and type of marijuana dispensed matches the physician certification in the medical marijuana use registry for that qualified patient, and the physician certification has not already been filled.

20178Ae2

e. May not dispense marijuana to a qualified patient who is younger than 18 years of age. If the qualified patient is younger than 18 years of age, marijuana may only be dispensed to the qualified patient's caregiver.

f. May not dispense or sell any other type of cannabis, alcohol, or illicit drug-related product, including pipes, bongs, or wrapping papers, other than a marijuana delivery device required for the medical use of marijuana and which is specified in a physician certification.

g. Must, upon dispensing the marijuana or marijuana delivery device, record in the registry the date, time, quantity, and form of marijuana dispensed; the type of marijuana delivery device dispensed; and the name and medical marijuana use registry identification number of the qualified patient or caregiver to whom the marijuana delivery device was dispensed.

h. Must ensure that patient records are not visible to anyone other than the qualified patient, his or her caregiver, and authorized medical marijuana treatment center employees.

(f) To ensure the safety and security of premises where the cultivation, processing, storing, or dispensing of marijuana occurs, and to maintain adequate controls against the diversion, theft, and loss of marijuana or marijuana delivery devices, a medical marijuana treatment center shall:

1.a. Maintain a fully operational security alarm system that secures all entry points and perimeter windows and is equipped with motion detectors; pressure switches; and duress, panic, and hold-up alarms; and

b. Maintain a video surveillance system that records continuously 24 hours a day and meets the following criteria:

20178Ae2

1219 (I) Cameras are fixed in a place that allows for the clear  
1220 identification of persons and activities in controlled areas of  
1221 the premises. Controlled areas include grow rooms, processing  
1222 rooms, storage rooms, disposal rooms or areas, and point-of-sale  
1223 rooms.

1224 (II) Cameras are fixed in entrances and exits to the  
1225 premises, which shall record from both indoor and outdoor, or  
1226 ingress and egress, vantage points.

1227 (III) Recorded images must clearly and accurately display  
1228 the time and date.

1229 (IV) Retain video surveillance recordings for at least 45  
1230 days or longer upon the request of a law enforcement agency.

1231 2. Ensure that the medical marijuana treatment center's  
1232 outdoor premises have sufficient lighting from dusk until dawn.

1233 3. Ensure that the indoor premises where dispensing occurs  
1234 includes a waiting area with sufficient space and seating to  
1235 accommodate qualified patients and caregivers and at least one  
1236 private consultation area that is isolated from the waiting area  
1237 and area where dispensing occurs. A medical marijuana treatment  
1238 center may not display products or dispense marijuana or  
1239 marijuana delivery devices in the waiting area.

1240 4. Not dispense from its premises marijuana or a marijuana  
1241 delivery device between the hours of 9 p.m. and 7 a.m., but may  
1242 perform all other operations and deliver marijuana to qualified  
1243 patients 24 hours a day.

1244 5. Store marijuana in a secured, locked room or a vault.

1245 6. Require at least two of its employees, or two employees  
1246 of a security agency with whom it contracts, to be on the  
1247 premises at all times where cultivation, processing, or storing



20178Ae2

of marijuana occurs.

7. Require each employee or contractor to wear a photo identification badge at all times while on the premises.

8. Require each visitor to wear a visitor pass at all times while on the premises.

9. Implement an alcohol and drug-free workplace policy.

10. Report to local law enforcement within 24 hours after the medical marijuana treatment center is notified or becomes aware of the theft, diversion, or loss of marijuana.

(g) To ensure the safe transport of marijuana and marijuana delivery devices to medical marijuana treatment centers, marijuana testing laboratories, or qualified patients, a medical marijuana treatment center must:

1. Maintain a marijuana transportation manifest in any vehicle transporting marijuana. The marijuana transportation manifest must be generated from a medical marijuana treatment center's seed-to-sale tracking system and include the:

a. Departure date and approximate time of departure.

b. Name, location address, and license number of the originating medical marijuana treatment center.

c. Name and address of the recipient of the delivery.

d. Quantity and form of any marijuana or marijuana delivery device being transported.

e. Arrival date and estimated time of arrival.

f. Delivery vehicle make and model and license plate number.

g. Name and signature of the medical marijuana treatment center employees delivering the product.

(I) A copy of the marijuana transportation manifest must be

20178Ae2

provided to each individual, medical marijuana treatment center, or marijuana testing laboratory that receives a delivery. The individual, or a representative of the center or laboratory, must sign a copy of the marijuana transportation manifest acknowledging receipt.

(II) An individual transporting marijuana or a marijuana delivery device must present a copy of the relevant marijuana transportation manifest and his or her employee identification card to a law enforcement officer upon request.

(III) Medical marijuana treatment centers and marijuana testing laboratories must retain copies of all marijuana transportation manifests for at least 3 years.

2. Ensure only vehicles in good working order are used to transport marijuana.

3. Lock marijuana and marijuana delivery devices in a separate compartment or container within the vehicle.

4. Require employees to have possession of their employee identification card at all times when transporting marijuana or marijuana delivery devices.

5. Require at least two persons to be in a vehicle transporting marijuana or marijuana delivery devices, and require at least one person to remain in the vehicle while the marijuana or marijuana delivery device is being delivered.

6. Provide specific safety and security training to employees transporting or delivering marijuana and marijuana delivery devices.

(h) A medical marijuana treatment center may not engage in advertising that is visible to members of the public from any street, sidewalk, park, or other public place, except:

20178Ae2

1306       1. The dispensing location of a medical marijuana treatment  
1307 center may have a sign that is affixed to the outside or hanging  
1308 in the window of the premises which identifies the dispensary by  
1309 the licensee's business name, a department-approved trade name,  
1310 or a department-approved logo. A medical marijuana treatment  
1311 center's trade name and logo may not contain wording or images  
1312 commonly associated with marketing targeted toward children or  
1313 which promote recreational use of marijuana.

1314       2. A medical marijuana treatment center may engage in  
1315 Internet advertising and marketing under the following  
1316 conditions:

1317       a. All advertisements must be approved by the department.

1318       b. An advertisement may not have any content that  
1319 specifically targets individuals under the age of 18, including  
1320 cartoon characters or similar images.

1321       c. An advertisement may not be an unsolicited pop-up  
1322 advertisement.

1323       d. Opt-in marketing must include an easy and permanent opt-  
1324 out feature.

1325       (i) Each medical marijuana treatment center that dispenses  
1326 marijuana and marijuana delivery devices shall make available to  
1327 the public on its website:

1328       1. Each marijuana and low-THC product available for  
1329 purchase, including the form, strain of marijuana from which it  
1330 was extracted, cannabidiol content, tetrahydrocannabinol  
1331 content, dose unit, total number of doses available, and the  
1332 ratio of cannabidiol to tetrahydrocannabinol for each product.

1333       2. The price for a 30-day, 50-day, and 70-day supply at a  
1334 standard dose for each marijuana and low-THC product available

20178Ae2

for purchase.

3. The price for each marijuana delivery device available for purchase.

4. If applicable, any discount policies and eligibility criteria for such discounts.

(j) Medical marijuana treatment centers are the sole source from which a qualified patient may legally obtain marijuana.

(k) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(9) BACKGROUND SCREENING.-An individual required to undergo a background screening pursuant to this section must pass a level 2 background screening as provided under chapter 435, which, in addition to the disqualifying offenses provided in s. 435.04, shall exclude an individual who has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense under chapter 837, chapter 895, or chapter 896 or similar law of another jurisdiction.

(a) Such individual must submit a full set of fingerprints to the department or to a vendor, entity, or agency authorized by s. 943.053(13). The department, vendor, entity, or agency shall forward the fingerprints to the Department of Law Enforcement for state processing, and the Department of Law Enforcement shall forward the fingerprints to the Federal Bureau of Investigation for national processing.

(b) Fees for state and federal fingerprint processing and retention shall be borne by the individual. The state cost for fingerprint processing shall be as provided in s. 943.053(3) (e) for records provided to persons or entities other than those

20178Ae2

specified as exceptions therein.

(c) Fingerprints submitted to the Department of Law Enforcement pursuant to this subsection shall be retained by the Department of Law Enforcement as provided in s. 943.05(2)(g) and (h) and, when the Department of Law Enforcement begins participation in the program, enrolled in the Federal Bureau of Investigation's national retained print arrest notification program. Any arrest record identified shall be reported to the department.

(10) MEDICAL MARIJUANA TREATMENT CENTER INSPECTIONS;  
ADMINISTRATIVE ACTIONS.—

(a) The department shall conduct announced or unannounced inspections of medical marijuana treatment centers to determine compliance with this section or rules adopted pursuant to this section.

(b) The department shall inspect a medical marijuana treatment center upon receiving a complaint or notice that the medical marijuana treatment center has dispensed marijuana containing mold, bacteria, or other contaminant that may cause or has caused an adverse effect to human health or the environment.

(c) The department shall conduct at least a biennial inspection of each medical marijuana treatment center to evaluate the medical marijuana treatment center's records, personnel, equipment, processes, security measures, sanitation practices, and quality assurance practices.

(d) The Department of Agriculture and Consumer Services and the department shall enter into an interagency agreement to ensure cooperation and coordination in the performance of their

20178Ae2

obligations under this section and their respective regulatory and authorizing laws. The department, the Department of Highway Safety and Motor Vehicles, and the Department of Law Enforcement may enter into interagency agreements for the purposes specified in this subsection or subsection (7).

(e) The department shall publish a list of all approved medical marijuana treatment centers, medical directors, and qualified physicians on its website.

(f) The department may impose reasonable fines not to exceed \$10,000 on a medical marijuana treatment center for any of the following violations:

1. Violating this section or department rule.
2. Failing to maintain qualifications for approval.
3. Endangering the health, safety, or security of a qualified patient.
4. Improperly disclosing personal and confidential information of the qualified patient.
5. Attempting to procure medical marijuana treatment center approval by bribery, fraudulent misrepresentation, or extortion.
6. Being convicted or found guilty of, or entering a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the business of a medical marijuana treatment center.
7. Making or filing a report or record that the medical marijuana treatment center knows to be false.
8. Willfully failing to maintain a record required by this section or department rule.
9. Willfully impeding or obstructing an employee or agent of the department in the furtherance of his or her official

20178Ae2

duties.

10. Engaging in fraud or deceit, negligence, incompetence, or misconduct in the business practices of a medical marijuana treatment center.

11. Making misleading, deceptive, or fraudulent representations in or related to the business practices of a medical marijuana treatment center.

12. Having a license or the authority to engage in any regulated profession, occupation, or business that is related to the business practices of a medical marijuana treatment center suspended, revoked, or otherwise acted against by the licensing authority of any jurisdiction, including its agencies or subdivisions, for a violation that would constitute a violation under Florida law.

13. Violating a lawful order of the department or an agency of the state, or failing to comply with a lawfully issued subpoena of the department or an agency of the state.

(g) The department may suspend, revoke, or refuse to renew a medical marijuana treatment center license if the medical marijuana treatment center commits any of the violations in paragraph (f).

(h) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(11) PREEMPTION.—Regulation of cultivation, processing, and delivery of marijuana by medical marijuana treatment centers is preempted to the state except as provided in this subsection.

(a) A medical marijuana treatment center cultivating or processing facility may not be located within 500 feet of the real property that comprises a public or private elementary

20178Ae2

1451 school, middle school, or secondary school.

1452 (b)1. A county or municipality may, by ordinance, ban  
1453 medical marijuana treatment center dispensing facilities from  
1454 being located within the boundaries of that county or  
1455 municipality. A county or municipality that does not ban  
1456 dispensing facilities under this subparagraph may not place  
1457 specific limits, by ordinance, on the number of dispensing  
1458 facilities that may locate within that county or municipality.

1459 2. A municipality may determine by ordinance the criteria  
1460 for the location of, and other permitting requirements that do  
1461 not conflict with state law or department rule for, medical  
1462 marijuana treatment center dispensing facilities located within  
1463 the boundaries of that municipality. A county may determine by  
1464 ordinance the criteria for the location of, and other permitting  
1465 requirements that do not conflict with state law or department  
1466 rule for, all such dispensing facilities located within the  
1467 unincorporated areas of that county. Except as provided in  
1468 paragraph (c), a county or municipality may not enact ordinances  
1469 for permitting or for determining the location of dispensing  
1470 facilities which are more restrictive than its ordinances  
1471 permitting or determining the locations for pharmacies licensed  
1472 under chapter 465. A municipality or county may not charge a  
1473 medical marijuana treatment center a license or permit fee in an  
1474 amount greater than the fee charged by such municipality or  
1475 county to pharmacies. A dispensing facility location approved by  
1476 a municipality or county pursuant to former s. 381.986(8)(b),  
1477 Florida Statutes 2016, is not subject to the location  
1478 requirements of this subsection.

1479 (c) A medical marijuana treatment center dispensing



20178Ae2

1480 facility may not be located within 500 feet of the real property  
1481 that comprises a public or private elementary school, middle  
1482 school, or secondary school unless the county or municipality  
1483 approves the location through a formal proceeding open to the  
1484 public at which the county or municipality determines that the  
1485 location promotes the public health, safety, and general welfare  
1486 of the community.

1487 (d) This subsection does not prohibit any local  
1488 jurisdiction from ensuring medical marijuana treatment center  
1489 facilities comply with the Florida Building Code, the Florida  
1490 Fire Prevention Code, or any local amendments to the Florida  
1491 Building Code or the Florida Fire Prevention Code.

1492 (12) PENALTIES.—

1493 (a) A qualified physician commits a misdemeanor of the  
1494 first degree, punishable as provided in s. 775.082 or s.  
1495 775.083, if the qualified physician issues a physician  
1496 certification for the medical use of marijuana for a patient  
1497 without a reasonable belief that the patient is suffering from a  
1498 qualifying medical condition.

1499 (b) A person who fraudulently represents that he or she has  
1500 a qualifying medical condition to a qualified physician for the  
1501 purpose of being issued a physician certification commits a  
1502 misdemeanor of the first degree, punishable as provided in s.  
1503 775.082 or s. 775.083.

1504 (c) A qualified patient who uses marijuana, not including  
1505 low-THC cannabis, or a caregiver who administers marijuana, not  
1506 including low-THC cannabis, in plain view of or in a place open  
1507 to the general public; in a school bus, a vehicle, an aircraft,  
1508 or a boat; or on the grounds of a school except as provided in

20178Ae2

s. 1006.062, commits a misdemeanor of the first degree,  
punishable as provided in s. 775.082 or s. 775.083.

(d) A qualified patient or caregiver who cultivates  
marijuana or who purchases or acquires marijuana from any person  
or entity other than a medical marijuana treatment center  
violates s. 893.13 and is subject to the penalties provided  
therein.

(e)1. A qualified patient or caregiver in possession of  
marijuana or a marijuana delivery device who fails or refuses to  
present his or her marijuana use registry identification card  
upon the request of a law enforcement officer commits a  
misdemeanor of the second degree, punishable as provided in s.  
775.082 or s. 775.083, unless it can be determined through the  
medical marijuana use registry that the person is authorized to  
be in possession of that marijuana or marijuana delivery device.

2. A person charged with a violation of this paragraph may  
not be convicted if, before or at the time of his or her court  
or hearing appearance, the person produces in court or to the  
clerk of the court in which the charge is pending a medical  
marijuana use registry identification card issued to him or her  
which is valid at the time of his or her arrest. The clerk of  
the court is authorized to dismiss such case at any time before  
the defendant's appearance in court. The clerk of the court may  
assess a fee of \$5 for dismissing the case under this paragraph.

(f) A caregiver who violates any of the applicable  
provisions of this section or applicable department rules, for  
the first offense, commits a misdemeanor of the second degree,  
punishable as provided in s. 775.082 or s. 775.083 and, for a  
second or subsequent offense, commits a misdemeanor of the first

20178Ae2

degree, punishable as provided in s. 775.082 or s. 775.083.

(g) A qualified physician who issues a physician certification for marijuana or a marijuana delivery device and receives compensation from a medical marijuana treatment center related to the issuance of a physician certification for marijuana or a marijuana delivery device is subject to disciplinary action under the applicable practice act and s. 456.072(1) (n).

(h) A person transporting marijuana or marijuana delivery devices on behalf of a medical marijuana treatment center or marijuana testing laboratory who fails or refuses to present a transportation manifest upon the request of a law enforcement officer commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(i) Persons and entities conducting activities authorized and governed by this section and s. 381.988 are subject to ss. 456.053, 456.054, and 817.505, as applicable.

(j) A person or entity that cultivates, processes, distributes, sells, or dispenses marijuana, as defined in s. 29(b)(4), Art. X of the State Constitution, and is not licensed as a medical marijuana treatment center violates s. 893.13 and is subject to the penalties provided therein.

(k) A person who manufactures, distributes, sells, gives, or possesses with the intent to manufacture, distribute, sell, or give marijuana or a marijuana delivery device that he or she holds out to have originated from a licensed medical marijuana treatment center but that is counterfeit commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. For the purposes of this paragraph, the term

20178Ae2

"counterfeit" means marijuana; a marijuana delivery device; or a marijuana or marijuana delivery device container, seal, or label which, without authorization, bears the trademark, trade name, or other identifying mark, imprint, or device, or any likeness thereof, of a licensed medical marijuana treatment center and which thereby falsely purports or is represented to be the product of, or to have been distributed by, that licensed medical marijuana treatment facility.

(1) Any person who possesses or manufactures a blank, forged, stolen, fictitious, fraudulent, counterfeit, or otherwise unlawfully issued medical marijuana use registry identification card commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(13) UNLICENSED ACTIVITY.—

(a) If the department has probable cause to believe that a person or entity that is not registered or licensed with the department has violated this section, s. 381.988, or any rule adopted pursuant to this section, the department may issue and deliver to such person or entity a notice to cease and desist from such violation. The department also may issue and deliver a notice to cease and desist to any person or entity who aids and abets such unlicensed activity. The issuance of a notice to cease and desist does not constitute agency action for which a hearing under s. 120.569 or s. 120.57 may be sought. For the purpose of enforcing a cease and desist order, the department may file a proceeding in the name of the state seeking issuance of an injunction or a writ of mandamus against any person or entity who violates any provisions of such order.

(b) In addition to the remedies under paragraph (a), the

20178Ae2

department may impose by citation an administrative penalty not to exceed \$5,000 per incident. The citation shall be issued to the subject and must contain the subject's name and any other information the department determines to be necessary to identify the subject, a brief factual statement, the sections of the law allegedly violated, and the penalty imposed. If the subject does not dispute the matter in the citation with the department within 30 days after the citation is served, the citation shall become a final order of the department. The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section. Each day that the unlicensed activity continues after issuance of a notice to cease and desist constitutes a separate violation. The department shall be entitled to recover the costs of investigation and prosecution in addition to the fine levied pursuant to the citation. Service of a citation may be made by personal service or by mail to the subject at the subject's last known address or place of practice. If the department is required to seek enforcement of the cease and desist or agency order, it shall be entitled to collect attorney fees and costs.

(c) In addition to or in lieu of any other administrative remedy, the department may seek the imposition of a civil penalty through the circuit court for any violation for which the department may issue a notice to cease and desist. The civil penalty shall be no less than \$5,000 and no more than \$10,000 for each offense. The court may also award to the prevailing party court costs and reasonable attorney fees and, in the event the department prevails, may also award reasonable costs of investigation and prosecution.

20178Ae2

(d) In addition to the other remedies provided in this section, the department or any state attorney may bring an action for an injunction to restrain any unlicensed activity or to enjoin the future operation or maintenance of the unlicensed activity or the performance of any service in violation of this section.

(e) The department must notify local law enforcement of such unlicensed activity for a determination of any criminal violation of chapter 893.

(14) EXCEPTIONS TO OTHER LAWS.—

(a) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, a qualified patient and the qualified patient's caregiver may purchase from a medical marijuana treatment center for the patient's medical use a marijuana delivery device and up to the amount of marijuana authorized in the physician certification, but may not possess more than a 70-day supply of marijuana at any given time and all marijuana purchased must remain in its original packaging.

(b) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, an approved medical marijuana treatment center and its owners, managers, and employees may manufacture, possess, sell, deliver, distribute, dispense, and lawfully dispose of marijuana or a marijuana delivery device as provided in this section, s. 381.988, and by department rule. For the purposes of this subsection, the terms "manufacture," "possession," "deliver," "distribute," and "dispense" have the same meanings as provided in s. 893.02.

20178Ae2

1654        (c) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or  
1655 any other provision of law, but subject to the requirements of  
1656 this section, a certified marijuana testing laboratory,  
1657 including an employee of a certified marijuana testing  
1658 laboratory acting within the scope of his or her employment, may  
1659 acquire, possess, test, transport, and lawfully dispose of  
1660 marijuana as provided in this section, in s. 381.988, and by  
1661 department rule.

1662        (d) A licensed medical marijuana treatment center and its  
1663 owners, managers, and employees are not subject to licensure or  
1664 regulation under chapter 465 or chapter 499 for manufacturing,  
1665 possessing, selling, delivering, distributing, dispensing, or  
1666 lawfully disposing of marijuana or a marijuana delivery device,  
1667 as provided in this section, s. 381.988, and by department rule.

1668        (e) This subsection does not exempt a person from  
1669 prosecution for a criminal offense related to impairment or  
1670 intoxication resulting from the medical use of marijuana or  
1671 relieve a person from any requirement under law to submit to a  
1672 breath, blood, urine, or other test to detect the presence of a  
1673 controlled substance.

1674        (f) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or  
1675 any other provision of law, but subject to the requirements of  
1676 this section and pursuant to policies and procedures established  
1677 pursuant to s. 1006.62(8), school personnel may possess  
1678 marijuana that is obtained for medical use pursuant to this  
1679 section by a student who is a qualified patient.

1680        (g) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or  
1681 any other provision of law, but subject to the requirements of  
1682 this section, a research institute established by a public

20178Ae2

postsecondary educational institution, such as the H. Lee Moffitt Cancer Center and Research Institute, Inc., established under s. 1004.43, or a state university that has achieved the preeminent state research university designation under s. 1001.7065 may possess, test, transport, and lawfully dispose of marijuana for research purposes as provided by this section.

(15) APPLICABILITY.—This section does not limit the ability of an employer to establish, continue, or enforce a drug-free workplace program or policy. This section does not require an employer to accommodate the medical use of marijuana in any workplace or any employee working while under the influence of marijuana. This section does not create a cause of action against an employer for wrongful discharge or discrimination. Marijuana, as defined in this section, is not reimbursable under chapter 440.

(16) FINES AND FEES.—Fines and fees collected by the department under this section shall be deposited in the Grants and Donations Trust Fund within the Department of Health.

Section 4. Paragraph (uu) is added to subsection (1) of section 458.331, Florida Statutes, to read:

458.331 Grounds for disciplinary action; action by the board and department.—

(1) The following acts constitute grounds for denial of a license or disciplinary action, as specified in s. 456.072(2):

(uu) Issuing a physician certification, as defined in s. 381.986, in a manner out of compliance with the requirements of that section and rules adopted thereunder.

Section 5. Paragraph (ww) is added to subsection (1) of section 459.015, Florida Statutes, to read:



20178Ae2

459.015 Grounds for disciplinary action; action by the board and department.—

(1) The following acts constitute grounds for denial of a license or disciplinary action, as specified in s. 456.072(2):

(ww) Issuing a physician certification, as defined in s. 381.986, in a manner not in compliance with the requirements of that section and rules adopted thereunder.

Section 6. Section 381.988, Florida Statutes, is created to read:

381.988 Medical marijuana testing laboratories; marijuana tests conducted by a certified laboratory.—

(1) A person or entity seeking to be a certified marijuana testing laboratory must:

(a) Not be owned or controlled by a medical marijuana treatment center.

(b) Submit a completed application accompanied by an application fee, as established by department rule.

(c) Submit proof of an accreditation or a certification approved by the department issued by an accreditation or a certification organization approved by the department. The department shall adopt by rule a list of approved laboratory accreditations or certifications and accreditation or certification organizations.

(d) Require all owners and managers to submit to and pass a level 2 background screening pursuant to s. 435.04 and shall deny certification if the person or entity has been found guilty of, or has entered a plea of guilty or nolo contendere to, regardless of adjudication, any offense listed in chapter 837, chapter 895, or chapter 896 or similar law of another

20178Ae2

jurisdiction.

1. Such owners and managers must submit a full set of fingerprints to the department or to a vendor, entity, or agency authorized by s. 943.053(13). The department, vendor, entity, or agency shall forward the fingerprints to the Department of Law Enforcement for state processing, and the Department of Law Enforcement shall forward the fingerprints to the Federal Bureau of Investigation for national processing.

2. Fees for state and federal fingerprint processing and retention shall be borne by such owners or managers. The state cost for fingerprint processing shall be as provided in s. 943.053(3)(e) for records provided to persons or entities other than those specified as exceptions therein.

3. Fingerprints submitted to the Department of Law Enforcement pursuant to this paragraph shall be retained by the Department of Law Enforcement as provided in s. 943.05(2)(g) and (h) and, when the Department of Law Enforcement begins participation in the program, enrolled in the Federal Bureau of Investigation's national retained print arrest notification program. Any arrest record identified shall be reported to the department.

(e) Demonstrate to the department the capability of meeting the standards for certification required by this subsection, and the testing requirements of s. 381.986 and this section and rules adopted thereunder.

(2) The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing a procedure for initial certification and biennial renewal, including initial application and biennial renewal fees sufficient to cover the

20178Ae2

costs of administering this certification program. The department shall renew the certification biennially if the laboratory meets the requirements of this section and pays the biennial renewal fee.

(3) The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing the standards for certification of marijuana testing laboratories under this section. The Department of Agriculture and Consumer Services and the Department of Environmental Protection shall assist the department in developing the rule, which must include, but is not limited to:

- (a) Security standards.
- (b) Minimum standards for personnel.
- (c) Sample collection method and process standards.
- (d) Proficiency testing for tetrahydrocannabinol potency, concentration of cannabidiol, and contaminants unsafe for human consumption, as determined by department rule.
- (e) Reporting content, format, and frequency.
- (f) Audits and onsite inspections.
- (g) Quality assurance.
- (h) Equipment and methodology.
- (i) Chain of custody.
- (j) Any other standard the department deems necessary to ensure the health and safety of the public.

(4) A marijuana testing laboratory may acquire marijuana only from a medical marijuana treatment center. A marijuana testing laboratory is prohibited from selling, distributing, or transferring marijuana received from a marijuana treatment center, except that a marijuana testing laboratory may transfer

20178Ae2

a sample to another marijuana testing laboratory in this state.

(5) A marijuana testing laboratory must properly dispose of all samples it receives, unless transferred to another marijuana testing laboratory, after all necessary tests have been conducted and any required period of storage has elapsed, as established by department rule.

(6) A marijuana testing laboratory shall use the computer software tracking system selected by the department under s. 381.986.

(7) The following acts constitute grounds for which disciplinary action specified in subsection (8) may be taken against a certified marijuana testing laboratory:

(a) Permitting unauthorized persons to perform technical procedures or issue reports.

(b) Demonstrating incompetence or making consistent errors in the performance of testing or erroneous reporting.

(c) Performing a test and rendering a report thereon to a person or entity not authorized by law to receive such services.

(d) Failing to file any report required under this section or s. 381.986 or the rules adopted thereunder.

(e) Reporting a test result if the test was not performed.

(f) Failing to correct deficiencies within the time required by the department.

(g) Violating or aiding and abetting in the violation of any provision of s. 381.986 or this section or any rules adopted thereunder.

(8) The department may refuse to issue or renew, or may suspend or revoke, the certification of a marijuana testing laboratory that is found to be in violation of this section or

20178Ae2

any rules adopted hereunder. The department may impose fines for violations of this section or rules adopted thereunder, based on a schedule adopted in rule. In determining the administrative action to be imposed for a violation, the department must consider the following factors:

(a) The severity of the violation, including the probability of death or serious harm to the health or safety of any person that may result or has resulted; the severity or potential harm; and the extent to which s. 381.986 or this section were violated.

(b) The actions taken by the marijuana testing laboratory to correct the violation or to remedy the complaint.

(c) Any previous violation by the marijuana testing laboratory.

(d) The financial benefit to the marijuana testing laboratory of committing or continuing the violation.

(9) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section.

(10) Fees collected by the department under this section shall be deposited in the Grants and Donations Trust Fund within the Department of Health.

Section 7. Section 381.989, Florida Statutes, is created to read:

381.989 Public education campaigns.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Cannabis" has the same meaning as in s. 893.02.

(b) "Department" means the Department of Health.

(c) "Marijuana" has the same meaning as in s. 381.986.

(2) STATEWIDE CANNABIS AND MARIJUANA EDUCATION AND ILLICIT

20178Ae2

USE PREVENTION CAMPAIGN.—

(a) The department shall implement a statewide cannabis and marijuana education and illicit use prevention campaign to publicize accurate information regarding:

1. The legal requirements for licit use and possession of marijuana in this state.

2. Safe use of marijuana, including preventing access by persons other than qualified patients as defined in s. 381.986, particularly children.

3. The short-term and long-term health effects of cannabis and marijuana use, particularly on minors and young adults.

4. Other cannabis-related and marijuana-related education determined by the department to be necessary to the public health and safety.

(b) The department shall provide educational materials regarding the eligibility for medical use of marijuana by individuals diagnosed with a terminal condition to individuals that provide palliative care or hospice services.

(c) The department may use television messaging, radio broadcasts, print media, digital strategies, social media, and any other form of messaging deemed necessary and appropriate by the department to implement the campaign. The department may work with school districts, community organizations, and businesses and business organizations and other entities to provide training and programming.

(d) The department may contract with one or more vendors to implement the campaign.

(e) The department shall contract with an independent entity to conduct annual evaluations of the campaign. The

20178Ae2

1886 evaluations shall assess the reach and impact of the campaign,  
1887 success in educating the citizens of the state regarding the  
1888 legal parameters for marijuana use, success in preventing  
1889 illicit access by adults and youth, and success in preventing  
1890 negative health impacts from the legalization of marijuana. The  
1891 first year of the program, the evaluator shall conduct surveys  
1892 to establish baseline data on youth and adult cannabis use, the  
1893 attitudes of youth and the general public toward cannabis and  
1894 marijuana, and any other data deemed necessary for long-term  
1895 analysis. By January 31 of each year, the department shall  
1896 submit to the Governor, the President of the Senate, and the  
1897 Speaker of the House of Representatives the annual evaluation of  
1898 the campaign.

1899 (3) STATEWIDE IMPAIRED DRIVING EDUCATION CAMPAIGN.—

1900 (a) The Department of Highway Safety and Motor Vehicles  
1901 shall implement a statewide impaired driving education campaign  
1902 to raise awareness and prevent marijuana-related and cannabis-  
1903 related impaired driving and may contract with one or more  
1904 vendors to implement the campaign. The Department of Highway  
1905 Safety and Motor Vehicles may use television messaging, radio  
1906 broadcasts, print media, digital strategies, social media, and  
1907 any other form of messaging deemed necessary and appropriate by  
1908 the department to implement the campaign.

1909 (b) At a minimum, the Department of Highway Safety and  
1910 Motor Vehicles or a contracted vendor shall establish baseline  
1911 data on the number of marijuana-related citations for driving  
1912 under the influence, marijuana-related traffic arrests,  
1913 marijuana-related traffic accidents, and marijuana-related  
1914 traffic fatalities, and shall track these measures annually

20178Ae2

thereafter. The Department of Highway Safety and Motor Vehicles or a contracted vendor shall annually evaluate and compile a report on the efficacy of the campaign based on those measures and other measures established by the Department of Highway Safety and Motor Vehicles. By January 31 of each year, the Department of Highway Safety and Motor Vehicles shall submit the report on the evaluation of the campaign to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

Section 8. Subsection (1) of section 385.211, Florida Statutes, is amended to read:

385.211 Refractory and intractable epilepsy treatment and research at recognized medical centers.—

(1) As used in this section, the term "low-THC cannabis" means "low-THC cannabis" as defined in s. 381.986 that is dispensed only from a dispensing organization as defined in former s. 381.986, Florida Statutes 2016, or a medical marijuana treatment center as defined in s. 381.986.

Section 9. Paragraphs (b) through (e) of subsection (2) of section 499.0295, Florida Statutes, are redesignated as paragraphs (a) through (d), respectively, and present paragraphs (a) and (c) of that subsection, and subsection (3) of that section are amended, to read:

499.0295 Experimental treatments for terminal conditions.—

(2) As used in this section, the term:

~~(a) "Dispensing organization" means an organization approved by the Department of Health under s. 381.986(5) to cultivate, process, transport, and dispense low-THC cannabis, medical cannabis, and cannabis delivery devices.~~



20178Ae2

1944        (b) ~~(e)~~ "Investigational drug, biological product, or  
1945 device" means:

1946        1. a drug, biological product, or device that has  
1947 successfully completed phase 1 of a clinical trial but has not  
1948 been approved for general use by the United States Food and Drug  
1949 Administration and remains under investigation in a clinical  
1950 trial approved by the United States Food and Drug  
1951 Administration; ~~or~~

1952        2. ~~Medical cannabis that is manufactured and sold by a~~  
1953 ~~dispensing organization.~~

1954        (3) Upon the request of an eligible patient, a manufacturer  
1955 may, ~~or upon a physician's order pursuant to s. 381.986, a~~  
1956 ~~dispensing organization may:~~

1957        (a) Make its investigational drug, biological product, or  
1958 device available under this section.

1959        (b) Provide an investigational drug, biological product, or  
1960 ~~device, or cannabis delivery device as defined in s. 381.986 to~~  
1961 an eligible patient without receiving compensation.

1962        (c) Require an eligible patient to pay the costs of, or the  
1963 costs associated with, the manufacture of the investigational  
1964 drug, biological product, or device, ~~or cannabis delivery device~~  
1965 ~~as defined in s. 381.986.~~

1966        Section 10. Subsection (3) of section 893.02, Florida  
1967 Statutes, is amended to read:

1968        893.02 Definitions.—The following words and phrases as used  
1969 in this chapter shall have the following meanings, unless the  
1970 context otherwise requires:

1971        (3) "Cannabis" means all parts of any plant of the genus  
1972 *Cannabis*, whether growing or not; the seeds thereof; the resin

20178Ae2

extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin. The term does not include "marijuana," ~~"low-THC cannabis,"~~ as defined in s. 381.986, if manufactured, possessed, sold, purchased, delivered, distributed, or dispensed, in conformance with s. 381.986.

Section 11. Section 1004.4351, Florida Statutes, is created to read:

1004.4351 Medical marijuana research and education.—

(1) SHORT TITLE.—This section shall be known and may be cited as the "Medical Marijuana Research and Education Act."

(2) LEGISLATIVE FINDINGS.—The Legislature finds that:

(a) The present state of knowledge concerning the use of marijuana to alleviate pain and treat illnesses is limited because permission to perform clinical studies on marijuana is difficult to obtain, with access to research-grade marijuana so restricted that little or no unbiased studies have been performed.

(b) Under the State Constitution, marijuana is available for the treatment of certain debilitating medical conditions.

(c) Additional clinical studies are needed to ensure that the residents of this state obtain the correct dosing, formulation, route, modality, frequency, quantity, and quality of marijuana for specific illnesses.

(d) An effective medical marijuana research and education program would mobilize the scientific, educational, and medical resources that presently exist in this state to determine the appropriate and best use of marijuana to treat illness.

(3) DEFINITIONS.—As used in this section, the term:

20178Ae2

(a) "Board" means the Medical Marijuana Research and Education Board.

(b) "Coalition" means the Coalition for Medical Marijuana Research and Education.

(c) "Marijuana" has the same meaning as provided in s. 29, Art. X of the State Constitution.

(4) COALITION FOR MEDICAL MARIJUANA RESEARCH AND EDUCATION.—

(a) There is established within the H. Lee Moffitt Cancer Center and Research Institute, Inc., the Coalition for Medical Marijuana Research and Education. The purpose of the coalition is to conduct rigorous scientific research, provide education, disseminate research, and guide policy for the adoption of a statewide policy on ordering and dosing practices for the medical use of marijuana. The coalition shall be physically located at the H. Lee Moffitt Cancer Center and Research Institute, Inc.

(b) The Medical Marijuana Research and Education Board is established to direct the operations of the coalition. The board shall be composed of seven members appointed by the chief executive officer of the H. Lee Moffitt Cancer Center and Research Institute, Inc. Board members must have experience in a variety of scientific and medical fields, including, but not limited to, oncology, neurology, psychology, pediatrics, nutrition, and addiction. Members shall be appointed to 4-year terms and may be reappointed to serve additional terms. The chair shall be elected by the board from among its members to serve a 2-year term. The board shall meet at least semiannually at the call of the chair or, in his or her absence or

20178Ae2

incapacity, the vice chair. Four members constitute a quorum. A majority vote of the members present is required for all actions of the board. The board may prescribe, amend, and repeal a charter governing the manner in which it conducts its business. A board member shall serve without compensation but is entitled to be reimbursed for travel expenses by the coalition or the organization he or she represents in accordance with s. 112.061.

(c) The coalition shall be administered by a coalition director, who shall be appointed by and serve at the pleasure of the board. The coalition director shall, subject to the approval of the board:

1. Propose a budget for the coalition.
2. Foster the collaboration of scientists, researchers, and other appropriate personnel in accordance with the coalition's charter.
3. Identify and prioritize the research to be conducted by the coalition.
4. Prepare the Medical Marijuana Research and Education Plan for submission to the board.
5. Apply for grants to obtain funding for research conducted by the coalition.
6. Perform other duties as determined by the board.

(d) The board shall advise the Board of Governors, the State Surgeon General, the Governor, and the Legislature with respect to medical marijuana research and education in this state. The board shall explore methods of implementing and enforcing medical marijuana laws in relation to cancer control, research, treatment, and education.

(e) The board shall annually adopt a plan for medical

20178Ae2

marijuana research, known as the "Medical Marijuana Research and Education Plan," which must be in accordance with state law and coordinate with existing programs in this state. The plan must include recommendations for the coordination and integration of medical, pharmacological, nursing, paramedical, community, and other resources connected with the treatment of debilitating medical conditions; research related to the treatment of such medical conditions; and education.

(f) By February 15 of each year, the board shall issue a report to the Governor, the President of the Senate, and the Speaker of the House of Representatives on research projects, community outreach initiatives, and future plans for the coalition.

(g) Beginning January 15, 2018, and quarterly thereafter, the Department of Health shall submit to the board a data set that includes, for each patient registered in the medical marijuana use registry, the patient's qualifying medical condition and the daily dose amount and forms of marijuana certified for the patient.

(5) RESPONSIBILITIES OF THE H. LEE MOFFITT CANCER CENTER AND RESEARCH INSTITUTE, INC.—The H. Lee Moffitt Cancer Center and Research Institute, Inc., shall allocate staff and provide information and assistance, as the coalition's budget permits, to assist the board in fulfilling its responsibilities.

Section 12. Subsection (1) of section 1004.441, Florida Statutes, is amended to read:

1004.441 Refractory and intractable epilepsy treatment and research.—

(1) As used in this section, the term "low-THC cannabis"

20178Ae2

means "low-THC cannabis" as defined in s. 381.986 that is dispensed only from a dispensing organization as defined in former s. 381.986, Florida Statutes 2016, or a medical marijuana treatment center as defined in s. 381.986.

Section 13. Subsection (8) is added to section 1006.062, Florida Statutes, to read:

1006.062 Administration of medication and provision of medical services by district school board personnel.—

(8) Each district school board shall adopt a policy and a procedure for allowing a student who is a qualified patient, as defined in s. 381.986, to use marijuana obtained pursuant to that section. Such policy and procedure shall ensure access by the qualified patient; identify how the marijuana will be received, accounted for, and stored; and establish processes to prevent access by other students and school personnel whose access would be unnecessary for the implementation of the policy.

Section 14. Department of Health; authority to adopt rules; cause of action.—

(1) EMERGENCY RULEMAKING.—

(a) The Department of Health and the applicable boards shall adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, and this section necessary to implement ss. 381.986 and 381.988, Florida Statutes. If an emergency rule adopted under this section is held to be unconstitutional or an invalid exercise of delegated legislative authority, and becomes void, the department or the applicable boards may adopt an emergency rule pursuant to this section to replace the rule that has become void. If the emergency rule adopted to replace the void

20178Ae2

emergency rule is also held to be unconstitutional or an invalid exercise of delegated legislative authority and becomes void, the department and the applicable boards must follow the nonemergency rulemaking procedures of the Administrative Procedures Act to replace the rule that has become void.

(b) For emergency rules adopted under this section, the department and the applicable boards need not make the findings required by s. 120.54(4)(a), Florida Statutes. Emergency rules adopted under this section are exempt from ss. 120.54(3)(b) and 120.541, Florida Statutes. The department and the applicable boards shall meet the procedural requirements in s. 120.54(a), Florida Statutes, if the department or the applicable boards have, before the effective date of this act, held any public workshops or hearings on the subject matter of the emergency rules adopted under this subsection. Challenges to emergency rules adopted under this subsection are subject to the time schedules provided in s. 120.56(5), Florida Statutes.

(c) Emergency rules adopted under this section are exempt from s. 120.54(4)(c), Florida Statutes, and shall remain in effect until replaced by rules adopted under the nonemergency rulemaking procedures of the Administrative Procedures Act. By January 1, 2018, the department and the applicable boards shall initiate nonemergency rulemaking pursuant to the Administrative Procedures Act to replace all emergency rules adopted under this section by publishing a notice of rule development in the Florida Administrative Register. Except as provided in paragraph (a), after January 1, 2018, the department and applicable boards may not adopt rules pursuant to the emergency rulemaking procedures provided in this section.

20178Ae2

(2) CAUSE OF ACTION.—

(a) As used in s. 29(d)(3), Article X of the State Constitution, the term:

1. "Issue regulations" means the filing by the department of a rule or emergency rule for adoption with the Department of State.

2. "Judicial relief" means an action for declaratory judgment pursuant to chapter 86, Florida Statutes.

(b) The venue for actions brought against the department pursuant to s. 29(d)(3), Article X of the State Constitution shall be in the circuit court in and for Leon County.

(c) If the department is not issuing patient and caregiver identification cards or licensing medical marijuana treatment centers by October 3, 2017, the following shall be a defense to a cause of action brought under s. 29(d)(3), Article X of the State Constitution:

1. The department is unable to issue patient and caregiver identification cards or license medical marijuana treatment centers due to litigation challenging a rule as an invalid exercise of delegated legislative authority or unconstitutional.

2. The department is unable to issue patient or caregiver identification cards or license medical marijuana treatment centers due to a rule being held as an invalid exercise of delegated legislative authority or unconstitutional.

Section 15. Department of Law Enforcement; training related to medical use of marijuana.—The Department of Law Enforcement shall develop a 4-hour online initial training course, and a 2-hour online continuing education course, which shall be made available for use by all law enforcement agencies in this state.



20178Ae2

Such training shall cover the legal parameters of marijuana-related activities governed by ss. 381.986 and 381.988, Florida Statutes, relating to criminal laws governing marijuana.

Section 16. Section 385.212, Florida Statutes, is amended to read:

385.212 Powers and duties of the Department of Health; Office of Medical Marijuana ~~Compassionate~~ Use.—

(1) The Department of Health shall establish an Office of Medical Marijuana ~~Compassionate~~ Use under the direction of the Deputy State Health Officer.

(2) The Office of Medical Marijuana ~~Compassionate~~ Use may enhance access to investigational new drugs for Florida patients through approved clinical treatment plans or studies. The Office of Medical Marijuana ~~Compassionate~~ Use may:

(a) Create a network of state universities and medical centers recognized pursuant to s. 381.925.

(b) Make any necessary application to the United States Food and Drug Administration or a pharmaceutical manufacturer to facilitate enhanced access to medical ~~compassionate~~ use of marijuana for Florida patients.

(c) Enter into any agreements necessary to facilitate enhanced access to medical ~~compassionate~~ use of marijuana for Florida patients.

(3) The department may adopt rules necessary to implement this section.

(4) The Office of Medical Marijuana Use shall administer and enforce s. 381.986.

Section 17. If any provision of this act or its application to any person or circumstance is held invalid, the invalidity

20178Ae2

2205 does not affect other provisions or applications of this act  
2206 which can be given effect without the invalid provision or  
2207 application, and to this end the provisions of this act are  
2208 severable.

2209 Section 18. The Division of Law Revision and Information is  
2210 directed to replace the phrase "the effective date of this act"  
2211 wherever it occurs in this act with the date the act becomes a  
2212 law.

2213 Section 19. (1) For the 2017-2018 fiscal year, 55 full-time  
2214 equivalent positions, with associated salary rate of 2,198,860,  
2215 are authorized and the sums of \$3.5 million in nonrecurring  
2216 funds from the General Revenue Fund and \$4,055,292 in recurring  
2217 funds and \$1,238,148 in nonrecurring funds from the Grants and  
2218 Donations Trust Fund are appropriated to the Department of  
2219 Health for the purpose of implementing the requirements of this  
2220 act. Of the funds appropriated, \$3,158,572 in recurring funds  
2221 and \$1,238,148 in nonrecurring funds from the Grants and  
2222 Donations Trust Fund and 27 full-time equivalent positions shall  
2223 be placed in reserve. The Department of Health is authorized to  
2224 submit budget amendments requesting the release of funds being  
2225 held in reserve pursuant to chapter 216, Florida Statutes  
2226 contingent upon need and demonstration of fee collections to  
2227 support the budget authority.

2228 (2) For the 2017-2018 fiscal year, the sum of \$500,000 in  
2229 nonrecurring funds from the General Revenue Fund is appropriated  
2230 to the Department of Health to implement the statewide cannabis  
2231 and marijuana education and illicit use prevention campaign  
2232 established under s. 381.989, Florida Statutes.

2233 (3) For the 2017-2018 fiscal year, the sum of \$5 million in

20178Ae2

nonrecurring funds from the Highway Safety Operating Trust Fund are appropriated to the Department of Highway Safety and Motor Vehicles to implement the statewide impaired driving education campaign established under s. 381.989, Florida Statutes.

(4) For the 2017-2018 fiscal year, the sum of \$100,000 in recurring funds from the Highway Safety Operating Trust Fund is appropriated to the Department of Highway Safety and Motor Vehicles for the purpose of training additional law enforcement officers as drug recognition experts.

(5) For the 2017-2018 fiscal year, the sum of \$750,000 in nonrecurring funds from the General Revenue Fund is provided for the Coalition for Medicinal Cannabis Research and Education at the H. Lee Moffitt Cancer Center and Research Institute, Inc., to conduct medical cannabis research.

Section 20. This act shall take effect upon becoming a law.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #19**

# Leon County Board of County Commissioners

## Agenda Item #19

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Contract between Leon County and City of Tallahassee, and the Top-Ranked Firm, Wantman Group, Inc. for the Alternative Mobility Funding Systems Study

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement (PLACE) Cherie Bryant, Director, Tallahassee-Leon County Planning Department
<b>Lead Staff/ Project Team:</b>	Julie Christesen, Senior Planner, Comprehensive Planning and Urban Design

### **Statement of Issue:**

This agenda item seeks Board approval of a joint contract between Leon County, the City of Tallahassee, and the top-ranked firm, Wantman Group, Inc., for the Alternative Mobility Funding Systems Study, and authorization for the County Administrator to execute same.

### **Fiscal Impact:**

This item has a fiscal impact of \$100,000 for Phase I of the study, to be shared equally between Leon County Government and the City of Tallahassee (\$50,000 each). Funds are included within the current budget.

### **Staff Recommendation:**

Option #1: Approve the Contract between Leon County Government, the City of Tallahassee, and the top-ranked firm, Wantman Group, Inc. for the Alternative Mobility Funding Systems Study (RFP 0005-17-CC-BC) (Attachment #1), and authorize the County Administrator to execute same in a form approved by the County Attorney.

## **Report and Discussion**

### **Background:**

This item requests the Board's approval and authorization to sign the contract with Wantman Group, Inc. (WGI) for the Alternative Mobility Funding Systems Study (RFP 0005-17-CC-BC). This joint City/County contract will also be signed by the City Manager.

As part of the FY2017 adopted budget, \$162,500 was included to fund a joint fee study to be evenly matched with the City of Tallahassee. The City Commission approved a matching amount in their 2017 budget and provided the same direction to proceed with this process.

At the June 14, 2016 meeting, the Board directed staff to refine the approach to include 2- phases described in the Analysis section of this item. Based on Board and City Commission direction, in October 2016, the Planning Department released a Request for Proposals (RFP) to solicit a firm to provide the above consulting work. Procurement procedures provide that a selection committee evaluate and rank the firms that respond to an RFP and submit that ranking to the elected body for approval or adjustment. Four firms responded to the RFP and their proposals were evaluated and ranked.

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

- *Complete an evaluation of transportation fee alternatives to replace the existing concurrency management system of mobility fees. (2016-18)*

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

- *(EN3) Promote orderly growth and sustainable practices.*

### **Analysis:**

At the February 7, 2017 meeting, the Board approved the selection committee's advisory ranking of the consultants and authorized the Planning Department to negotiate a contract with the top ranked firm. Upon successful negotiation with the top ranked firm, staff was instructed to bring a proposed contract to the County Commission for approval. Staff worked with Wantman Group, Inc. and a select group of County and City employees to come to an agreeable scope. That scope of services and fee schedule are included in the Contract.

Phase I of this study will analyze the benefits and challenges of the existing concurrency system compared to other transportation concurrency alternatives in order to evaluate the available models to pay for growth. This phase involves significant outreach to industry stakeholders to determine the desirable characteristics for this fee structure. Phase I will culminate with a review and analysis of our current concurrency model and other alternative models available. Phase I

will be brought back to both Commissions for consideration in early 2018. Upon receipt of the Phase I report, the County and City Commissions will determine based upon the analysis to maintain or revise the current model or pursue an alternative methodology.

Should the County and City Commissions provide direction to revise or pursue an alternative model for transportation concurrency, Phase II will then focus on the development and implementation of the selected methodology. The Contract requires that both Phase I and Phase II (if needed) of the study incorporate community engagement and industry stakeholder meetings.

**Options:**

1. Approve the Contract between Leon County Government, the City of Tallahassee, and the top-ranked firm, Wantman Group, Inc., for the Alternative Mobility Funding Systems Study (RFP 0005-17-CC-BC) (Attachment #1), and authorize the County Administrator to execute same in a form approved by the County Attorney.
2. Do not approve the contract between Leon County, the City of Tallahassee, and the top-ranked firm, Wantman Group, Inc., for the Alternative Mobility Funding Systems Study (RFP 0005-17-CC-BC).
3. Board Direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Draft Contract with the Wantman Group, Inc.

**AGREEMENT**  
**CITY OF TALLAHASSEE**  
**ALTERNATIVE MOBILITY FUNDING SYSTEMS STUDY (RFP No.0005-17-CC-BC)**  
**STANDARD TERMS FOR PLANNING CONSULTING SERVICES**  
**CONTRACT NO. 3974**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between the CITY OF TALLAHASSEE and LEON COUNTY, hereinafter called the "City" and "County" and Wantman Group, Inc. authorized to conduct business in the State of Florida, hereinafter called the "Consultant", agree as follows:

**1. SERVICES AND PERFORMANCE:**

- A. The City and County hereby retain the Consultant to furnish services to the City and County as described in the City's request for Planning Consulting Services for an Alternative Mobility Funding Systems Study (RFP No.0005-17-CC-BC), issued on behalf of the City and County. The parties have mutually agreed upon the project schedule, as contained in Exhibit "A", attached herein and incorporated by reference ("Project Schedule"). This Agreement does not authorize the performance of any services except those described in the Project Schedule. The Consultant shall not undertake or perform services outside the Project Schedule unless authorized in writing by the Planning Department "Planning".
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Change Order covering such work and compensation. Reference herein to this Agreement shall be considered to include any Change Order.
- C. In the performance of professional services, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles along with the impact of the design on the total project budget, project schedule, adjacent properties, and community values.
- E. The Consultant will submit monthly project progress reports to Planning. The project progress reports shall be in a format acceptable to Planning and shall be provided to Planning no later than the 10<sup>th</sup> day of the following month. The City and County will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. The Consultant shall maintain coordination with representatives of the City, or of other agencies as requested by the City. Any party to the Agreement may request and be granted a conference.
- E. The Consultant shall provide all labor, supervision, materials, supplies, transportation, equipment, and services necessary to assume overall responsibility for the design, coordination, and administration of the Project.

F. All services shall be performed by the Consultant to the satisfaction of the Planning Director or



her designee, who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and Change Orders of such a nature as required shall be entered into by the parties in accordance herewith.

- G. The Consultant shall not be liable for use by the City or County of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.
- H. All tracings, plans, specifications, maps, computer files, permits, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the City and County upon completion or termination without restriction or limitation on their use; and shall be made available, upon request, to the City or County at any time during the performance of such services and/or upon completion or termination of this Agreement. Where documents must be filed with other government agencies, Consultant will furnish copies to the City and County upon request. Upon delivery to the City or County of said document(s), the City or County shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant shall not copyright any material and products or patent any invention developed under this agreement. The City and County will have the right to visit the Consultant's work site for inspection of the work and the drawings of the Consultant at any time.
- I. The Consultant, their agents and subcontractors shall adhere to and comply with all applicable laws, rules, ordinances, and regulations of the Federal Government, State of Florida, and the City of Tallahassee.
- J. All planning and/or analysis models used for the purpose of this Agreement shall be compatible with those currently used by the City of Tallahassee.
- K. Notice to each party of this Agreement shall conform to the terms and conditions detailed in "Exhibit B", attached hereto and made a part hereof.

## 2. **TERM:**

- A. The term of this Agreement shall commence upon Effective Date, as stated herein, and will terminate at the completion of the Project Schedule unless sooner terminated in accordance with the provisions hereof. The City and County anticipate a contract for these services for a basic term of three (3) years with two 1-year extension options. Unless otherwise provided herein or by Change Order, the provisions of this Agreement shall remain in full force and effect through completion of all services required of the Consultant.
- B. The schedule included in the Project Schedule establishes a negotiated date of completion. This contract time is of the essence for the Project Assignment. In the event there are delays caused by the City or County in approval of any of the documents submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled Project Assignment completion date,

the City or County may grant an extension of time equal to the aforementioned project schedule delay, as a minimum, by issuance of a Change Order. This Change Order shall be for time only and will not include any additional compensation.

It shall be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Agreement within which to complete the services on the project. In the event there have been delays, which would affect the completion date, the Consultant shall submit a written request to Planning identifying the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. Planning will review the request and make a determination as to granting all or part of the requested time extension.

In the event time for performance of the Project Schedule expires and the Consultant has not requested, or if Planning has denied an extension of the Project Schedule completion date, partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the City.

### **3. AUTHORIZATION OF WORK, COMPENSATION AND PAYMENT:**

- A. This Agreement is for the completion of the Project Schedule, as contained in Exhibit "A", consisting of the Scope of Services, Fees, and Method of Compensation, including hourly rates for Consultant personnel completing the work. When the terms of the Project Schedule conflict with the provisions of this Agreement, the terms of the Agreement will control.

The Consultant will, in consideration of the agreed compensation, perform the services detailed in the Project Schedule. The City and County agree to pay the Consultant, the amounts detailed in the Project Schedule upon satisfactory completion of the services detailed in the Project Schedule. It shall be in Planning's sole discretion to determine if the services detailed in the Project Schedule have been satisfactorily completed.

Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. The Method of Compensation is established in the Project Schedule.

- B. Invoices for fees, or other compensation for services or expenses, shall be submitted to Planning in detail sufficient for a proper pre-audit and post-audit thereof. Planning shall render approval or disapproval of services within fifteen (15) working days of the receipt of the written monthly progress report unless otherwise stated in the Project Schedule. Upon Planning approval of the progress report, the consultant shall submit an appropriate invoice.
- C. Invoices for any travel expenses, when such expenses are allowed in a Project Schedule and authorized by the City's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes and City policy.
- D. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the City and County at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the City and County upon request.

- E. Records of costs incurred includes the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all sub-consultants performing work on the project, and all other records of the Consultant and sub-consultants considered necessary by the City and County for a proper audit of project or task costs.
- F. The City agrees to pay the Consultant's proper invoice pursuant to Section 218.70, Florida Statutes.
- G. Except for issues arising from contract indemnification provisions, the City shall have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the City by the Consultant on any other Agreement between the Consultant and the City. The City may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the City as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold shall continue until such time as the default has been cured, and, upon cure, the City shall have the right to retain an amount equal to the damages suffered as a result of the default.

4. **INDEMNITY AND INSURANCE:**

- A. The Consultant shall indemnify, defend, and hold harmless the City and County and all of their officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any error, omission or negligent act by the Consultant, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the Consultant, its agents, employees nor any of its sub-consultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the City or any of their officers, agents or employees during the performance of the Agreement.

When Planning receives a notice of claim for damages that may have been caused by the Consultant in the performance of services required by the Consultant under the Agreement, Planning will immediately forward the claim to the Consultant. The Consultant and Planning will evaluate the claim and report their findings to each other within seven (7) working days. Planning and the Consultant will jointly discuss options in defending the claim. After reviewing the claim, Planning will determine whether to require the participation of the Consultant in the defense of the claim or to require that the Consultant defend the City in such claim as described in this section. Planning's failure to notify the Consultant of a claim shall not release the Consultant from any of the requirements of this section upon subsequent notification by the City and County to the Consultant of the claim. The City, County, and the Consultant will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that one percent (1%) of the total compensation to the Consultant for the performance of this Agreement is the specific consideration from the City and County to the Consultant's indemnity agreement.

- B. The Consultant shall have and maintain during the term of this Agreement insurance policy or

policies, more particularly described in "Exhibit C", attached hereto and made a part hereof.

5. **COMPLIANCE WITH LAWS:**

A. All final plans, documents, reports, studies, permits and other data prepared by the Consultant shall bear the design professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, in effect at the time of execution of this Agreement.

B. Chapter 337.162 Florida Statutes applies as follows:

(1) If the City or County has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

(2) Any person who is employed by the City or County and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455 and applicable state law.

C. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, disability, age, religion, gender, national origin or any other protected class in the performance of work under this Agreement.

D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

For the breach or violation of this Paragraph, the City and County shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration. No member of the City or County, and no other officer, employee, or agent of the City or County who exercises any functions or responsibilities in connection with the carrying out of the Project Assignment to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

E. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant, or its sub-consultants, in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the City or County.

The Parties acknowledge that the City is a governmental entity subject to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

**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 CITY OF TALLAHASSEE, TREASURER-CLERK'S OFFICE, RECORDS DIVISION, CITY HALL, 300 SOUTH ADAMS STREET, TALLAHASSEE, FLORIDA 32301, (850) 891-8130, [RECORDS@TALGOV.COM](mailto:RECORDS@TALGOV.COM).**

- F. The Consultant agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying Planning and securing its consent in writing. The Consultant also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the City and County. Consultant may "furnish" data which was previously developed and/or published, copyrighted, etc.
- G. Consultant covenants and agrees that it, its employees, and its subcontractors shall be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement.
- H. Planning will consider the employment by any Consultant or sub-consultant of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act. Such violation will be cause for unilateral cancellation of this Agreement by the City or County, if the Consultant knowingly employs unauthorized aliens.

**6. TERMINATION AND DEFAULT:**

- A. The City or County may terminate this Agreement in whole or in part at any time the interest of the City or County requires such termination, as follows:
  - (1) If the City or County determines that the performance of the Consultant is not satisfactory, the City or County may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than ten (10) calendar days. If Consultant fails to cure the deficiency, the Agreement will be terminated at the expiration of the curing time specified in the notice.
  - (2) The City or County may, in their sole discretion, terminate this Agreement for convenience. If the City or County requires termination of the Agreement for convenience, the City or County shall notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
  - (3) If the Agreement is terminated before performance is completed, the Consultant shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the

Agreement.

- C. The City or County reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the Consultant for or on behalf of the City or County, without penalty.

It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the City and County.

- D. The Consultant shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 6.A. hereof. The City and County reserves the right to terminate or cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The City and County further reserves the right to suspend the qualifications of the Consultant to do business with the City or County upon any such conviction.

7. **ASSIGNMENT AND SUBCONTRACTS:**

- A. The Consultant shall maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and shall be authorized to do business within the State of Florida and may associate with it such sub-consultants, for the purpose of its services hereunder, without additional cost, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, shall not sublet, assign or transfer any work under this Agreement to other than sub-consultants specified in this Agreement or Project Assignment without the written consent of Planning.
- B. The Consultant must state in all subcontracts that services performed by any such sub-consultant shall be subject to professional consultant work performance evaluation as defined in the City Procurement Policies and Procedures Manual.

8. **MISCELLANEOUS:**

- A. The City and County's Designated Representative shall be the project manager, assigned by the appropriate City and County Department Director.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

- C. In the event that a court of valid jurisdiction finally determines that any provision of this agreement is illegal or unenforceable, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- D. There are no understandings or agreements except as herein expressly stated.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with exclusive venue in Leon County, Florida.
- F. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience.
- G. The following attachments are hereby incorporated into this Agreement as part hereof as through fully set forth herein.

Exhibit A: Scope of Services

Exhibit B: Notices

Exhibit C: Insurance Requirements

Request for Proposal No. 0005-17-CC-BC ("RFP")

Consultant's Proposal to the RFP Dated November 17, 2016

In the event of any inconsistency between any of the provisions of this Agreement and/or the Attachments or documents incorporated by reference, the inconsistency shall be resolved by giving precedence in the following order:

1. Articles of this Agreement, including Exhibits
2. The RFP
3. The Consultant's Proposal to the RFP Dated November 17, 2016

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

**CITY OF TALLAHASSEE:**

**WANTMAN GROUP, INC.**

By: \_\_\_\_\_  
Ricardo Fernandez  
City Manager

By: \_\_\_\_\_  
Michael L. Davis  
Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
James O. Cooke, IV  
City Treasurer-Clerk

Approved as to form:

\_\_\_\_\_  
Lewis Shelley  
City Attorney

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Vincent S. Long  
County Administrator

**ATTEST:**

By: \_\_\_\_\_  
Gwen Marshall, Clerk of the Court  
Leon County, Florida

Approved as to form:

\_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney



DRAFT

## EXHIBIT A

### SCOPE OF SERVICES & SCHEDULE

#### PLANNING CONSULTING SERVICES FOR ALTERNATIVE MOBILITY FUNDING SYSTEMS STUDY City of Tallahassee: RFP NO. 0005-17-CC-BC

May 22, 2017

---

#### I. DESCRIPTION

The City of Tallahassee (“CITY”) has initiated an Alternative Mobility Funding Systems Study (AMFS) to review and recommend mobility funding systems to provide an effective transportation network, expand mobility options, promote growth and development consistent with the Tallahassee-Leon County Comprehensive Plan and to ensure revenues cover the costs of transportation improvements to support future growth and travel demands.

#### II. OBJECTIVES

As the prime consultant for the (AMFS), WGI (“CONSULTANT”) shall evaluate the existing and potential long-term transportation funding options based on financial efficiency and community objectives and ultimately recommend a long-term transportation funding policy for the City of Tallahassee and Leon County that fulfills transportation funding demands, accomplishes mobility objectives and is supported by community stakeholders. The study will consist of two phases and related tasks. This scope of services includes tasks associated with Phase 1. A scope of services for Phase 2 will be submitted under a separate cover.

#### III. SCOPE OF SERVICES

Phase 1	Lump Sum Fee:	\$100,000
Task 1: Assess Existing Conditions		\$20,000
Task 2: Projected Growth and Future Travel Demand		\$35,000
Task 3: Community Engagement		\$15,000
Task 4: Final Report		\$30,000

#### Task 1: Assess Existing Conditions

##### 1. Comprehensive Plan Review

The CONSULTANT shall review the Comprehensive Plan Land Use, Transportation and Capital Improvements Element Goals, Objectives and Policies to evaluate policies related to multi-modal supportive land uses, transportation concurrency, level of service standards, complete streets, and funding of transportation improvements. The review will outline specific community priorities for transportation funding policies and the CONSULTANT shall compare current policies in the comprehensive plan with current transportation funding language in applicable Florida Statutes.

## **2. Land Use Review**

The CONSULTANT shall review existing land development patterns. Opportunities to build on existing multi-modal destinations will also be evaluated. In addition, the review will identify potential areas that could serve as Mobility Hubs (multi-modal oriented destinations), and the thresholds for establishing those areas. This will include an assessment of the Multi-modal Transportation District (MMTD), and nodes currently outlined in the comprehensive plan, such as the Mahan Corridor Nodes and the Lake Protection Nodes.

## **3. Existing Plan Review**

The CONSULTANT shall evaluate the existing plans and studies such as the Long-Range Transportation Plan (Regional Mobility Plan), Bicycle, Pedestrian and Trail Master Plans, designated bicycle routes, Multi-modal Transportation District (MMTD), Transit Development Plan and Capital and Transportation Improvement Programs to identify funded and unfunded multi-modal improvements. The existing plan evaluation will also include review of planning and corridor studies that have been conducted that identify multi-modal improvements and planning strategies. The review will identify modes of travel that are currently planned within the community to determine to what extent future technologies are addressed and to identify gaps in planned multi-modal transportation improvements.

## **4. Funding Review**

The CONSULTANT shall evaluate the availability of funding sources to determine what funds are reasonably available to fund multi-modal improvements. Available funding sources such as concurrency mitigation funding and improvements, gas taxes, sales taxes, property tax revenues, significant benefit improvements, impact fees, federal and state funding and grants and bonding of existing transportation infrastructure will be evaluated by the CONSULTANT. The development of a Mobility Plan and alternative funding system require that credit be provided to new development for (existing) funding of multi-modal improvements. The analysis will also identify gaps in (funding) data to be addressed as part of Phase 2 of the Mobility Plan (and also identify potential additional funding opportunities to promote targeted land uses and encourage public / private partnerships to construct improvements identified as part of the Mobility Plan).

## **5. Travel & Traffic Characteristics Review**

The CONSULTANT shall collect existing traffic counts, level of service standards, number of lanes, establishment of major roadway system, availability of bicycle and pedestrian facilities and transit infrastructure. Population and Employment projections as well as existing development data to include items such as number of units, number of students, square footage and type of non-residential uses and acreage of recreation, open space and conservation areas will also be obtained by the CONSULTANT. The CONSULTANT will evaluate the existing impact fees, ordinances, interlocal agreements and any charter county provisions. Lastly, the CONSULTANT shall evaluate Traffic Analysis Zone data and Model data to identify gaps in the data.

## **Task 2: Projected Growth & Future Travel Demand**

### **1. Projected Growth**

The CONSULTANT shall evaluate the projected growth through a review of the population and employment data from the Long-Range Transportation Plan and the Land Uses allowed per the adopted Comprehensive Plan. Historic growth patterns will also be evaluated. A horizon year will be established.

### **2. Future Travel Demand**

The CONSULTANT shall evaluate the regional travel demand model, outline the basis of Vehicle Miles of Travel (VMT), and determine future traffic. The future VMT will be used for the calculation of future Person

Miles of Travel. Evaluation of travel demand will also be used to determine that new development is not being charged for existing deficiencies and is not being charged more than a fair-share of the cost to accommodate future demand. The increase in future travel demand will also be utilized in calculation of the alternative funding system.

### **3. Comparison of Mobility Funding Systems**

The CONSULTANT shall compare the long term financial implications of VMPT Mobility-based system versus current concurrency system. Financial implications should be looked at both in terms of impact on the development community and impact to the city transportation funding. This will include a review of alternative mobility funding systems, policies, and fee structures; projected City and County revenues for the existing and recommended system based on city and county growth trends over time; and an evaluation of how various potential systems accomplish community transportation policy and funding goals and recommendation of an AMFS system to develop in phase two. Additionally, The CONSULTANT will outline how vested properties will be addressed; how existing non-residential uses will be treated regarding any expansion; how Planned Unit Developments (PUDs) will be entitled; and how properties developed post comprehensive plan, but not completed, will be addressed by each of the funding system options.

### **Task 3: Community Engagement**

The CONSULTANT shall prepare a Public Involvement Plan (PIP) for the Planning Alternative Mobility Study that will consist of Goals, Objectives and Strategies that will be carried through both phases of the project. The PIP will be created and implemented to serve as tiered and stage outreach approach that proactively engages a variety of stakeholders and builds ownership and support in the plan as there are multiple community interest groups, developers, consultants, residents and governmental entities that will have great interest in the effort to develop a Mobility Plan and alternative funding strategy. The community engagement activities identified in the PIP will help these stakeholders get a clear understanding of what an alternative mobility funding system can bring in terms of benefits, challenges, costs and implementation. Community engagement should focus on educating stakeholders about transportation funding options; comparing other communities' transportation funding systems; and allowing the opportunity for stakeholders to provide comments and feedback. The public outreach efforts will be designed to facilitate interest and understanding of mobility funding systems.

At minimum, the PIP strategies will include:

(1) A public outreach list that includes, but is not limited to:

- a. Developers with Local Experience;
- b. Local Professional Consultants (Planners, Engineers, Architects);
- c. Non-City/County Regulatory Agencies, such as the Florida Department of Transportation (FDOT) and the Capital Region Transportation Planning Agency;
- d. Business advocacy groups, such as The Greater Tallahassee Chamber of Commerce, the Capital City Chamber of Commerce, and the Network of Entrepreneurs and Business Advocates (NEBA);
- e. Affected City and County Departments (Growth Management, Development Support and Environmental Management, Tallahassee-Leon County Planning Department, Public Infrastructure, Traffic Engineering, etc.); and
- f. Citizens and the Council of Neighborhood Associations (CONA).

(2) Hold at least one public workshop per Phase (one workshop in Phase 1);

(3) Display booth or other presence as appropriate, at minimum, one community outreach event;

(4) Development of a stakeholder committee;

(5) Conduct stakeholder interviews with the key members of identified special interest groups; and

(6) Maintenance of a database for outreach tracking.

Standard Terms for Planning Consulting Services

#### **Task 4: Final Report**

The evaluations conducted in Phases 1 will be summarized by the CONSULTANT in a final report. The final report will include a summary of the finding from the various community stakeholder efforts. The report will include detail on similar initiatives undertaken in communities elsewhere in Florida. Recommendations will be made regarding the existing transportation concurrency system and alternative mobility funding strategies. Revenues available to fund mobility improvements will be included in the final report. Recommendations will also be included on the most appropriate alternative funding system. The final task of the report will include an action plan and the necessary key steps to assist Staff development of a Scope of Services for Phase 2.

DRAFT

## EXHIBIT B

### NOTICES

- A. Notices to the City and County for this Agreement provided herein shall be sufficient and considered effective, if sent certified mail, postage prepaid, or overnight delivery services for which a delivery receipt is required, and addressed to:

Julie Conn Christesen, AICP  
Senior Planner, Tallahassee-Leon County Planning Department  
435 North Macomb St.  
Tallahassee, FL 32301  
850-891-6400  
E-Mail: Julie.christesen@talgov.com

Notices to the City for an individual Project Assignment the assignment City Project Manager shall be contacted directly, as described above.

Notices to the Consultant for this Agreement provided herein shall be sufficient and considered effective, if sent by certified mail, postage prepaid, or overnight delivery services for which a delivery receipt is required, and addressed to:

Michael L. Davis  
Senior Vice President  
WGI  
2035 Vista Parkway  
West Palm Beach, FL 33411

- B. Effectiveness of Notice. Notices sent by certified mail or overnight express delivery as provided in Paragraph A above, shall be effective on the date on which such notice was sent and receipt verified.
- C. E-mail Notice. Notice may be sent by e-mail. E-mail notice shall be effective on the date of transmission provided that confirmation establishing the successful transmission of the notice is sent by first class mail, postage prepaid, along with a copy of the notice no later than 24 hours after the e-mail notice is transmitted.
- D. E-mail Notice Required. If any notice is required under this Agreement with a period of less than seven (7) days, notice shall be sent by e-mail as provided in paragraph C above.
- E. Saturdays, Sundays, and Legal Holidays. If the time for response to any notice expires on Saturday, Sunday or a legal holiday of the State of Florida or the City and County, the time shall be extended to 5:00 p.m. local time on the next working day.

### **EXHIBIT C - INSURANCE REQUIREMENTS**

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors.

Consultant shall maintain limits no less than:

- a. Commercial General/Umbrella Liability Insurance - **\$1,000,000** limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
    - Premise/Operations
    - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
    - Products/Completed Operations
    - Contractual
    - Independent Consultants
    - Broad Form Property Damage
    - Personal Injury
  - b. Business Automobile/Umbrella Liability Insurance - **\$1,000,000** limit per accident for property damage and personal injury.
    - Owned/Leased Autos
    - Non-owned Autos
    - Hired Autos
  - c. Workers' Compensation and Employers'/Umbrella Liability Insurance - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for **\$1,000,000** per accident.
  - d. Professional Liability Insurance - **\$1,000,000** or as per project (ultimate loss value per occurrence).
- (1) Other Insurance Provisions
- (a) Commercial General Liability and Automobile Liability Coverage's
    - The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers, and Leon County, members of its Board of County Commissioners, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additionally insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City and County. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers, and Leon County, members of its Board of County Commissioners, boards, commissions and committees, officers, agents, employees and volunteers.
    - The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers and Leon County, members of its Board of County Commissioners, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers or Leon County, members of its Board of County Commissioners, boards, commissions and committees, officers, agents,

employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers and Leon County, members of its Board of County Commissioners, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Workers' Compensation and Employers' Liability and Property Coverage

- The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers and Leon County, members of its Board of County Commissioners, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

f. All Coverage

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City and County.
- If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City or County, at their option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, City or County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.
- City and County named as "additional insured" as its interest may appear.

f. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention's must be declared to and approved by the City and County. At the option of the City and County, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers or Leon County, members of its Board of County Commissioners, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

g. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

h. Verification of Coverage

Contractor shall furnish the City and County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City and County before work commences.



i. Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

DRAFT

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #20**

# Leon County Board of County Commissioners

## Agenda Item #20

July 11, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Resolution Adopting the 2017 Update to the 2015 Tallahassee-Leon County Local Mitigation Strategy and Approval of Amended Bylaws

---

---

Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, PLACE Cherie Y. Bryant, Director, Tallahassee – Leon County Planning Department
Lead Staff/ Project Team:	Artie White, Division Manager Stephen Hodges, Senior Planner

### **Statement of Issue:**

To ensure continuing eligibility for future federal and state assistance for natural or man-made disasters, local government is required to adopt and maintain a Local Mitigation Strategy (LMS) outlining community actions that reduce risk to individuals and to property. Although federal rules require that an adopted LMS be updated at least every five years, the LMS is being updated now to reflect revised priorities based on experience with Hurricane Hermine as well as changes in membership of the steering committee. Staff requests that the Board update the LMS via resolution, and approve the LMS Steering Committee's amended bylaws

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Adopt by Resolution the 2017 Update to the 2015 Tallahassee-Leon County Local Mitigation Strategy (Attachments #1 & #2) and approve the amended LMS Steering Committee bylaws (Attachment #3).

## **Report and Discussion**

### **Background:**

The joint Tallahassee-Leon County Local Mitigation Strategy (LMS) is a plan that identifies natural and other hazards faced by the community, and outlines a series of proposed mitigation initiatives intended to reduce these hazards and their potential impacts. While a local government is not required to have an LMS, federal disaster assistance to mitigate hazards cannot be obtained without adopting an LMS that meets certain minimum criteria.

The LMS was first adopted by local government by resolution at a County Commission meeting on September 26, 2000, and a City Commission meeting on October 11, 2000. The process of developing this mitigation plan included extensive public participation through public meetings, the creation of an LMS Steering Committee, and City and County Commission workshops and meetings.

Federal rules require the LMS to be reviewed and updated as necessary every five years. The last update was in 2015, and it was adopted by resolution by the County and City Commissions in May 2015. An LMS can be updated as necessary more often than every five years. The proposed 2017 update was recommended by staff and the LMS Steering Committee for the following reasons: (1) to incorporate significant department reorganizations in both Leon County and the City of Tallahassee affecting the composition of the Steering Committee; (2) to recognize and describe Hurricane Hermine and its effects on Leon County and the City of Tallahassee; and (3) to ensure that the list of mitigation initiatives in the LMS were consistent with recent grant applications filed by Leon County, the City of Tallahassee, and a local non-profit organization for hazard mitigation funds made available from the federal disaster declaration for Hurricane Hermine.

### **Analysis:**

The LMS Steering Committee was initially assembled by the Apalachee Regional Planning Council, which had prepared the 1999 edition of the LMS. Local government departments having a substantive role in hazard mitigation, disaster response, reconstruction, or public safety were invited to participate. Other public and private institutions that may be affected by natural or other disasters, including local hospitals, universities and schools, and other non-profit organizations, were also invited to participate. The private sector was solicited through the Tallahassee Chamber of Commerce and the Council of Neighborhood Associations (CONA). The Florida Division of Emergency Management (DEM) also participated in the drafting and review of the original LMS.

Following the required Federal five-year update schedule, the Planning Department updated the LMS in 2010 and 2015. The process used to update this plan was similar to that used to create the original plan, and included soliciting input from the Steering Committee and other stakeholders through public meetings and hearings.

The 2017 update of the LMS was prepared by Planning staff to ensure that the Steering Committee member roster was accurate and up to date, that the plan recognized and described Hurricane Hermine, and that the list of mitigation initiatives and projects were up to date so as to maximize eligibility for future federal and state assistance for natural or man-made disasters (Attachment #2). The latter included incorporating where applicable recommendations outlined in the 2016 Hurricane Hermine After Action Report/Improvement Plan. The proposed changes to the LMS include:

1. Revised the list of Steering Committee members, and the current Chair and Vice-Chair of the Committee.
2. Added a paragraph to Chapter 2 – Risk Assessment and Vulnerability Analysis describing Hurricane Hermine and its effects on Leon County and the City of Tallahassee.
3. Added a paragraph describing the process used by the Steering Committee to rank and prioritize proposed Hazard Mitigation Grant Program applications.
4. Revised the list of mitigation initiatives, including eliminating those that have been completed or are no longer considered feasible. Several new initiatives were added to the list, and a few redundant initiatives were combined. All of the initiatives were reprioritized to position the LMS for anticipated Hazard Mitigation Grant Program (HMGP) funding following Hurricane Hermine.
5. The Public Participation section of the LMS was revised to state that the 2017 Update to the 2015 Tallahassee-Leon County Local Mitigation Strategy would be posted to the Planning Department's website.

The Steering Committee bylaws were also updated and approved by the Committee to reflect the recent reorganization of several local government departments, as well as several new organizations added to the Committee. These organizations include the Leon County Sheriff's Department, the Leon County Division of Emergency Management, the Tallahassee Department of Department of Underground Utilities and Public Infrastructure, the Blueprint Intergovernmental Agency, and the Apalachee Regional Planning Council.

Adoption is being sought at this time via resolution, as was conducted in both the original and subsequent updates of the LMS. The resolution (Attachment #1) declares the Board's direction. The revised bylaws of the Steering Committee are also included as Attachment #3. They are also included in the LMS as Technical Appendix B.

**Options:**

1. Adopt by Resolution the 2017 Update to the 2015 Tallahassee-Leon County Local Mitigation Strategy (Attachments #1 & #2) and approve the amended LMS Steering Committee Bylaws (Attachment #3).
2. Do not adopt by Resolution the 2017 Update to the 2015 Tallahassee-Leon County Local Mitigation Strategy and do not approve the amended LMS Steering Committee Bylaws.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Resolution adopting the 2017 Update to the 2015 Tallahassee-Leon County Local Mitigation Strategy
2. 2017 update to the 2015 Tallahassee-Leon County Local Mitigation Strategy
3. Amended Bylaws for the LMS Steering Committee

**RESOLUTION NO. R17-**

**RESOLUTION ADOPTING LOCAL HAZARD MITIGATION STRATEGY**

**WHEREAS**, Leon County is subject to natural and man-made hazards, such as floods, hurricanes, sinkholes, wildfires, and release of hazardous materials and these hazards affect the health and property of the citizens of the County as well as its economic viability; and

**WHEREAS**, businesses lose revenue when damaged or isolated by storms and homeowners are subject to evacuation, lower home values, and higher insurance premiums; and

**WHEREAS**, disasters also impact local government when community infrastructure such as roads, water systems and wastewater treatment plants are subject to damage and costly repair; and

**WHEREAS**, hazard mitigation consists of actions, such as structural enhancements, planning, code enforcement, and responsible development, taken to permanently reduce or eliminate the long-term risks to people and property from the effects of hazards; and

**WHEREAS**, a “Local Mitigation Strategy” can minimize the effects of hazards by the following:

1. Identifying hazards to which the County is vulnerable;
2. Determining where the county is vulnerable to these hazards;
3. Assessing facilities and structures vulnerable to hazards;
4. Preparing a prioritized list of mitigation projects;
5. Identifying sources of funding, and
6. Making hazard awareness a community goal.

**WHEREAS**, the City and the County participate in the development and maintenance of the Local Mitigation Strategy under an interlocal agreement; and

**WHEREAS**, a Local Mitigation Strategy was originally adopted by the Board of County Commissioners in September 2000, and the last update approved in May 2015,

**WHEREAS**, Federal and State rules require that each local government participating in a Local Mitigation Strategy must adopt and maintain the document individually.

**WHEREAS**, a Local Mitigation Strategy has been prepared for the County by the Tallahassee – Leon County Planning Department;

**NOW, THEREFORE, BE IT RESOLVED** by the Board Of County Commissioners of Leon County, Florida, assembled in regular session this 11th day of July, 2017, that:

1. The Board the Leon County Board of County Commissioners adopts the 2017 update to the 2015 update of the Local Mitigation Strategy, attached hereto and incorporated therein.
2. The Board supports the following local hazard mitigation goals of the strategy:
  1. Protect human health, safety and welfare;
  2. Protect economic activities within the community;
  3. Enhance regional mitigation efforts;
  4. Promote adequate and safe housing;
  5. Protect community resources, including but not limited to, infrastructure, and environmental, recreation and historical resources; and
  6. Promote the community's ability to respond to a disaster in a timely manner.
3. The Local Mitigation Strategy represents a set of goals, and does not require the Board to affirmatively act unless and until the Board identifies and commits the resources necessary to act.
4. As resources permit, the Board of County Commissioners will pursue federal, state, and other financial and technical resources and incentives with which to implement the Local Mitigation Strategy in a cost-effective manner.
5. This resolution shall become effective immediately upon its adoption.



**PASSED AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, this 11th day of July, 2017.

LEON COUNTY, FLORIDA

\_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

ATTEST:

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

By: \_\_\_\_\_

APPROVED AS TO FORM:  
County Attorney's Office  
Leon County, Florida

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

# City of Tallahassee / Leon County Local Mitigation Strategy



Updated May 2017

*This page is intentionally blank.*

## 2017 LOCAL MITIGATION STRATEGY TABLE OF CONTENTS

---

<b><u>Executive Summary</u></b>	<b>v</b>
<b><u>Glossary</u></b>	<b>vii</b>
<b><u>Chapter 1 –Planning Process</u></b>	<b>1</b>
1.1 History	1
1.2 Jurisdiction	2
1.3 Benefits of Hazard Mitigation	2
1.4 LMS Steering Committee and Working Group Members	3
1.5 Current LMS Update and Plan Adoption Process	7
1.6 Incorporation of Supporting Information and Documents	9
1.7 Planning Process	10
1.8 Opportunity for Public Involvement	11
<b><u>Chapter 2 – Risk Assessment and Vulnerability Analysis</u></b>	<b>13</b>
2.1 Leon County Profile	13
2.1.1 Land Uses	14
2.1.2 Physiographic and Environmental Characteristics	15
2.1.3 Future Development Trends	16
2.2 Hazard Risks and Vulnerability	19
2.2.1 Risk	21
2.2.2 Hazard Vulnerability Modeling	22
2.3 Vulnerability Assessment	25
2.3.1 Hurricanes and Tropical Storms	26
2.3.2 Thunderstorms	47
2.3.3 Tornados	54
2.3.4 Lightning	59
2.3.5 Drought	64
2.3.6 Flooding	67
2.3.7 Wildfires	87
2.3.8 Sinkholes	98
2.3.9 Storm Surge/Tsunami	104
2.3.10 Dam Failure	109
2.3.11 Exotic Pest Infestations	117
2.3.12 Diseases and Pandemics	123

2.3.13 Technological and Societal Hazards	134
2.3.13.1 Hazardous Materials Storage and Transportation	135
2.3.13.2 Terrorism	151
2.3.13.3 Aviation Incidents	153
2.3.13.4 Energy Failures/Disruptions	155
2.5 Critical Facilities	158
2.6 Risk Summary	160
<b><u>Chapter 3 – Mitigation Strategy</u></b>	<b>161</b>
3.1 Hazard Mitigation Goals and Objectives	161
3.2 Prioritization Procedures for Hazard Mitigation Actions	163
3.3 Current Prioritized Hazard Mitigation Actions	163
<b><u>Chapter 4 - Plan Maintenance</u></b>	<b>180</b>
4.1 Monitoring, Maintenance and Updating	181
4.2 Coordination with Other Planning Mechanisms	181
4.3 Public Participation	182

## **Figures**

1. Leon County Urban Area Future Land Use Map, 2014
2. Conceptual Model of Hazus-MH Methodology
3. Historical Track of Hurricanes Passing within 65 miles of Leon County, 1985 – 2013
4. Landfall Probabilities Regional Map, 2014
5. Estimated Hurricane Storm Surge within Franklin and Leon counties
6. Model Category 3 Hurricane Path
7. Category 3 Hurricane Loss by Census Tract – Leon County
8. Category 3 Hurricane Loss by Census Tract – City of Tallahassee
9. Housing Vulnerability – Leon County
10. Housing Vulnerability – City of Tallahassee
11. Historic Properties in the City of Tallahassee
12. Mobile Home Cluster and Hurricane Storm Surge
13. Lightning Fatalities by State, 1959-2011
14. Lightning Flash Density Map of Leon County, Florida
15. 10-year U.S. Flash Density
16. Florida Drought Map for February 24, 2015
17. 100-Year Flood Plain in Leon County, Florida
18. 100-Year Floodplain in the City of Tallahassee, Florida
19. Zone AE Depth-to-Flood in Leon County, Florida
20. Zone AE Depth-to-Flood in the City of Tallahassee, Florida
21. Mobile Home Clusters in the 100-Year Flood Plain
22. Septic Tanks in the 100-Year Floodplain
23. Wildland Urban Interface of Leon County, Florida
24. Wildfire Risk in Leon County, Florida
25. Wildfire Risk in the City of Tallahassee, Florida
26. Karst Subsidence Events in Leon County, Florida, 1967 – 2014
27. Areas of Sinkhole Occurrence: Florida
28. NOAA Estimate of Storm Surges along Florida's Gulf Coast, 13 March 1993
29. Leon County Tsunami Vulnerability MEMPHIS Map, 2005
30. Estimated Hurricane Storm Surge within Franklin and Leon counties
31. Dam Locations, Leon County, Florida, 2014
32. 1957 Break in Jackson Bluff Dam
33. 2012 Southern Pine Beetle Forecasted Infestation Levels
34. Southern Pine Beetle Florida Township Hazard Rating Map 2009
35. Pandemic Severity Index, 2007
36. Areas with Confirmed Human Cases of Avian Influenza (H5N1), 2003 – 2009

**Technical Appendices**

- A. Resolutions Adopting the Tallahassee-Leon County LMS**
- B. Amended LMS Steering Committee Bylaws (2017)**
- C. LMS Committee Meeting Minutes (2010 – 20117)**
- D. Local Government Inventory of Flooded Structures and Planned Drainage Improvement Projects**
- E. 2014 Annual CRS Report**
- F. Leon County Small Quantity Generator Data (2009-2013)**
- G. Southern Wildfire Risk Assessment Summary Report for Leon County (2014)**
- H. Public Meeting Notice**
- I. Common Invasive Plants of Leon County**
- J. Channeled Apple Snail**
- K. Thunderstorm Events (January 1, 2010 – December 31, 2014)**
- L. Lightning Events (January 1, 2010 – December 31, 2014)**
- M. Mitigation Grant Proposal Project Ranking System**

## EXECUTIVE SUMMARY

The *Tallahassee-Leon County Local Mitigation Strategy* (LMS) is a comprehensive plan intended to reduce the community's long-term vulnerability to natural and technological hazards through various forms of mitigation. Hazard mitigation is any program, initiative, or action taken to permanently reduce or eliminate long-term risk to people and their property from the effects of hazards. Hazards can be natural, such as hurricanes and floods, or technological, such as hazardous materials incidents or a large-scale loss of power.

The Plan is organized into four chapters:

- Chapter 1 describes the role of the LMS Committee and the larger Working Group in developing the overall mitigation strategy and its component initiatives.
- Chapter 2 is the Hazard Identification and Vulnerability Assessment. This section provides an overview of the types of natural and technological hazards the County is vulnerable to, and a history of these hazards and their effects. Natural hazards identified and assessed by the working group include hurricanes and tropical storms, thunderstorms, tornados, lightning, drought, floods, wildfires, sinkholes, storm surge/tsunami, dam failure, exotic pest infestations, and diseases and pandemics. Technological hazards include hazardous materials storage and transportation, terrorism, aviation incidents, and energy failures/disruptions.
- Chapter 3 describes ongoing and proposed mitigation programs, policies and projects identified by the Working Group. These include program and policy initiatives such as ordinances or updates to existing codes and plans. These are often ongoing, non-capital programs that have been directed by local elected officials. Mitigation projects are capital improvements such as road paving and culvert repairs and other infrastructure upgrades or replacements. For these efforts, local government may require outside funding assistance. To assist the latter, each mitigation initiative identified in this Chapter includes potential funding sources where available.
- Chapter 4 describes the process to monitor, evaluate, and update the plan over the next five years. This section also describes procedures intended to keep the public actively involved in local hazard mitigation planning, and how the LMS will be consistent and incorporated into other local planning mechanisms where appropriate.

Within the LMS, the Steering Committee has developed a series of mitigation initiatives intended to address hazards that affect various areas and constituencies of Leon County, while trying to protect the public at large from these hazards. This is also intended to be an evolving list that will change as current projects are completed, new needs and problems are identified, and local priorities change with development, population shifts and increases. The Steering Committee will meet annually to review and update this strategy. These procedures are detailed in Chapter 4, while the LMS Steering Committee bylaws are included in Technical Appendix B.

The Florida Division of Emergency Management requires local mitigation strategy plans be adopted by resolution by local government(s). To fulfill this requirement, the *Tallahassee-Leon County Local Mitigation Strategy* 2015 Update will be adopted by resolution by both the Leon County Board of Commissioners and the Tallahassee City Commission. Adoption of the LMS will not have any effect on the Tallahassee-Leon County Comprehensive Plan at this time, as the policy changes identified in the



most recent update have been provided within the Tallahassee – Leon County Local Government Comprehensive Plan. Adoption of the LMS will allow Leon County and the City of Tallahassee to apply for hazard mitigation and disaster recovery funds from state and federal sources, as well as provide a framework for applying these funds.

## **Glossary of Natural Hazard and Mitigation Terms<sup>1</sup>**

The following terms are used in the field of hazard mitigation, or describe community facilities, federal programs, processes, or elements of a hazard mitigation or community recovery program.

*Aquifer Recharge Areas:* Areas contributing to or providing volumes of water, which make a contribution to the storage or regional flow of an aquifer.

*Base Flood Elevation (BFE):* The highest elevation, expressed in feet above sea level, of the level of flood waters occurring in the regulatory base flood (i.e. 100-year flood event).

*Building Codes:* Regulations adopted by local government that establish standards for construction, modification, and repair of buildings and other structures.

*Coastal High Hazard Area (CHA):* Evacuation zone for a Category 1 hurricane as established in the Tampa Bay Regional Planning Council's Hurricane Evacuation Study.

*Community Development Block Grants (CDBG):* The objective of the CDBG program is to facilitate the development of viable urban communities by providing decent housing and a suitable living environment, while expanding economic opportunities primarily for persons of low and moderate incomes. Funds must be used so as to give maximum feasible priority to activities which will carry out one of the three broad national objectives of: benefit to low and moderate income families; or aid in the prevention or elimination of slums or blight; or activities designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community.

*Community Rating System (CRS):* An initiative of the Federal Insurance Administration to encourage increased efforts in the reduction of flood losses, facilitate accurate insurance ratings and promote the awareness of flood insurance.

*Comprehensive Emergency Management Plan (CEMP):* Required by Florida Statutes and addresses the four inter-related phases of emergency management: preparedness, response, recovery and mitigation.

*Critical Facilities:* A structure from which essential services and functions for victim survival, continuation of public safety actions, and/or disaster recovery are performed or provided. These may include one or more of the following: Hospitals, nursing homes, medical service facilities, convalescent and assisted living facilities; police stations, fire stations, storage of critical records; government buildings and law enforcement offices; evacuation shelters and emergency operation centers that are needed for flood response activities before, during, or after a flood; and public and private utility (water and wastewater) facilities that are vital to maintaining or restoring normal services to flooded areas before, during, and after a flood; radio/cellular/TV towers; schools and universities ; landfills; and structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic and/or water-reactive materials. The term includes facilities that are assigned Risk Category III and Risk Category IV pursuant to the Florida Building Code, Building.

*Cultural Facilities:* Establishments such as museums or art galleries of an historic, educational or cultural interest that are not operated commercially.

<sup>1</sup> Pasco County Local Mitigation Strategy, 2014.

*Development:* The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

*Disaster:* Any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a request for a declaration of a state of emergency or disaster by a community or state to the President of the United States. Disasters are identified by the severity of resulting damage, as follows:

- **Minor Disaster:** A disaster that is likely to be within the response capabilities of local government and to result in only a minimal need for State or Federal assistance.
- **Major Disaster:** A disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance.
- **Catastrophic Disaster:** A disaster that will require massive state and federal assistance, including immediate military involvement.

*Drainage:* Surface water runoff or the removal of surface water or groundwater from land by drains, grading or other means.

*Emergency Management, Preparedness and Assistance (EMPA) Trust Fund Grant Program:* Competitive grant for the state or regional agencies, local governments and private non-profit organizations for the implementation of projects that will further state and local emergency management objectives.

*Evacuation Routes:* Routes designated by Pasco County Office of Emergency Management and the Tampa Bay Regional Planning Council for the movement of persons to safety in the event of a hurricane.

*Floodplain Management Plan:* The operation of a program containing corrective and preventive measures for reducing flood damage including, but not limited to, flood control projects, floodplain land use regulations, flood proofing of buildings and emergency preparedness plans.

*Flood-prone Areas:* Areas inundated during a 100-year event or areas identified by the National Flood Insurance Program as an "A Zone" on Flood Insurance Rate Maps or Flood Hazard Boundary Maps.

*Goal:* Long-term end toward which programs or activities are ultimately directed.

*Habitat:* The particular natural community or communities that typically support a population of a particular plant or animal species.

*Hazardous Material:* Any substance or material in a quantity or form which may be harmful to humans, animals, crops, water systems, or other elements of the environment if accidentally released.

Hazardous materials include: explosives, gases (compressed, liquefied, or dissolved), flammable and combustible liquids, flammable solids or substances, oxidizing substances, poisonous and infectious substances, radioactive materials and corrosives.

*Hazard Mitigation Grant Program (HMGP):* The program operates under the authority of Public Law 100-707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Section 404 provides to eligible applicants 75/25 (75% federal/25% local) matching funds to implement immediate and long-term hazard mitigation measures. Up to 15% of the combined Public Assistance (PA) and Individual Assistance (IA) funding distributed during any single disaster is available to fund hazard mitigation projects. Section 406 is site-specific mitigation that is written if authorized by the federal/state/local officials and is in accordance with any applicable rules and regulations.

*Historic Resources:* All areas, districts or sites containing properties listed on the Florida Master Site File, the National Register of Historic Places, or designated by a local government as historically, architecturally, or archaeologically significant.

*Hurricane Shelter:* A structure which meets the shelter selection guidelines, designated by local officials to be pre-identified for sheltering residents during a hurricane.

*Infrastructure:* Man-made structures which serve the common needs of the population, such as: sewage disposal systems, potable water systems, potable water wells serving a system, solid waste disposal sites or retention areas, stormwater systems, utilities, piers, docks, wharves, breakwaters, bulkheads, seawalls, bulwarks, revetments, causeways, marinas, navigation channels, bridges and roadways.

*Local Mitigation Strategy (LMS):* Plan developed to minimize negative impacts (potential loss of life or property damage) from a natural, man-made or technological disaster.

*Long-Term Temporary Housing:* Tents, mobile homes, suitable rental housing, or other readily fabricated dwellings set-up for residents to live in until they are able to return to their own homes or find new homes. Utilization of this type of housing can last up to six months or longer.

*Mitigate:* To offset or reduce negative impacts through measures such as, but not limited to:

- Not taking action or parts of certain action.
- Limiting the degree or magnitude of the action.
- Repairing, rehabilitating, or restoring the affected resources.
- Preserving and maintaining operations over time during the life of the action, and
- Replacing or providing substitute resources or environment.

*Mobile Home:* A structure, transportable in one or more sections, twelve (12) body feet or more in width, and over forty (40) feet in length, which is built upon an integral chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained herein. If fabricated after June 15, 1976, each section shall bear a HUD label certifying that it was built in compliance with Federal Manufacturing Home Construction and Safety Standards 42 USC 5401 and 24 CR 3282 and 3283.

*Mobile Home Park:* A mobile home development consisting of a parcel of land under single ownership which has been, or is proposed to be, planned and improved for the placement of mobile homes for non-transient use.

*Mobile Home Space:* A plot of land for placement one mobile home within a mobile home park.

*National Flood Insurance Program (NFIP):* A federal program, which authorizes the sale of federally subsidized flood insurance in communities that agree to adopt and implement flood mitigation strategies and regulations.

*Non-Special Flood Hazard Area (NSFHA):* Moderate-to-low risk areas where the risk of being flooded is reduced but not completely removed. These areas submit over 20% of NFIP claims and receive one-third of disaster assistance for flooding. Flood insurance isn't federally required in moderate-to-low areas, but it is recommended for all property owners and renters. They are shown on FIRMs as zones labeled with the letters B, C or X (or a shaded X).

*Objective:* A specific, measurable, intermediate end that is achievable and marks progress toward a goal.

*Open Space:* Undeveloped lands suitable for passive recreation or conservation uses.

*Post-Disaster Recovery:* Long-term activity designed to return life to normal or improved levels following a disaster.

*Project Impact:* FEMA initiative that challenges communities to take actions that protect families, businesses and property by reducing the effects of natural disasters.

*Public Facilities:* Systems or facilities falling into categories such as transportation, sewer, solid waste, drainage, potable water, educational, parks and recreation, and public health.

*Recreational Vehicle:* Vehicle type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

*Recreational Vehicle (RV) Park:* Place set aside and offered by a person, for either direct or indirect remuneration of the owner, leaser, or operator of such place, for the parking, accommodation, or rental of five or more recreational vehicles or tents; and the group camping and similar recreational facilities.

*Retrofit:* Corrective measures taken on an existing structure to minimize damage caused by water, wind and fire.

*Runoff:* The part of the rainfall that travels to surface streams and water bodies via surface or subsurface routes.

*Special Flood Hazard Area (SFHA):* High-risk areas where there is at least a 1 in 4 chance of flooding during a 30-year mortgage. All home and business owners in these areas with mortgages from federally regulated or insured lenders are required to buy flood insurance. These areas are shown on the FIRMs as zones labeled with the letters A or V.

*Storm Surge:* The abnormal rise in water level caused by the wind and pressure forces of a hurricane or tropical storm. Storm surge produces most of the flood damage and drowning associated with storms that make landfall or that closely approach the coastline.

*Stormwater:* Flow of water resulting from a rainfall event.

*Subdivision:* The division of land, lot, tract or parcel into two or more lots, parcels, plats or sites, or other divisions of land for the purpose of sale, lease, offer, or (immediate or future) development. The term also includes the division of residential, commercial, industrial, agricultural, or other land by means such as deed, metes and bounds description, lease, map or plat.

*Undetermined-Risk Areas:* No flood-hazard analysis has been conducted in these areas, but a flood risk still exists. Flood insurance rates reflect the uncertainty of the flood risk. These areas are labeled with the letter D on the FIRMs.

*Wetlands:* Areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils.

## **Chapter 1 –Planning Process**

This Chapter covers the planning process that the Local Mitigation Strategy Steering Committee utilized to develop the LMS.

### **1.1 History**

In the summer of 1998, the Florida Department of Community Affairs (DCA) provided funding to all Florida counties and municipalities to assist them in preparing a comprehensive Local Mitigation Strategy (LMS). The original goals of the LMS was to help local officials identify and assess the various natural and technological disasters the county faced and to identify locally developed strategies to reduce the impact of future disasters.

Utilizing this funding, the City of Tallahassee and Leon County entered into an inter-local agreement to administer a state contract to prepare an LMS that would benefit both local governments.

The original LMS Committee was assembled by the Apalachee Regional Planning Council to create the 1999 edition of the LMS. All local government departments and divisions with a role in hazard mitigation, disaster response, or public safety were invited to participate. Major employers, including the area hospitals, the universities and schools, were also included, as well as the Tallahassee Builder's Association, the Chamber of Commerce, the Council of Neighborhood Associations (CONA), representing homeowner interests, and the State of Florida via the Division of Emergency Management.

Following an advertised public workshop on September 19, 2000, the first edition of the LMS was adopted by the Leon County Board of County Commissioner at a regular meeting on September 26, 2000, and by the Tallahassee City Commission at a regular meeting on October 11, 2000.

Building upon a 1998 interlocal agreement between the City of Tallahassee and Leon County, bylaws for the Tallahassee-Leon County Local Mitigation Strategy Steering Committee were adopted and ratified by both local governments on November 26, 2002. Steering Committee bylaws were approved at advertised meetings of both commissions. All meetings of the Steering Committee have and continue to be publicly advertised as per State of Florida statutory requirements for local government meetings.

The LMS was updated in 2005, 2010, 2015, and 2017 with input provided by the Steering Committee the local government departments listed in the bylaws, the Apalachee Regional Planning Council, the Capital Chapter of the American Red Cross, the Division of Emergency Management (DEM), and the Federal Emergency Management Agency (FEMA). All updates were provided to the public at advertised meetings and adopted by resolution by both the Leon County Board of County Commissioners and the Tallahassee City Commission at their regular advertised public meetings.

## 1.2 Jurisdiction

The *Tallahassee-Leon County Local Mitigation Strategy* is a joint product of the participating local governments and represents a consistent, comprehensive set of goals, initiative and programs and capital projects intended to reduce risks for the citizens of both the unincorporated areas of Leon County as well as those residing in the incorporated area (i.e., the City of Tallahassee). This document, which has been updated several times, also serves as the City of Tallahassee's Floodplain Management Plan. Other than in its capacity as the Local Mitigation Strategy for Leon County in general, the document provides no other role for developing areas and/or rural communities in the unincorporated county such as Woodville, Miccosukee, or Bradfordville.

Since the initial adoption of the LMS, the LMS Steering Committee has continued to meet on a regular basis and to endorse specific projects for funding through Federal disaster assistance programs. As of 2015, the LMS Committee has submitted requests for approximately \$14.4 million dollars in Federal matching funds for local hazard mitigation projects since 2000.

Although the LMS is a planning document for both jurisdictions, data and analyses developed specifically for the participating local governments are provided separately where necessary. Capital projects are also listed independently for these two governments because their budgets and implementing agencies are independent of each other. Other initiatives or policies unique to either local government are also identified where appropriate. Nevertheless, the *Tallahassee-Leon County Local Mitigation Strategy* applies to the entirety of Leon County.

## 1.3 Benefits of Hazard Mitigation

*Hazard mitigation* is any action taken to permanently reduce or eliminate long-term risk to people and their property from the effects of hazards. Some examples of hazard mitigation include land use planning that limits infrastructure in high hazard areas, retrofitting existing structures to meet new building codes and standards, and acquiring existing structures in a high hazard area. Communities can minimize the effects of future hazards through a mix of planning, code enforcement and responsible development.

A *Local Mitigation Strategy* is a community-based plan to make cities and counties safer and more resistant to natural and technological hazards. Every community is exposed to some level of risk from hazards. Hurricanes, tornados, floods, hazardous material spills, fires, and sinkholes are some of the hazards experienced by Florida communities. Hazards cannot always be eliminated, but exposure to these hazards and their potential effects can be reduced through proper planning. The local mitigation strategy does this by accomplishing the following:

1. Identifying hazards to which the county is vulnerable, such as hurricanes, tornados, floods, fires, and hazardous materials releases;
2. Determining where the community is most vulnerable to these hazards;
3. Assessing the facilities and structures that are most vulnerable to hazards;
4. Preparing a prioritized list of mitigation projects to take advantage of available funding;
5. Identifying funding sources for the mitigation projects; and
6. Making hazard awareness and education a community goal.

A local mitigation strategy benefits the community by not only reducing risks, but also by conserving valuable economic, natural, and other resources. Businesses in high hazard areas lose valuable revenue when damaged or isolated by storms. The American Red Cross estimates that less than 50 percent of businesses heavily damaged by a disaster will still be in business three to five years after the disaster. Residents who build in high hazard areas are subject to evacuation, damage to their homes and personal property, lower home values, and higher insurance premiums.

Disasters also cost local governments in time and revenues. Community infrastructure such as roads, drainage systems, water systems, and wastewater treatment plants built in high hazard areas are subject to frequent damage and costly repairs. Federal post-disaster assistance does not cover all the costs of recovery. A local government is responsible for up to 12.5 percent of local public recovery costs in a federally declared disaster. In smaller events that are not federally declared, the local government is responsible for 100 percent of the local recovery costs. These costs can put a significant strain on the budget of a small local government without significant revenue sources. Disruption of the community's infrastructure can also hamper the local economy, impacting the tax base and making recovery more difficult. But the public costs of a disaster are not related to infrastructure alone. Critical facilities such as hospitals, schools, airports, and major government buildings located in high hazard areas are often subject to damaging conditions just when they are needed the most. And of course, the cost to community health, safety and welfare can never be accurately calculated.

The *Tallahassee-Leon County Local Mitigation Strategy* will enable county and municipal officials, the business community and local citizens can help reduce risks and costs by including hazard mitigation as part of everyday planning, rather than limiting it to the measures taken immediately before or after a disaster strikes.

#### **1.4 LMS Steering Committee and Working Group Members**

The *Tallahassee-Leon County Local Mitigation Strategy* was largely developed by the LMS Committee, a working group comprised of City and County personnel, and representatives from various private, public, and non-profit sector interests. Beginning in October 1998, the group met numerous times to identify and evaluate the hazards facing Leon County and the City of Tallahassee. (For a complete list of meeting dates and minutes, please refer to Technical Appendix C.)

The original LMS Committee was eventually divided into two groups for efficiency: the Steering Committee, whose function was to direct the course of the local mitigation strategy development; and the Working Group, who provided much of the data that went into the Hazard Identification and Vulnerability Assessment, as well as identifying many of the proposed mitigation initiatives. The Steering Committee was created in accordance with the Code of Federal Regulations, Title 44 CFR Part 201, and Section 252.46 Florida Statutes, and it is governed by a set of bylaws adopted by the City of



Tallahassee and Leon County. Both the Steering Committee and Working Group are collectively referred to in this document as the LMS Committee. The representative agencies and organizations are listed below.

The interlocal agreement between both participating local governments establishing the Steering Committee designates the LMS Committee to undertake long-range mitigation planning and implementation of the LMS. The leadership of the Steering Committee includes several department-level directors to help ensure that hazard mitigation issues and priorities can be addressed more directly at the higher levels of administration within both the City and the County.

The following lists include all current members of the Steering Committee and the Working Group. The primary roles of Steering Committee members are also defined.

Table 1.1: Steering Committee Members (in order of appearance in bylaws).

Agency / Department	Primary Role(s)	Status
Leon County Department of Development Services and Environmental Management	Code Compliance; Environmental Review	Voting
Leon County Department of Public Works	Drainage, Flood Control, Roads and Evacuation; Solid Waste Management	Voting
Leon County Sheriff's Office	Public Safety	Voting
Leon County Emergency Management	Emergency Management	Voting
Tallahassee Department of Department of Underground Utilities and Public Infrastructure	Drainage, Flood Control	Voting
Tallahassee Fire Department	Fire; Emergency Rescue; HazMat Response	Voting
Tallahassee Police Department	Public Safety	Voting
Tallahassee-Leon County Planning Department	Mitigation Planning; Comprehensive Planning	Voting
Tallahassee/Leon County MIS/GIS	Environmental and Property Data; Mapping	Voting
Capital Area Chapter of the American Red Cross	Public Safety; Emergency Response	Voting
Leon County Emergency Medical Services	Emergency Medical Services	Voting
Blueprint Intergovernmental Agency	Planning and Implementation	Voting
Florida Division of Emergency Management	Agency Liaison	Non-voting (ex officio)
Tallahassee Memorial Hospital	Regional Hospital	Non-voting (ex officio)
Capital Regional Medical Center	Regional Hospital	Non-voting (ex officio)
Florida State University	University Liaison	Non-voting (ex officio)
Florida Agricultural and Mechanical University	University Liaison	Non-voting (ex officio)
Tallahassee Community College	Emergency Management Coordinator	Non-voting (ex officio)
Apalachee Regional Planning Council	Regional Planning	Non-voting (ex officio)
Council of Neighborhood Associations	Homeowner Community Liaison	Non-voting (ex officio)
Tallahassee Area Chamber of Commerce	Business Community Liaison	Non-voting (ex officio)

## Officers

### *2017 LMS Committee Chair:*

Scott A. Weisman, Director  
Tallahassee – Leon County Geographic Information Systems  
301 S. Monroe Street  
Tallahassee, Florida 32301  
Email: [WeismanS@leoncountyfl.gov](mailto:WeismanS@leoncountyfl.gov)

### *2017 LMS Committee Vice-chair:*

Cherie Bryant, Director  
Tallahassee – Leon County Planning Department  
435 N Macomb Street  
Tallahassee, FL 32301  
Email: [Cherie.Bryant@talgov.com](mailto:Cherie.Bryant@talgov.com)

### *Support Staff:*

Stephen M. Hodges, AICP  
Senior Planner & LMS Coordinator  
Tallahassee – Leon County Planning Department  
Renaissance Center  
435 N. Macomb Street  
Tallahassee, Florida 32301 Email: [stephen.hodges@talgov.com](mailto:stephen.hodges@talgov.com)

Under the LMS Committee bylaws, the LMS coordinator is a designated staff of the Tallahassee-Leon County Planning Department, a joint department that reports to both the City and County Commissions. The LMS coordinator provides staff support for all Steering Committee and Working Group meetings and communications. The LMS coordinator serves as a clearinghouse for local government activities and is responsible for placing most actions regarding the LMS on the agenda for the appropriate commission. The LMS coordinator is also the primary point of contact with the Division of Emergency Management regarding LMS planning, hazard mitigation in general, and grants processing.

The jurisdiction of this LMS is Leon County and the City of Tallahassee. Stakeholders represented on the LMS Committee and Working Group include all local departments with emergency response, hazard mitigation, and development responsibilities, as well as other departments providing significant services in these areas. Additional stakeholders include all of the local major hospitals and institutions of higher learning, and the leadership of the local Council of Neighborhood Associations. Regional agencies providing assistance and coordination include the Apalachee Regional Planning Council and the Northwest Florida Water Management District.

## 1.5 Current LMS Update and Adoption Process

Details of how the four chapters of the LMS were updated are discussed below.

### Chapter One – The Planning Process

This chapter was revised to include the procedures employed to prepare the 2017 LMS update. The Planning Process section describes how the LMS has been developed and updated. Chapter One also describes the current composition of the LMS Steering Committee and Working Group. In re-evaluating local hazard mitigation needs, the LMS Steering Committee voted to add representatives of the three local institutions of higher learning (Florida State University, Florida Agricultural and Mechanical University, and Tallahassee Community College). This section also details how the public was involved in local hazard mitigation planning processes, and also describes opportunities for public participation in the LMS update process.

### Chapter Two – Risk Assessment and Vulnerability Analysis

This chapter was revised to evaluate and update with new data where it was available all hazards, including their general description and location, historical occurrences, estimated impacts, probability, and extent, vulnerability, and risk. Risk and vulnerability analyses generated by selected Hazus modeling runs were incorporated into the Vulnerability Analysis sections for selected natural hazards for which such data were available. Hazus identifies the population and structures at risk for selected hazards and uses Department of Revenue data to estimate potential dollar losses of vulnerable structures. The Hazus modeling runs utilized were conducted with Hazus-MH 2.0 in late 2011 and early 2012 for the 2012 Tallahassee – Leon County Post-Disaster Redevelopment Plan. The latest versions of Hazus (Hazus-MH 2.1 and 2.2) were released too late to be utilized for this edition of the LMS. Natural hazard profiles evaluated by the Update Subcommittee resulting in the following changes:

1. Hazard profiles for **Hurricanes and Tropical Storms, Thunderstorms, and Tornadoes** incorporated into one section called “Severe Weather Events.” **Lightning** was added to this section as a new hazard, and **Flooding** was assigned as a stand-alone hazard. These changes make the updated LMS more consistent with the new 2012 Leon County Post Disaster Redevelopment Plan and the existing Leon County Comprehensive Emergency Management Plan.
2. A hazard profile for **Aviation Incidents** was added to reflect increased airport and other aerial activity, and the hazard profiles for **Earthquakes** and **Volcanic Activity** were removed. There are no records of either of the latter in Leon County, and the Update Subcommittee determined that these were unlikely to occur.
3. Similarly, hazard profiles for **Hazardous Materials Storage and Transportation** (previously **Hazardous Materials**), **terrorism**, **Aviation Incidents**, and **Energy Failures/Disruptions** were combined in one section labeled “**Technological and Societal Hazards**.”
4. The hazard profile **Southern Pine Beetle Infestation** has been expanded and renamed “**Exotic Pest Infestations**” to reflect potential hazards from global climate change. The hazard profile for ‘**Pandemic Influenza**’ has also been expanded and renamed to “**Diseases and Pandemics**” to reflect the same concerns.

The updated LMS incorporated new development through the Hazus modeling runs, including parcels, value, and population estimates. Additional developments intended to mitigate stormwater impacts and other hazards, as well as hazard mitigation initiatives, were reviewed and updated in the LMS within the hazard profiles in Chapter Two and the list of mitigation initiatives in Chapter Three. These developments include the Cascade Park and Franklin Avenue improvements, the new Tallahassee – Leon County Public Safety Center, and the new American Red Cross facility adjacent to the Public Safety Center.

Although the original purpose of the LMS was to address community vulnerability to natural hazards, as specified by FEMA regulations, the updated LMS recognizes selected technological and societal hazards. Specific procedures and plans for addressing local vulnerability to these societal and technological hazards are developed, maintained, and updated by other local agencies and departments. For example, the City of Tallahassee Utilities maintains plans and procedures for dealing with power and gas loss during hazard events, both natural and man-made. The Leon County Comprehensive Emergency Management Plan (CEMP) specifically details mitigation actions and local plans for addressing local vulnerability to these hazards.

### Chapter Three – Mitigation Strategy

Changes in City of Tallahassee and Leon County priorities were incorporated into the plan in the goals and objectives and the hazard mitigation initiatives. The LMS Steering Committee evaluated and revised the goals and objectives in this chapter to incorporate changes in local government and other stakeholder priorities since the last plan update, as well as the list of mitigation initiatives. For instance, an existing initiative to construct a joint emergency management center was struck from the list because this center has been constructed and is operational. Another initiative was added to address a hazard (lightning) that can now be mitigated through the use of computer technology not previously available. Chapter Two was also updated to reflect the County's application into the Community Rating System program, which is a new priority of Leon County.

A detailed discussion of these changes is in Chapter 3, and modified and completed initiatives are included as a benchmark for progress in Technical Appendix D. As initiatives were re-evaluated and re-prioritized, economic considerations of mitigation initiatives were factored into the prioritization process, and a new Prioritized List of Hazard Mitigation Initiatives was created for the 2017 LMS Update. Lastly, a discussion of Leon County's and the City of Tallahassee's participation in the National Flood Insurance Program was also added to Chapter 3.

### Chapter Four – Plan Maintenance

Chapter Four describes the process intended to monitor, evaluate, and update the plan over the next five years. The Plan Maintenance section also describes how the public actively involved in local hazard mitigation planning.

The current update was submitted to the Florida Division of Emergency Management in February 2015. Tallahassee - Leon County Planning Department staff requested adoption via resolution of the 2015 LMS update by the Leon County and Tallahassee City commissions at an advertised meeting of each commission in the first quarter of 2015 pending approval from the state Department of Emergency Management and the Federal Emergency Management Agency. The updated plan is

available to elected officials, staff, and the public on the Planning Department's website, and a press release was distributed by both the City and the County.

## **1.6 Incorporation of Supporting Information and Documents**

The following section describes information sources consulted by LMS Committee staff to ensure the most current and best available data was included in the 2015 LMS update, and to help the LMS Committee and Update Subcommittee assess new local mitigation needs.

### 2010 Tallahassee-Leon County Local Mitigation Strategy Update

The information included in the 2010 LMS update served as the primary data source for the 2015 LMS update process, as well as providing the structure and format for the update.

### Tallahassee-Leon County Comprehensive Plan

The Tallahassee-Leon County Comprehensive Plan is the main comprehensive planning document that guides land development, infrastructure, environmental protection, and other aspects of local governance in both the City of Tallahassee and Leon County. Comprehensive Plan policies detail future land use in Tallahassee and Leon County and other growth management policies which must be considered for effective local mitigation planning.

### Leon County Comprehensive Emergency Management Plan

The Comprehensive Emergency Management Plan is the short-term, post-disaster planning document for Leon County that establishes the chain of command and all related organizational responses immediately following a significant hazard event or other catastrophe. The CEMP follows the National Incident Management System (NIMS) structure, and is divided into three (3) sections (Basic, Recovery and Mitigation) and Annexes which include a Terrorism Annex and Maps.

The Basic Plan contains preparedness and response elements including general information about hazards in our community, geography, demographics, concept of operation, responsibilities, financial management, and specific references to standard operating guides, supporting plans, and County and State authority to implement the CEMP.

The Recovery section contains the outline of how the County will recover from an event by: implementing damage assessment processes; opening disaster recovery centers to assist residents; managing debris; keeping citizens informed through community relations; identifying unmet needs; and providing emergency housing of citizens.

The Mitigation section contains the process for identifying mitigation projects, identifying sources of funding for projects, and providing mitigation education. This annex identifies participating agencies of the Local Mitigation Strategy (LMS) Committee, and their responsibilities. It also identifies the Steering Committee, and its process.

## City of Tallahassee/Leon County Local Mitigation Strategy Hazard Mitigation Procedures Initiatives Annual Progress Reports

These annual progress reports are required by FEMA as part of the City of Tallahassee's participation in the National Flood Insurance Program (NFIP), and to maintain their standing in the associated municipal Community Rating System (CRS). These reports are useful in that they review the initiatives in the LMS on an annual basis, and are provided to the public annually.

## Tallahassee – Leon County Post-Disaster Redevelopment Plan

The PDRP identifies policies, operational strategies and roles and responsibilities for implementation that will guide decisions that affect long-term recovery and redevelopment of the community after a disaster. The PDRP emphasizes seizing opportunities for hazard mitigation and community improvement consistent with the goals of the Comprehensive Plan and the initiatives of the LMS.

Other information was utilized in the update of this LMS, including state, federal, and other information sources. Citation footnotes are provided for all information presented in the Risk Assessment and Vulnerability Analysis (Chapter 2 of the LMS).

### **1.7 Planning Process**

The federal rules that govern the local mitigation strategy process require that the LMS Committee (also known locally as the LMS Steering Committee) meet regularly at least once a year to review the LMS and any proposed changes. The LMS Committee has done so in accordance with these rules, and the minutes from these meetings are included in this document as Appendix C. All Committee members and additional stakeholders are contacted via an email distribution list that is regularly updated by the LMS Coordinator. The Public Information Officers for both jurisdictions (Leon County and the City of Tallahassee) are also on this email distribution list.

The formal planning process to review and update the existing Tallahassee-Leon County Local Mitigation Strategy began in late 2013 at a publicly advertised meeting of the Steering Committee. Since that initial meeting, local officials and staff and other community members and organizations have met several times as a subcommittee to share information and coordinate the update processes for policies and information included in the 2015 update. These meetings were open to the public. All regular LMS Committee meetings are publicly noticed in conformance with existing Florida Statutes and rules as well as local government policies and rules. For a complete listing of regular LMS Committee meetings since the adoption of the 2015 LMS update and meeting minutes, please refer to Technical Appendix C.

## LMS Planning Process and Schedule (2010-2015)

### *December 2013*

The LMS Committee initiated the 2015 LMS update process at their regular meeting on December 10, 2013. At that meeting, the LMS Committee members discussed the LMS update process and invited Florida Department of Emergency Management (DEM) staff to talk about new FEMA requirements. Planning Department staff sought authorization from the Committee to create an LMS Update Subcommittee composed of interested stakeholders to provide hazard mitigation data and other

information for the 2015 update process. The Subcommittee was composed of staff from the organizations comprising the membership of the Steering Committee, as well as other local institutions and agencies and the public. The direction of the Steering Committee to the Update Subcommittee was to provide the most current data regarding hazard occurrences and mitigation in order to conduct subsequent vulnerability and other analyses.

#### *Spring 2014*

The Update Subcommittee met on March 27, 2014 and May 29, 2014. At the March meeting, the Subcommittee reviewed elements of the existing LMS, including hazards, and discussed new flood mapping efforts, major mitigation and emergency management initiatives, studies, and completed projects, and discussed new data and other LMS requirements.

At the May 29 meeting, the Subcommittee reviewed additional LMS materials, including a revised list of hazards from the March meeting, existing LMS goals and objectives, hurricane scenarios used in the PDRP, and wildfire modeling results from the Florida Forest Service. Additional topics discussed by the Subcommittee included repetitive loss properties, critical facilities and their mapping, and Leon County's current NFIP/CRS application.

#### *Summer 2014*

During this period, Planning Department and Tallahassee Leon County Geographic Information Systems (TLCGIS) staff collected supporting documents, researched new occurrences of hazards, analyzed vulnerability, and gathered other relevant data as part of the 2015 LMS update process. Staff reviewed the previous LMS update, reviewed new requirements, and noted data deficiencies. As a part of this phase, staff began drafting the 2015 LMS update. Throughout the updated process, DEM staff was consulted for guidance regarding FEMA requirements.

#### *Fall/Winter 2014*

Elements of the 2015 LMS update were revised to incorporate changes recommended by the LMS Committee, surrounding counties, and citizens, was presented to the LMS Committee at their annual meeting on December 11, 2014. This meeting was publicly noticed and citizens were welcome to attend this meeting and discuss revisions to the 2015 LMS.

#### *Spring 2015*

The 2010 LMS has been accessible to the public on the City of Tallahassee's Hazard Mitigation website at <http://www.talgov.com/planning/planning-mitstrat-mitstra.aspx> since it was adopted in 2010. The public meeting to present the 2015 update was also advertised on this webpage.

A draft copy of the 2015 update was submitted to the Florida Division of Emergency Management for review on February 24, 2015. To encourage public participation and increase community knowledge regarding the local mitigation strategy and related planning processes, a draft copy of this plan was added to the City of Tallahassee's Hazard Mitigation website at <http://www.talgov.com/planning/planning-mitstrat-mitstra.aspx> on February 6, 2015.

The advertised Leon County and City of Tallahassee commission meetings for adoption by resolution of the 2015 LMS update were held respectively on May 12, 2015 and April 22, 2015.



## **1.8 Opportunity for Public Involvement**

The City of Tallahassee and Leon County both recognize the necessity of public participation in the LMS update process. All LMS Committee meetings are open to the public and are promoted in various online and other media by Public Information Officers for both jurisdictions.

In addition to these meetings, an advertised public meeting regarding the 2015 update was held on March 12, 2015. A copy of the public notice, which was provided to the LMS Steering Committee, Working Group, and both Leon County and City of Tallahassee public information offices, is provided in this document as Appendix H. This public notice was also posted to the Planning Department's website in early March.

The full 2015 LMS update, including maps and technical appendices, is available on the City of Tallahassee's Hazard Mitigation website at <http://www.talgov.com/planning/planning-mitstrat-mitstra.aspx>, as well as the latest CRS annual (progress) report and a description of the 2015 LMS update process. Contact information for the Tallahassee-Leon County Planning Department (TLCPD), as well as a link for citizens to report general comments and feedback through e-mail, is also provided on this webpage.

To encourage public participation and increase community knowledge regarding the current LMS update and related planning processes, a draft copy of the 2015 LMS update was also added to the Hazard Mitigation Planning webpage. This draft copy of the 2015 LMS update was added to the website to give the community a reasonable period of time to review the draft document prior to the [TBA] public meeting. If community members are unable to attend any LMS public or other meetings, citizens can contact TLCPD staff with questions, concerns or comments via an e-mail link on the webpage or by telephone through the number listed on the webpage.

Finally, the County and City commission meetings adopting the 2015 update advertised were held respectively on April 22 and May 12, 2015. These meetings were publicly noticed, and citizens had a minimum of 30 days to review and comment on the draft LMS before the City and County Commissions adopted the 2015 update to the LMS.

## Chapter 2 – Risk Assessment and Vulnerability Analysis

### 2.1 Leon County Profile

Leon County is located in the northwest region of Florida, traditionally known as the “Florida Panhandle.” Leon County covers approximately 702 mi<sup>2</sup>, including 667 mi<sup>2</sup> of land<sup>2</sup>, and is bordered by Georgia to the north, Jefferson County to the east, and Wakulla County to the south. The Ochlockonee River runs along the entire western edge separating Leon from Gadsden and Liberty Counties.

The City of Tallahassee is the only incorporated municipality in Leon County, and is the state capital of Florida. Tallahassee is also home to two state universities, Florida State University (FSU) and Florida Agricultural and Mechanical University (FAMU).

Official 2015 population estimates for the City of Tallahassee and the unincorporated areas within Leon County are presented in Table 2.1.

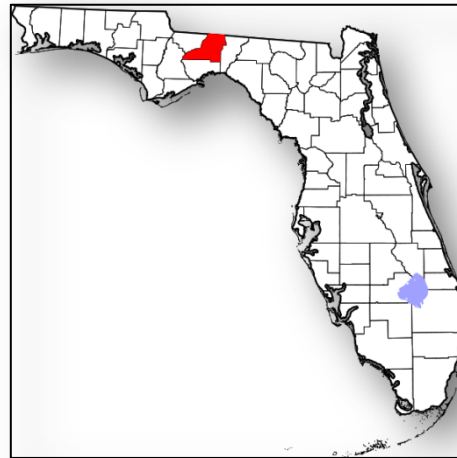


Table 2.1: Leon County Population Estimates by Jurisdiction, 2010 – 2015.<sup>3</sup>

Jurisdiction	Population Census, 2010	Population Estimate, 2015	% Change 2010-2015	% of Total Population (2015)
Unincorporated	94,111	96,467	2.5%	33.9%
Tallahassee	181,736	189,300	4.2%	66.5%
Countywide Total	275,487	284,800	3.4%	100%

According to the University of Florida, Bureau of Economic and Business Research (2006), Leon County’s population is expected to experience steady population growth rates for the next 25 years. Table 2.2 displays the range of population projections for Leon County through 2040.

<sup>2</sup> Leon County Profile. Wikipedia, The Free Online Encyclopedia, [http://en.wikipedia.org/wiki/Leon\\_County,Florida](http://en.wikipedia.org/wiki/Leon_County,Florida).

<sup>3</sup> Sources: U.S. Department of Commerce, Bureau of the Census (1930-2010), University of Florida, Bureau of Economic and Business Research (2013 estimate)

Table 2.2: Population Projections for Leon County, 2015 – 2040.<sup>4</sup>

Year	City of Tallahassee	Unincorporated Leon County	Countywide Total
2015	189,300	95,500	284,800
2020	200,900	97,500	298,400
2025	211,800	99,300	311,100
2030	221,800	101,100	322,900
2035	230,200	102,500	332,700
2040	237,700	103,800	341,500

### 2.1.1 Land Uses

To ensure consistency with other local planning mechanisms, the following existing land use figures and descriptions are derived from the 2007 Evaluation and Appraisal Report (EAR), which updated the Tallahassee-Leon County Comprehensive Plan. Based on the results of EAR analysis, the majority of land within Leon County is vacant. Table 2.3 displays Leon County existing land uses by category.

Table 2.3: Leon County Existing Land Uses, 2007.<sup>5</sup>

Existing Land Use	City of Tallahassee		Unincorporated Leon County		Leon County	
	Acreage	Percent	Acreage	Percent	Acreage	Percent
Residential	17,075	28.3%	41,912	11.5%	58,987	13.9%
Motel/Hospital/Clinic	353	0.6%	46	0.0%	399	0.1%
Retail	1,793	3.0%	358	0.1%	2,151	0.5%
Office	1,380	2.3%	327	0.1%	1,707	0.4%
Warehouse	1,137	1.9%	1,514	0.4%	2,651	0.6%
Government Operation	8,514	14.1%	1,750	0.5%	10,264	2.4%
School	2,282	3.8%	536	0.1%	2,818	0.7%
Open Space	10,196	16.9%	122,815	33.7%	133,011	31.3%
Religious/Non-Profit	608	1.0%	636	0.2%	1,244	0.3%
Vacant	17,044	28.2%	194,523	53.4%	211,567	49.8%
<b>Totals</b>	<b>60,382</b>	<b>100.0%</b>	<b>364,417</b>	<b>100.0%</b>	<b>424,799</b>	<b>100.0%</b>

<sup>4</sup> Sources: University of Florida, Bureau of Economic and Business Research (2015-2040 Leon County projections); Tallahassee-Leon County Planning Department (City of Tallahassee and Unincorporated Leon County 2015-2040) projections assuming continued annexations and share of population growth captured by the City between 2000 and 2010 will continue throughout the projected time horizon). Based on the medium population projection, Leon County is expected to add over 100,000 new residents to its population between 2007 (272,896) and 2030 (378,100).

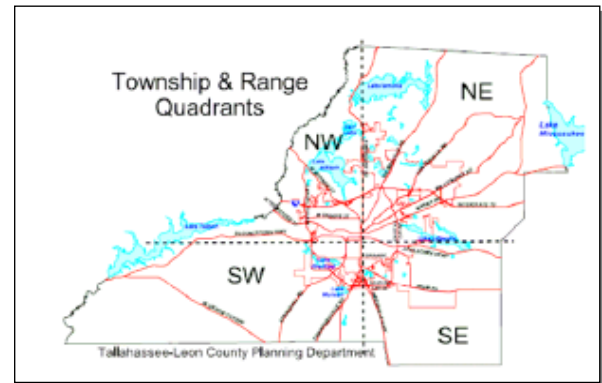
<sup>5</sup> Source: Evaluation and Appraisal Report of the 2010 Tallahassee-Leon County Comprehensive Plan (2007).

### Residential Land Use

Acreage devoted to residential development in Leon County is approximately 58,987 acres or 13.9% of the County's land base. Within the limits of the City of Tallahassee the percentage of land in residential use is 28.3% while the percentage is 11.5% within the unincorporated area of Leon County.

### Commercial Land Use

The existing land use categories "Motel/Hospital/Clinic", "Retail," "Office," and "Warehouse" were aggregated together for the Commercial land use category. Commercial development constitutes 1.6% of all land in Leon County and 8.6% of developed land. Almost 75% of existing commercial development in Leon County is located in the northern half of the County: 41% of the total in the Northwest quadrant and 31% of the total in the Northeast. Within the City of Tallahassee, commercial development comprises 7.7% of all lands (and 14.1% of developed property). Commercial development in the unincorporated area of the County accounts for 0.6% of all land and about 4.8% of developed property.



### Vacant Land Use

For the purposes of this analysis, land categorized as "Vacant" also includes single-family residential development that is located on parcels that are ten acres and larger (wherein these parcels have the greatest potential to be redeveloped). Based on the above definition, vacant land in Leon County consists of approximately 211,567 acres or 49.8% of all land in the County. Vacant lands comprise 8.1% of the area of the City of Tallahassee and 91.9% of the unincorporated County.

### **2.1.2 Physiography and Environmental Characteristics**

Leon County is comprised of three main physiographic regions:

1. Northern Highlands
2. Gulf Coastal Lowlands
3. River Valley Lowlands.

The Northern Highlands include the Tallahassee Hills of the central and northern half of the county. The Tallahassee Hills are the county's largest physiographic region, constituting over 40 percent of total county land area, including the City of Tallahassee. Areas of higher elevation, while less susceptible to flooding, may experience more intense winds, especially from severe storms. Abundant rainfall and loamy soils support an abundance of vegetation, even within urban areas. The resulting forest cover provides an abundant source of potential storm debris and fuel source for wildfires.

The sloped terrain and clayey upland soils within this region enhances and concentrates stormwater flow, including volume and rate. Additionally, karst features are common and may threaten property through sinkhole development, or many provide a conduit between the surface and groundwater.

These conditions, combined with the fact that the Tallahassee Hills contain the county's most intense land uses, present serious challenges to managing stormwater and flooding associated with development.

The Gulf Coastal Lowlands encompass the southern half of the county. The western portion of this division is characterized by a water table perched near the surface. The southeastern portion of the county includes a mix of sandhills and karst plain with well-drained soils and numerous sinkhole lakes and springs. Abundant rainfall and sandy/loamy soils also support an abundance of vegetation in this area, including approximately 100,000 acres of the Apalachicola National Forest and extensive private forested lands. This forest cover provides an abundant source of potential storm debris and fuel source for wildfires. There are also extensive floodprone areas within this region. The combination of high water tables and karst topography presents specially challenges for managing concentrated volumes of stormwater associated with development.

The River Valley Lowlands comprise the county's two rivers and their associated floodplains. These include the St. Marks River in the southeast portion of the county, and the Ochlockonee River in the west area of the county. Notably, hurricane surge modeling reveals the St. Marks River as one of the few areas with the potential to experience storm surge flooding. These regions are less densely populated than the Tallahassee Hills, although they do contain the Tallahassee Regional Airport and southern portions of urban Tallahassee.

### **2.1.3 Future Development Trends**

To ensure consistency with other local planning mechanisms, future development trends are derived from the 2007 Evaluation and Appraisal Report (EAR), which provided the basis for the most recent significant update of the Tallahassee-Leon County Comprehensive Plan, as well as additional amendments to the Comprehensive Plan to reflect changes in land use and associated densities and intensities, and new population estimates.

Within the Comprehensive Plan, the Future Land Use Element establishes the blueprint for the growth and development of the area. In order to adequately plan for future growth in Leon County and the City of Tallahassee, assumptions are made as to the amounts of residential, commercial and other uses that will be required to support land development and population growth within the 2030 planning horizon. The Future Land Use Map (Figure 2.2) within the Comprehensive Plan is based upon these assumptions, as well as the population projections of the community and the location and distribution of natural resources, infrastructure, agricultural areas, and other features.

Through the state-mandated Comprehensive Plan, Leon County and the City of Tallahassee have identified priority growth areas and developed strategies to direct growth into these areas. These strategies were established to alleviate development pressures on the northeastern part of the City and County where much growth has occurred beyond the urban core and at densities lower than the average of the community. Consequently, the Southern Strategy seeks to direct new growth to the underutilized Southside, which is closer to downtown and where infrastructure is in place. Future development strategies are also intended to encourage growth in the Multimodal Transportation District (MMTD; also called the Mobility District), which includes downtown, the universities, and older neighborhoods and corridors. The MMTD is viewed as the area within which to encourage higher density development that may be served with mass transit and other modes of transportation.

Finally, future development is directed in large part by the Urban Services Area (USA) boundary as established in the Comprehensive Plan. The USA limits the area in which urban infrastructure such as sewer services are to be provided, which in turn forces development of vacant lands (and the redevelopment of developed areas) at higher densities and intensities within the USA, thereby minimizing low-density urban sprawl.

The Future Land Use Map (Figure 1) within the Comprehensive Plan displays the future growth areas within Leon County. The Plan is intended through policy and the Future Land Use Map to create a compact, urban development form through 2030 within the USA. This pattern of development was selected to minimize urban sprawl and to focus growth where infrastructure is in place.

A number of objectives and policies in the Comprehensive Plan also mandate the strict protection of the community's natural resources, placing the highest priority in the development of land on protection of the natural environment. Protected environmental features include steep slopes, wetlands, floodplains, floodways, listed species habitat, and karst features. Land development regulations require the protection of these areas by placing them under permanent conservation easements.

The strict limitations on development in these areas, coupled with the land use categories established in the Plan, helps minimize vulnerability of newer buildings, infrastructure, and critical facilities within Leon County by limiting their location, density, and impacts. The only exception is residential structures on single-family private parcels, which are allowed only when built to strict standards (e.g., elevating structures).

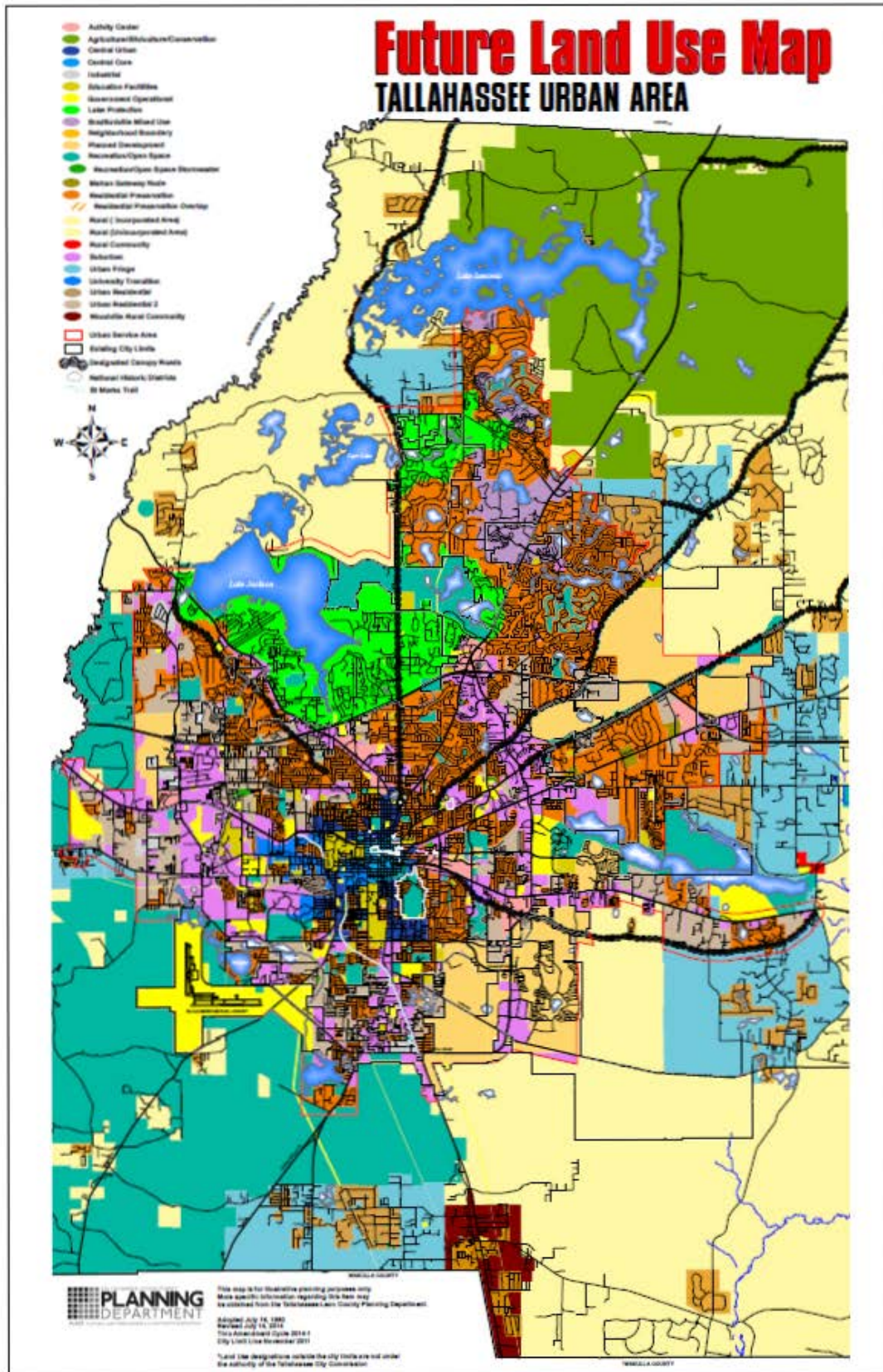
Since 2010, there have been no major changes to the Comprehensive Plan to reflect or accommodate large new developments. The Great Recession that started in 2007-2008 slowed down Leon County and the City of Tallahassee's real estate market, which resulting in few to no new residential areas. Generally, the growth in Leon County since that time has been in large apartment complexes mostly intended for the college and university student population, and the filling in of several planned residential and commercial developments. There are several large planned developments that are positioning themselves for the near future, but the buildout of these developments will likely occur over 5-10 years or more.

Population growth in Leon County and the City of Tallahassee has also slowed in the period 2010-2014. Population growth for the area under both jurisdictions grew by a modest 2.1 percent in that period (approximately 5,800 new residents).<sup>6</sup> Table 2.2 above indicates population estimates for the County to the year 2040. As the County grows in population, many of the planned developments are intended to capture this growth.

<sup>6</sup> U.S. Department of Commerce, Bureau of the Census (1930-2010), University of Florida, Bureau of Economic and Business Research (2014 estimate).



Figure 1: Leon County Urban Area Future Land Use Map, 2014.



## **2.2 Hazard Risks and Vulnerability**

The 2007 Leon County CEMP and the 2015 LMS identify multiple hazards to Leon County and the City of Tallahassee. Hurricanes and wildfires are both considered to be high risk hazards as listed in the Leon County CEMP, while flooding, tornados and thunderstorms are listed as medium risk hazards.

The 2010 Leon County LMS previously provided a thorough examination of the historic impact, documented damages, vulnerable populations and potential economic impact associated with each hazard. These hazards data, incorporated in the 2012 Tallahassee – Leon County Post-Disaster Redevelopment Plan, have been updated by the LMS Update Committee as part of the 2015 LMS update process.

Leon County has experienced numerous disasters associated with various natural hazards events in the last two decades. The majority of these federally declared disasters have resulted from severe storm events, six of which qualified for federal disaster assistance. Table 2.4 lists the federal disaster declarations that have been issued since 1982.



Table 2.4: Recently Declared Disasters in Leon County, 1985 – 2014.<sup>7</sup>

Declaration	Date	Event	Primary Damage
#756	Nov-85	Hurricane Kate	Debris; Power Outages
#862	Apr-90	Unnamed Storm	Flooding; Power Outages; Debris
#966	Mar-93	Winter Storm	Flooding; Power Outages; Debris
#1035	Jul-94	T.S. Alberto	Flooding; Debris; Power Outages
#1069	Oct-95	Hurricane Opal	Flooding; Debris; Power Outages
#1223	Jun-98	Wildfires	Fire Damage
#2201	Jul-98	Drought	Crop Damage, Severe Heat
#1249	Sep-98	Hurricane Georges	Erosion, and Debris
#1339	Apr-99	Fire; Drought	Fire Damage, Crop Damage, Severe Heat
#1344	Oct-00	T.S. Helene	Riverine and Local Flooding
#1381	Jun-01	T.S. Allison	Riverine and Local Flooding
#1545	Sep-04	Hurricane Frances	Flooding; Debris
#1551	Sep-04	Hurricane Ivan	Flooding; Debris
#1561	Sep-04	Hurricane Jeanne	Debris
#1595	Jul-05	Hurricane Dennis	Debris
#1785	Aug-08	T.S. Fay	Flooding; Debris; Power Outages
#1831	Apr-09	Severe Storms	Flooding; Wind Damage

There have been a few local events that have not warrant a federal disaster declaration. For instance, Governor Rick Scott declared a state of emergency for 26 counties on April 30, 2014 to support emergency response operations for communities inundated by heavy rains.

Hurricane Hermine struck the Big Bend region of Florida on September 2, 2016, including Leon County and the City of Tallahassee. Hermine was declared a major disaster (DR-4280) by President Barack Obama on September 28, 2016.

<sup>7</sup> Source: Florida Division of Emergency Management, Bureau of Recovery and Mitigation.

## 2.2.1 Risk

### Risk Classification

The Hazard Identification and Vulnerability Assessment uses the same risk classification system as the Leon County Comprehensive Emergency Management Plan. This system classifies the degree of risk to the residents of Leon County from potential hazards as low, medium or high risk as follows:

1. **High Risk:** High probability of occurrence, with loss of life and property damage.
2. **Medium Risk:** Medium probability of occurrence, with a low probability to loss of life, or property.
3. **Low Risk:** Low probability of occurrence, with a very low probability to loss of life or property damage.<sup>8</sup>

The probability of occurrence is based on records of historical occurrence. These probabilities are classified and measured as follows:

1. **Highly Likely:** Annually or a 100% chance per year
2. **Likely:** Once in less than 10 years or a 10-100% chance per year
3. **Occasional:** Once per 11-100 years or a 1-9% chance/year
4. **Unlikely:** Once in greater than 100yrs or a less than one percent chance in 100 years

The probability of occurrence is summarized for each hazard within each Estimated Impacts, Probability, and Extent section.

### Risk Ratings

Risks are rated to help prioritize mitigation objectives and initiatives. Ratings incorporate magnitude or severity of risk and its likelihood of occurrence. The risk ratings for hazards identified in the 2010 edition of the LMS were scored with a set of scoring procedures developed by the Apalachee Regional Planning Council in 2004 through the use of Mitigation 20/20™ software. This software application was used to derive a hazard score, or Risk Rating, for each identified hazard.

The Update Committee in 2014 did not utilize this software application because it is no longer maintained. Instead, the Committee created a relative ranking of hazard risks based on expert knowledge of local hazards and historical events. This revised ranking was presented to the LMS Steering Committee and Working Group at a meeting of the LMS Steering Committee on December 11, 2014. The new Risk Rating scores and ranking for each hazard is listed in Table 2.5.

Table 2.5: Leon County Hazards by Risk Rating, 2014-15.

High Risk	Medium Risk	Low Risk
Hurricanes and Tropical Storms	Thunderstorms	Wildfires
Flooding	Tornados	Sinkholes
	Lightning	Terrorism
	Droughts	Dam Failure
	Hazardous Materials Storage and Transportation	Storm Surge/Tsunami
	Energy Failures/Disruptions	Exotic Pest Infestations
		Diseases and Pandemics
		Aviation Incidents

<sup>8</sup> Leon County Comprehensive Emergency Management Plan.

## **2.2.2 Hazard Vulnerability Modeling**

Estimating hazard vulnerability across a large area such as Leon County and the City of Tallahassee involves many variables, including the type, severity, and geographic spread of hazard events, historical hazard occurrences, number, type, and value of potentially affected properties, affected individuals, topography, and other variables.

The previous editions of the LMS have used a variety of results from different models to estimate vulnerability to hazards. These modeling efforts and their results are summarized below.

### **MEMPHIS**

The Florida Department of Community Affairs previously provided to local governments Geographic Information System (GIS) data analysis and Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS) outputs developed by The Kinetic Analysis Corporation. The MEMPHIS system used inventory data from the Florida Department of Revenue and U.S. Census Bureau to inventory the total number of structures, as well as the critical facilities that are potentially vulnerable to the identified hazards.

The MEMPHIS model was the original method employed to assess Leon County and the City of Tallahassee's vulnerability to natural hazards. MEMPHIS data was previously made available by the Florida Department of Community Affairs, and was derived from analysis of U.S. Census Bureau data, Department of Revenue (DOR) data, and other information related to local conditions such as historical hazard occurrences and topography.

Relevant hazard data such as wind and water levels were extracted from The Arbitrator of Storms (TAOS) data and incorporated into the MEMPHIS modeling system. These data sources are used to present population at risk, housing and damage estimates for assessing vulnerability to natural hazards in Leon County. U.S. Census Bureau and DOR data was collected in 2000, and local information was collected in 2004. MEMPHIS data are presented in this report where relevant and appropriate to express and measure Leon County and the City of Tallahassee's vulnerability to various natural hazards.

### **TAOS Model**

The Arbitrator of Storms (TAOS) is a computer model used to produce a detailed risk analysis in a GIS environment. In previous LMS updates and reports, TAOS data was the primary data source used to assess vulnerability to natural hazards in Leon County. However, more recent MEMPHIS data has been incorporated into the majority of hazard profiles and natural hazard vulnerability analyses. Where appropriate, TAOS models have been employed to assess vulnerability not captured by the MEMPHIS analysis. A brief discussion of TAOS data follows.

Monetary damage estimates are generated by TAOS based on varying storm intensities and the values of the structures located on specified parcels as indicated within the Property Appraiser's database. Some parameters employed by the model include wind speed, water depth, wave height, and construction material. Land uses are divided into categories such as single family, multi-family, hotels, industrial, etc. while structures are classified as residential wood frame, mobile home, and commercial using the Leon County tax rolls.

## ELVIS

The Economic Loss Vulnerability Index System (ELVIS) allows communities to compare the relative risk of various natural hazards through the use of loss costs. A loss cost is the long-term average of the damage a hazard causes, which are typically expressed in terms of loss per \$1000 of exposure per year.

Like MEMPHIS, ELVIS data is derived from analysis of U.S. Census Bureau data, Department of Revenue (DOR) data, and other information related to local conditions (historical hazard occurrences, topography, etc.). These data sources were used in the 2010 edition of the Tallahassee – Leon County LMS to present population at risk, housing and damage estimates for assessing vulnerability to natural hazards in Leon County. U.S. Census Bureau and DOR data was collected in 2000, and local information was collected in 2004. Given the nature of the data, the ELVIS information presented above was the best available data at that time for assessing Leon County and the City of Tallahassee's vulnerability to various natural hazards.

In 2009, analysis of ELVIS data indicated that Leon County structures were most at-risk from wind-related damages.

## Hazus

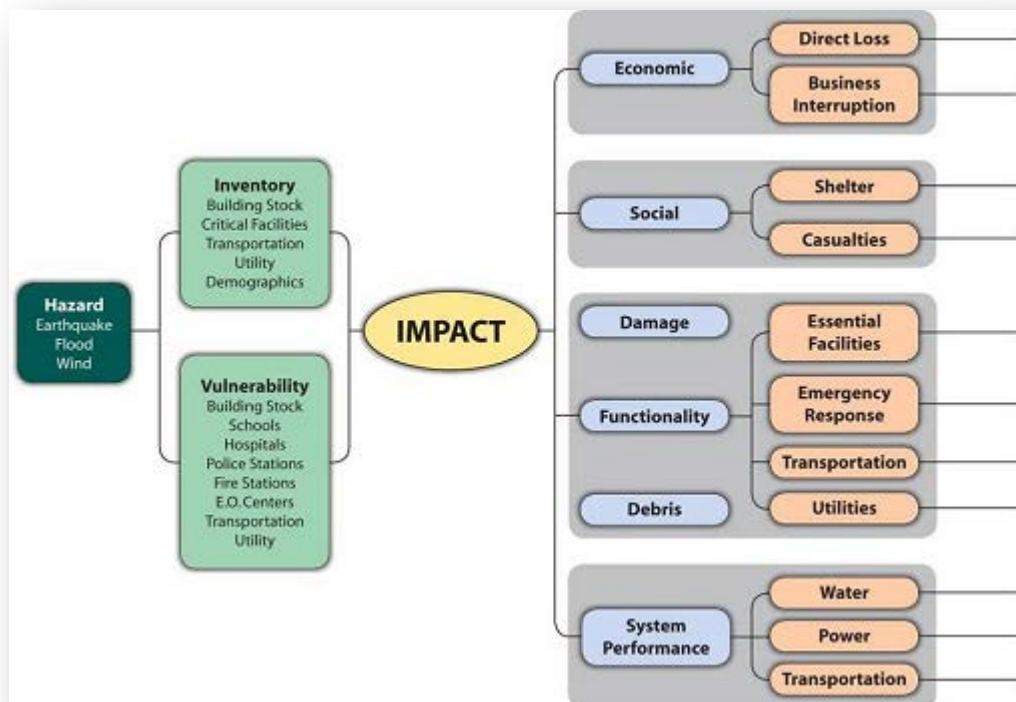
FEMA's Hazus software is a nationally standardized GIS-based software package that contains models for estimating potential losses from earthquakes, floods, and hurricanes. Hazus uses GIS technology to estimate the physical, economic, and social impacts of disasters. It graphically illustrates the limits of identified high-risk locations due to earthquake, hurricane and floods. Users can visualize the spatial relationships between populations and other more permanently fixed geographic assets or resources for the specific hazard being modeled, which is a crucial function in the pre-disaster planning process.

Hazus was used to model and generate estimated potential losses for hurricane winds and flooding. The model uses Census 2000 data to determine vulnerable population concentrations. Hazus-MH 2.0 is FEMA's standardized loss estimation methodology built upon an integrated GIS platform to conduct analysis at a regional level (i.e., not on a structure by-structure basis). The Hazus-MH 2.0 risk assessment methodology uses hazard and inventory parameters (e.g., wind speed and building types) to determine the impact (i.e., damages and losses) on the built environment.

Hazus 2.0 was utilized to model floods and hurricanes for the Tallahassee – Leon County Post-Disaster Redevelopment Plan. (The latest versions of Hazus (Hazus-MH 2.1 and 2.2) were released too late to be utilized for this edition of the LMS.) As of this time, Hazus 2.2 is available for download from FEMA.

The figure below displays the data input and output of the Hazus-MH 2.0 model.

Figure 2: Conceptual Model of Hazus Methodology



Each of these models has their advantages and disadvantages and degree of usefulness. In this report, data and analysis results are used from different modeling efforts where available and appropriate.

#### Disclaimer

All of these modeling software applications are simply loss estimation tools for planning purposes only. Each has its strengths and weaknesses. Uncertainties are inherent in any loss estimation methodology and arise in part from incomplete scientific knowledge concerning natural hazards and their effects on the built environment. Uncertainties also result from approximations and simplifications necessary to conduct such a study; incomplete or outdated data on inventory, demographic, or economic variables or parameters; the unique nature and severity of each hazard when it occurs; and the amount of advance notice that residents have to prepare for the incident. As a result, potential exposure and loss estimates are approximations. Results should not be interpreted or used as precise results from and should be used only to understand relative risk.

## 2.3 Vulnerability Assessment

This section describes Leon County and the City of Tallahassee's vulnerability to natural and technological and societal hazards.

FEMA defines natural hazards as "natural events that threaten lives, property, and other assets... [and that] tend to occur repeatedly in the same geographical locations because they are related to weather patterns or physical characteristics of an area." Technological and societal hazards are those that are created by humans.

The various hazards identified by the LMS Steering Committee as potentially affecting Leon County and the City of Tallahassee include:

Table 2.6: Hazards identified in the 2015 LMS.

1.0 Severe Weather Events
1.1 Hurricanes & Tropical Storms
1.2 Thunderstorms
1.3 Tornadoes
1.4 Lightning
1.5 Drought
2.0 Flooding
3.0 Wildfires
4.0 Sinkholes
5.0 Storm Surge/Tsunami
6.0 Dam Failure
7.0 Exotic Pest Infestations
8.0 Diseases and Pandemics
9.0 Technological and Societal Hazards
9.1 Hazardous Materials Storage and Transportation
9.2 Terrorism
9.3 Aviation Incidents
9.4 Energy Failures/Disruptions

Each hazard identified in Table 2.6 is described in this section as follows:

1. General Description and Location
2. Historical Occurrences
3. Estimated Impacts, Probability, and Extent
4. Vulnerability Summary
5. Risk Assessment (by jurisdiction)

### 2.3.1 Hurricanes and Tropical Storms

This section combines the hazard profile and vulnerability analysis for tropical storms and hurricanes since these events are so closely related.

#### General Description and Location

Tropical storms and hurricanes are both types of tropical cyclones, which is the generic term for a non-frontal synoptic scale low-pressure system over tropical or sub-tropical waters with organized convection (i.e. thunderstorm activity) and definite cyclonic surface wind circulation.<sup>9</sup> A tropical storm is a tropical cyclone in which the maximum sustained surface wind speed ranges from 39 mph to 73 mph, and a hurricane is a tropical cyclone with maximum sustained surface wind speeds over 74 mph. Hurricane season lasts from June 1 to November the 30 of each year, with August and September being the peak months of tropical storm and hurricane activity. A tropical storm or hurricane is likely to result in damage from both wind and floodwaters. However, less severe storms may produce the same effects, particularly flooding. Hurricanes and tropical storms affect the entire Gulf coast of the United States, including Leon County and the City of Tallahassee, as well as much of the Atlantic coast, including coastal and inland counties such as Leon County.

The Saffir-Simpson Scale organizes storms by various categories of wind speed. As storm intensity moves up the scale, the potential threat to public health and safety increases. However, lower category events can still cause extensive damage, if not from high winds then from substantial periods of rainfall. Table 2.7 provides a summary of different category storms as ranked by the Saffir-Simpson Scale.

Table 2.7: Saffir-Simpson Hurricane Scale.<sup>10</sup>

Category	Wind speeds
<b>Five</b>	≥70 m/s, ≥137 knots ≥157 mph, ≥252 km/h
<b>Four</b>	58–70 m/s, 113–136 knots 130–156 mph, 209–251 km/h
<b>Three</b>	50–58 m/s, 96–112 knots 111–129 mph, 178–208 km/h
<b>Two</b>	43–49 m/s, 83–95 knots 96–110 mph, 154–177 km/h
<b>One</b>	33–42 m/s, 64–82 knots 74–95 mph, 119–153 km/h

#### Historical Occurrences

Since 1851, a total of 76 storms have passed within 65 miles of Tallahassee, including 50 tropical storms, and 26 hurricanes. (Many of these tropical storms were hurricanes upon landfall, but were reduced in intensity by the time the storm track passed near Tallahassee.) Table 2.8 lists tropical storms and hurricanes that have passed within this area since 1985.

<sup>9</sup> <http://www.aoml.noaa.gov/hrd/tcfaq/A1.html>.

<sup>10</sup> NOAA Hurricane Research Division “Frequently Asked Questions.”

Table 2.8: Tropical Storms/Hurricanes within 65 Miles of Tallahassee since 1985.<sup>11</sup>

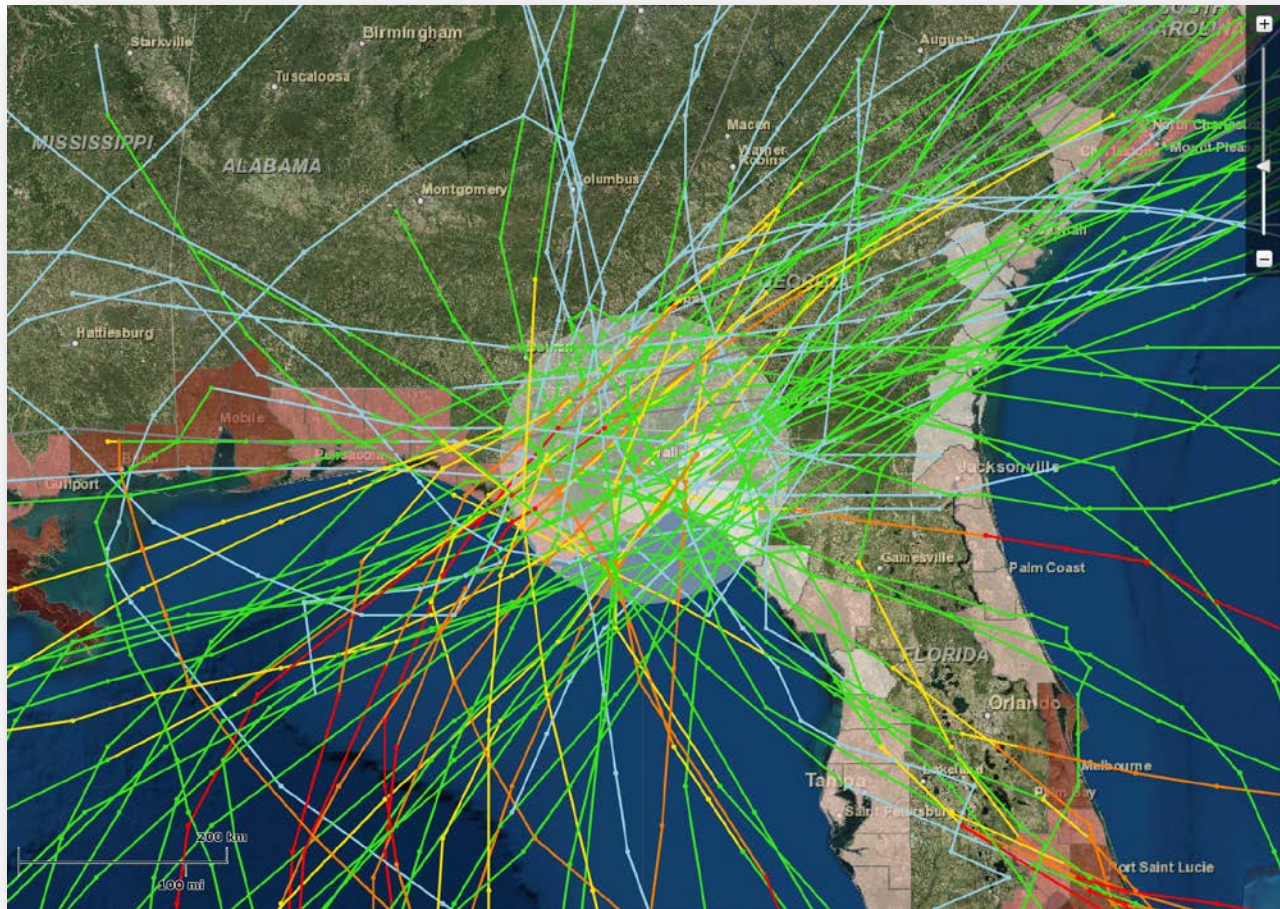
Name	Date
Kate	Nov, 1985
Charley	Aug, 1986
unnamed	Aug, 1987
Marco	Oct, 1990
Beryl	Aug, 1994
Allison	June, 1995
Jerry	Aug, 1995
Josephine	Oct, 1996
Earl	Aug/ Sep, 1998
Georges	Sep/Oct, 1998
Bonnie	Aug, 2004
Frances	August/September 2004
Jeanne	September 2004
Tammy	October 2005
Alberto	June 2006
Fay	August 2008
Beryl	May/June 2012
Andrea	June 2013

Although the last few years have seen few such events passing through or very near Leon County, a major hurricane or tropical storm can be expected to impact the county every so often. The federal National Oceanographic and Atmospheric Administration (NOAA) has created an online database of historical hurricane tracks that includes all recorded storm events to date. The following map indicates the historical track of hurricanes passing within 65 miles of Leon County, 1985 – 2013.

<sup>11</sup>Leon County Division of Emergency Management; NOAA, National Climate Data Center, 2009.



Figure 3: Historical Track of Hurricanes Passing within 65 miles of Leon County, 1985 – 2013.<sup>12</sup>



As Figure 3 indicates, there have been many hurricanes and tropical storms passing through or near Leon County. These storms are more common than many people realize, and they can do significant damage even at relatively low intensities. Although Leon County's inland position affords some protection against flooding from storm surge, tropical storms and hurricanes can still produce localized flooding from heavy rainfall.

On September 2, 2016, Hurricane Hermine, the first hurricane to make landfall in Florida since Hurricane Wilma in 2005, made landfall just east of St. Marks, Florida. High winds from the hurricane knocked down many trees in northwestern Florida, some of which fell onto power lines and roofs. The resulting power outages affected about 325,000 people, roughly 1% of all homes and businesses in the state.[42] In Leon County, where the state capital Tallahassee is, 57% of homes lost power, including approximately 80% of the city proper, as well as Florida State University. Of the 145,000 homes and businesses that lost electricity, 3,685 were still without power six days after the storm. Strong winds in the Tallahassee area caused trees to fall onto several houses, injuring a number of people. Hermine was the first hurricane to directly affect the city since Hurricane Kate in 1985. Throughout Leon County,

<sup>12</sup>NOAA Historical Hurricane Tracks, 2014, <http://csc.noaa.gov/hurricanes/#>.

45 homes or businesses were destroyed, 187 suffered severe damage, and 259 experienced minor damage. Losses across Leon County reached \$10.3 million.<sup>13</sup>

### Estimated Impacts, Probability, and Extent

A wide variety of residential, commercial, and public buildings, as well as critical facilities and infrastructure such as transportation, water, energy, and communication systems may be damaged or destroyed by several of the impacts associated with hurricanes. Wind and water are the most common hazards associated with hurricanes, and both can be tremendously destructive and deadly. These hazards include tornados, heavy rainfall, waves in coastal areas, and flooding. Since Leon County is not a coastal county, it is not subject to waves, but storm surges of sea levels can affect the southernmost part of the County as indicated in Figure 5 below, and flooding can occur in mapped floodprone areas of the County, as well as upland areas depending on the amount, rate, and duration of rainfall.

### *Probability of Landfall*

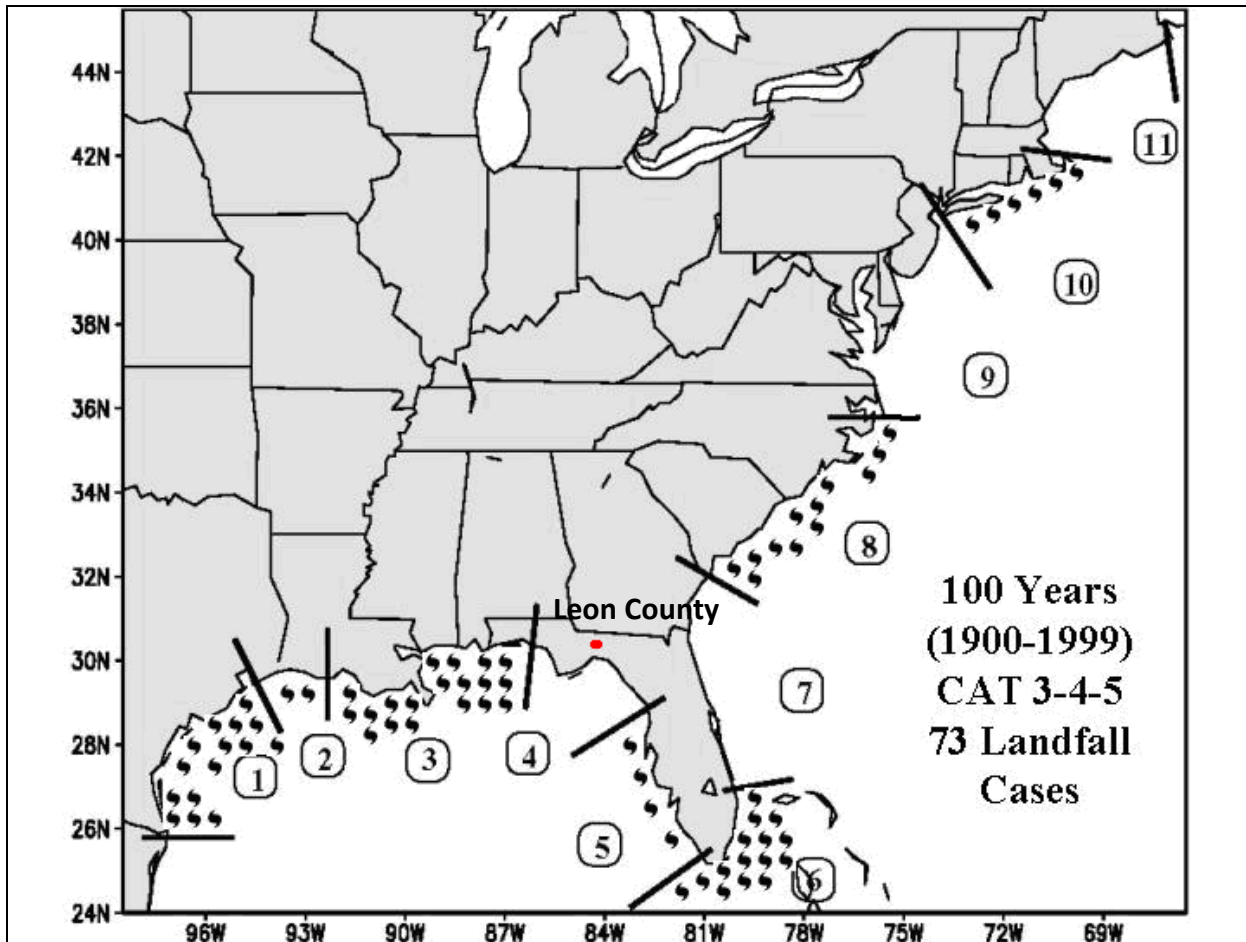
The United States Landfalling Hurricane Probability Project is a joint effort between the Tropical Meteorology Project at Colorado State University (CSU), Fort Collins, CO and the GeoGraphics Laboratory at Bridgewater State College, Bridgewater, MA. Coordinated by Dr. William Gray, the project has calculated the tropical cyclone landfall and wind gust probabilities for the eastern United States coastline from Brownsville, Texas to Eastport, Maine. The United States Landfalling Hurricane Probability Project web page<sup>14</sup> can help communities assess the statistical chances of high-winds resulting from tropical cyclones striking their particular region or county in any particular year.

The following figure displays the Landfall Probabilities Regional Map. This map displays the division of the Gulf and Atlantic Coasts into regions based on frequency of intense or major hurricane (Category 3 to 5 on the Saffir-Simpson scale) landfalls during the 20<sup>th</sup> century (1900-1999). Leon County is located in Region Four.

<sup>13</sup> [https://en.wikipedia.org/wiki/Hurricane\\_Hermine#cite\\_note-60](https://en.wikipedia.org/wiki/Hurricane_Hermine#cite_note-60).

<sup>14</sup> United States Landfalling Hurricane Probability Project, <http://www.e-transit.org/hurricane/welcome.html>.

Figure 4: Landfall Probabilities Regional Map, 2014.<sup>15</sup>



The following tables display the tropical cyclone landfall and wind gust probabilities for Region Four and Leon County, Florida during 2014.

<sup>15</sup>Gray, W. Tropical Meteorology Research Project and GeoGraphics Laboratory, 2009

Table 2.9: 2014 Tropical Cyclone Landfall Probabilities by Region (Climatology in Parentheses), 2014.<sup>16</sup>

Region Number	Probability of 1 or More Named Storms Making Landfall in the Region	Probability of 1 or More Hurricanes Making Landfall in the Region	Probability of 1 or More Intense Hurricanes Making Landfall in the Region
4	20.2% (29.3%)	9.3% (13.9%)	1.0% (1.6%)

Table 2.10: Tropical Cyclone Landfall Probabilities by County (Climatology in Parentheses), 2014.<sup>17</sup>

County Name	Probability of 1 or More Named Storms Making Landfall in the County	Probability of 1 or More Hurricanes Making Landfall in the County	Probability of 1 or More Intense Hurricanes Making Landfall in the County	Probability of Tropical Storm-Force ( $\geq 40$ mph) Wind Gusts in the County	Probability of Hurricane-Force ( $\geq 75$ mph) Wind Gusts in the County	Probability of Intense Hurricane-Force ( $\geq 115$ mph) Wind Gusts in the County
Leon	2.5% (3.9%)	1.1% (1.7%)	0.1% (0.2%)	14.8% (21.9%)	4.1% (6.3%)	2.1% (1.6%)

Table 2.11: 50-Year Tropical Cyclone Landfall Probabilities by Region (Climatology in Parentheses), 2014.<sup>18</sup>

Region Number	50 Year Probability of 1 or More Named Storms Making Landfall in the Region	50 Year Probability of 1 or More Hurricanes Making Landfall in the Region	50 Year Probability of 1 or More Intense Hurricanes Making Landfall in the Region
4	>99.9%	>99.9%	54.8%

Table 2.12: Tropical Cyclone Landfall Probabilities by County, 2014.<sup>19</sup>

County Name	50 Year Probability of 1 or More Named Storms Making Landfall in the County	50 Year Probability of 1 or More Hurricanes Making Landfall in the County	50 Year Probability of 1 or More Intense Hurricanes Making Landfall in the County	50 Year Probability of Tropical Storm-Force ( $\geq 40$ mph) Wind Gusts in the County	50 Year Probability of Hurricane-Force ( $\geq 75$ mph) Wind Gusts in the County	50 Year Probability of Intense Hurricane-Force ( $\geq 115$ mph) Wind Gusts in the County
Leon	86.6%	57.6%	8.6%	>99.9%	96.5%	55.4%

Fifty-year probabilities were included in this study because most structures are built to last at least 50 years. Therefore, construction decisions on the cost of hurricane-protecting building materials should be based on the longer period if there is a significant likelihood of a hurricane making landfall over the lifespan of a residential or other building of value.

Table 2.13 indicates the probabilities of storm landfall by ten-day periods for the U.S. Gulf Coast (Regions 1-4). As previously noted, the most high-risk months for tropical storm and hurricane-related hazard activity are August and September.

<sup>16</sup> United States Landfalling Hurricane Probability Project, <http://www.e-transit.org/hurricane/welcome.html>.

<sup>17</sup> Ibid.

<sup>18</sup> Ibid.

<sup>19</sup> Ibid.



Table 2.13: Probabilities of Storm Landfall by Ten-day Periods for Regions 1-4 (the Gulf Coast).<sup>20</sup>

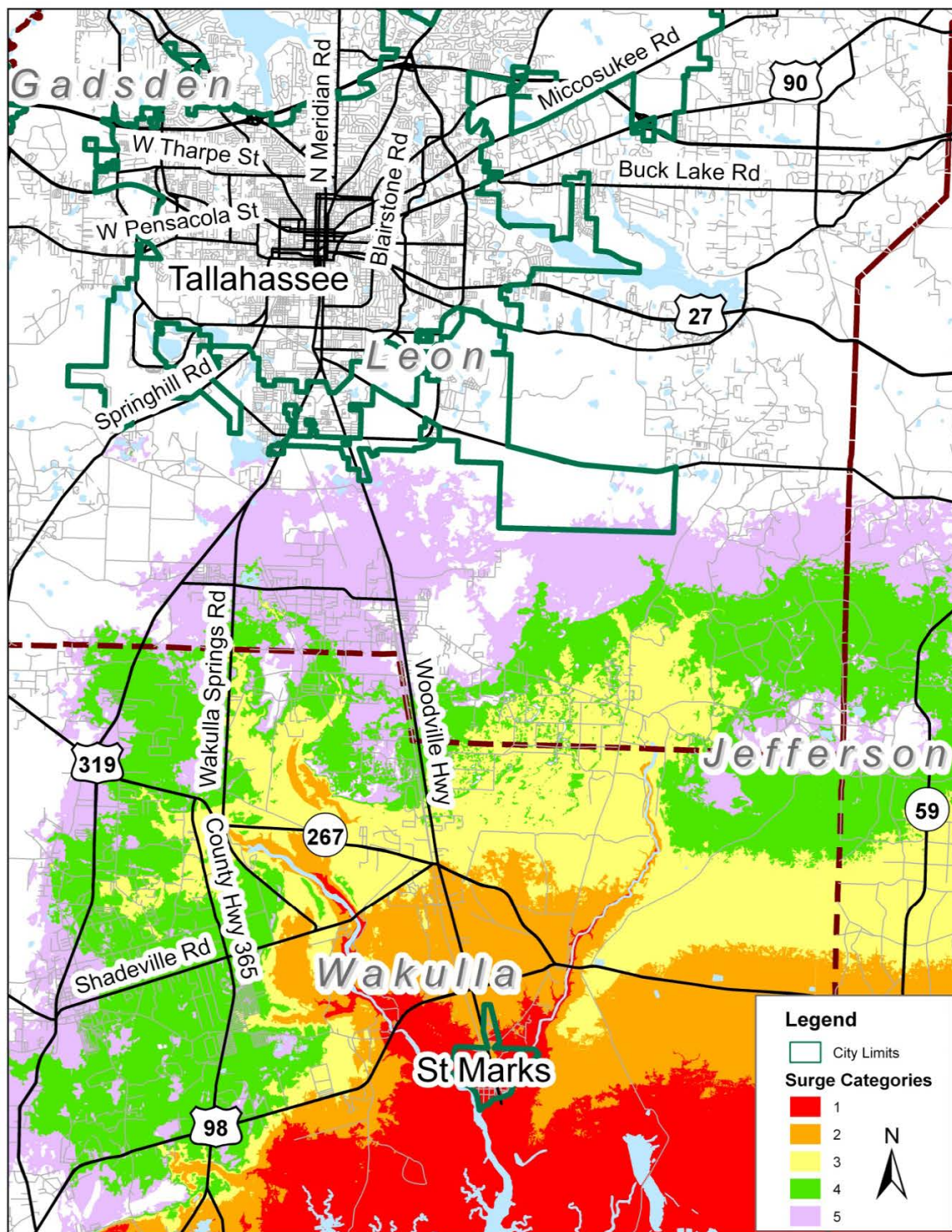
Date	Named Storm	Hurricane	Major Hurricane
Jan-May	1.4%	0.4%	0.2%
6/1-6/10	3.1%	1.6%	0.7%
6/11-6/20	4.8%	3.0%	1.7%
6/21-6/30	5.2%	4.3%	2.2%
7/1-7/10	4.7%	4.5%	2.7%
7/11-7/20	4.3%	4.6%	2.9%
7/21-7/31	5.1%	5.5%	5.1%
8/1-8/10	6.4%	7.2%	7.7%
8/11-8/20	7.7%	9.1%	10.9%
8/21-8/31	9.0%	10.3%	12.3%
9/1-9/10	10.5%	11.4%	13.5%
9/11-9/20	11.2%	11.3%	13.5%
9/21-9/30	10.3%	10.3%	12.1%
10/1-10/10	7.7%	7.7%	8.5%
10/11-10/20	4.8%	4.9%	4.3%
10/21-10/31	2.3%	2.2%	1.4%
11/1-11/10	1.0%	0.9%	0.2%
11/11-11/20	0.3%	0.3%	0.0%
11/21-11/30	0.2%	0.3%	0.0%
Dec	0.1%	0.2%	0.0%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

Tables 2.9 and 2.10 indicate a relatively low probability of a tropical cyclone (tropical storm or hurricane) making landfall in 2014 in Region 4 (Big Bend coast of Florida) or Leon County. However, Tables 2.11 and 2.12 clearly indicate that over a 50-year period, there is an 86.6% chance of a named storm making landfall in Leon County, and a 55.4% chance of an intense hurricane (Category 3, 4, or 5 on the Saffir-Simpson scale, which could affect all of Leon County if it strikes the coast within 50 miles of the City of Tallahassee). The most anticipated hurricane events for Leon County and the City of Tallahassee include a slow-moving, category 1 hurricane with heavy rain, a faster-moving category 1 storm with a similar path to Hurricane Kate in 1985 and the devastating storm of 1877, or a Category 3 storm with the similar path.

Overall, based on these probabilities and the historical record, the probability of a hurricane or a tropical storm affecting Leon County and the City of Tallahassee is **occasional** as defined under Section 2.2.1 Risk. The following figure indicates vulnerability within Leon County to flood damage from a tropical cyclone storm surge.

<sup>20</sup>Gray, W. Tropical Meteorology Research Project and GeoGraphics Laboratory, 2009, <http://www.e-transit.org/hurricane/welcome.html>.

Figure 5: Estimated Hurricane Storm Surge within Franklin and Leon counties.<sup>21</sup>



<sup>21</sup> Apalachee Regional Planning Council, 2009.

Storm surge appears in Leon County beginning with a Category 3 storm (see Maps 3-5). Affected areas include the southern portion of Leon County just north of Munson Slough and in the southeast along the St. Marks River.

### *Hazus-MH 2.0*

FEMA's Hazus-MH 2.0 software is a nationally applicable standardized methodology that contains models for estimating potential losses from floods and hurricanes. This software allows users to conduct interactive queries, perform multivariate spatial analysis, edit data, create maps and present the results of all these operations in a consolidated report. Hazus-MH 2.0 was used to model and generate estimated potential losses for hurricane winds and flooding.

### *Hazus-MH 2.0 Hurricane Wind Model*

The Hazus-MH 2.0 Hurricane Wind Model is an improvement over existing loss estimation models because it uses a wind hazard-load-damage-loss framework. New features in the Hazus-MH 2.0 Wind Model include:

- Commercial data has been updated to Dun & Bradstreet building valuations have been updated to R.S. Means and building counts are now based on census housing unit counts;
- An updated historic storms database that includes several existing historic storms;
- New coastal storm surge modeling capability that includes SLOSH and SWAN;
- Integration of the CDMS tool;
- NOAA hurricane advisory data is used to model storms with an adjustment feature for calculating building damage and loss;
- An updated probabilistic storm set that reflects updates to the Holland pressure profile model and filling model;
- An updated wind field model for user-defined storms; and
- A new vulnerability functions to permit calculation of additional losses to manufactured housing due to trees blow down.

Replacement costs were derived from Means Square Foot Costs for residential, commercial, industrial and institutional building occupancy classes. The Means publication is a nationally accepted reference on building construction costs, which is published annually. This publication provides cost information for a number of low-rise residential buildings, and for 70 other residential, commercial, institutional and industrial buildings. These are presented in a format that shows typical costs for each model building, showing variations by size of building, type of building structure and building enclosure. More detailed information on Hazus-MH 2.0 is available through FEMA at: [www.fema.gov/plan/prevent/hazus/](http://www.fema.gov/plan/prevent/hazus/).

The LMS Working Group is aware of the release of Hazus 2.1. The principal enhancements incorporated into version 2.1 include compatibility with ArcGIS 10.0 and the ability of Hazus to take advantage of a 64-bit processing environment. In addition to the IT-related modifications, there were some changes to the wind field component of the Hurricane Model, and changes to return periods used in the Flood Module Average Annualized Loss methodology.

A Hazus 2.0 loss analysis using the Hurricane Module and the Flood Module were used to produce the Leon County Post Disaster Recovery Plan in 2012. This was a hybrid Level I – Level II approach that used

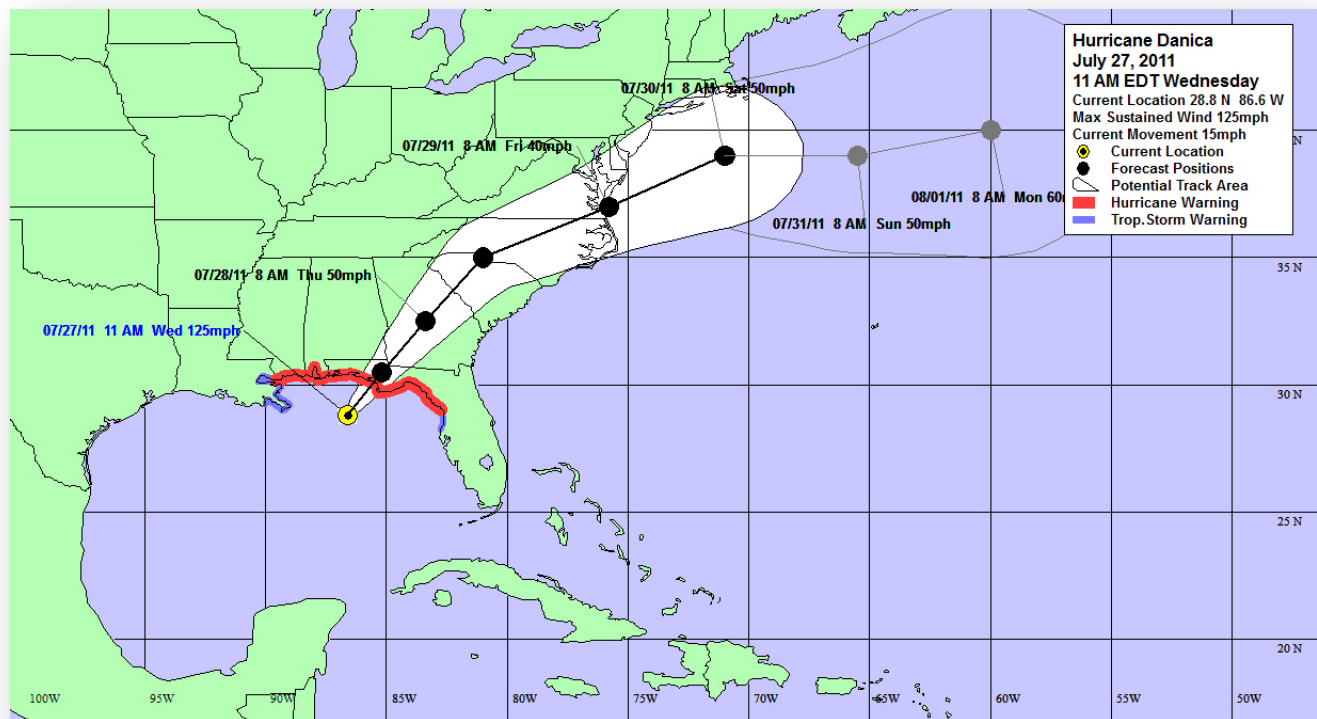
the default inventory data. Given that the Hazus 2.1 release contained no updates to the underlying Census data, or to the underlying inventory data, it was decided to use the results from the PDRP analysis for the LMS revision. This allows the local government to maintain consistency between these two documents.

A Hazus upgrade is pending that will include the use of the 2010 Census data and an upgrade to default inventory data. When this version becomes available, the operational practices the Tallahassee-Leon County Emergency Managers require that Hazus be rerun to reflect the more modern loss scenario. These results will be incorporated into Emergency Management best practices, and, additionally submitted to the LMS Steering Committee for their review. If direction is given, an addendum to the LMS will be provided using the new results.

### Hazus Analysis and Results

For comparison purposes, the LMS Update Subcommittee agreed to use two deterministic scenarios to examine potential impact from a tropical weather event. The Tallahassee Office of the National Weather Service provided three tropical weather scenarios for input into the Hazus-MH 2.0 Wind Model. These scenarios included a slow moving, category 1 hurricane with heavy rain, a category 1 storm with a similar path to hurricane Kate and the devastating storm of 1877 and the same hurricane as a Category 3 storm. The figure below shows the path of the category 3 hurricane.

Figure 6: Model Category 3 Hurricane Path





Based on the default data included in Hazus-MH, which uses U.S. Census 2000 tract data and 2006 R.S. Means building valuations, there is an estimated 96,877 buildings with a total dollar exposure of over \$16 billion dollars in Leon County. The building count and dollar exposure, by property type, are listed in table below.

Table 2.14: General Building Stock in Leon County as of 2006.<sup>22</sup>

Property Type	Number of Properties	Value
Residential	71,205	\$12,174,373,000
Commercial	17,244	\$2,940,634,000
Government	2,131	\$372,588,000
Industrial	2,034	\$342,449,000
Education	1,647	\$278,244,000
Religious	2,423	\$407,518,000
Agriculture	291	\$46,716,000

The table below lists the facilities included in the Hazus-MH 2.0 model; whenever possible local data was used to augment the model data. The facilities identified with an asterisk (\*) are considered to be “essential” facilities by FEMA and are included in calculating damages.

Table 2.15: Essential Facilities.<sup>23</sup>

Facility	Data Source
Fire Stations*	Hazus and local GIS Data
Police Stations*	Hazus
EOCs*	Hazus and local GIS Data
Communications	Hazus
Medical Care Facilities*	Hazus
Schools*	Hazus and Local GIS Data
General Building Stock*	Hazus
Dams and Levees	Hazus
Highways	Hazus
Railways	Hazus
Bus	Hazus
Airport	Hazus
Wastewater Facilities	Hazus
Electric Generating Facilities	Hazus
Hazardous Materials	Hazus
Demographics	Hazus

<sup>22</sup> Hazus-MH 2.0.

<sup>23</sup> Ibid.

### *Category 3 Hurricane Deterministic Scenario*

HAZUS-MH 2.0 calculates losses that are due to building and contents damage and monetary losses resulting from loss of function. Losses are not calculated for individual buildings, but instead are based on the performances of entire occupancy classes of buildings (i.e., residential, commercial and other).

### *Category 1 Hurricane Deterministic Scenario*

The economic loss from a category 1 hurricane is significantly less than that of the same hurricane categorized as a category 3 storm. The Hazus model run estimated total property damages are \$178 million, but again the largest loss was to residences which accounted for 90% of the total loss. The number of households that may need long-term housing is also significantly less. Less than 15 residences will be significantly damaged in comparison with more than 1,350 from the same hurricane making landfall as a category 3 storm. The tables below display the economic loss and damage by property type from HAZUS-MH 2.0 for an impact from a category 1 hurricane.

Table 2.16: Economic Loss - Category 1 Hurricane.<sup>24</sup>

Property Type	Value
Residential	\$147,949,000
Commercial	\$8,443,000
Industrial	\$555,000
Other	\$1,458,000
Business Interruption	\$19,217,000
Total Direct Economic Loss	\$177,622,000

Table 2.17: Damage by Property Type – Category 1 Hurricane.<sup>25</sup>

Property Type	Moderate	Severe	Destruction
Residential	646	11	0
Commercial	86	3	0
Government	3	0	0
Industrial	8	1	0
Education	1	0	0
Religious	3	0	0
Agriculture	4	4	0

### *Slow Moving Category 1-2 Hurricane*

This scenario had a completely different storm track than that of the deterministic scenario used above. In this scenario, the storm made landfall with the eye going directly over the City of Tallahassee. This scenario accounted for heavy driving rain and the damage associated with a slower moving tropical weather event. Total property damage losses totaled \$887 million with residential structures accounting for 77% of the total loss.

<sup>24</sup> Hazus-MH 2.0.

<sup>25</sup> Ibid.

Table 2.18: Economic Loss from Slow Moving Hurricane.<sup>26</sup>

Property Type	Value
Residential	\$603,599,000
Commercial	\$101,407,000
Industrial	\$11,486,000
Other	\$33,249,000
Business Interruption	\$137,183,000
Total Direct Economic Loss	\$886,924,000

Based on the category 3 hurricane deterministic scenario input into HAZUS-MH 2.0, the model estimates that approximately 14,000 buildings will be moderately damaged and 325 buildings will be totally destroyed. The tables below display the estimated economic losses by property type and the estimated damage count also by property type.

Table 2.19: Economic Loss - Category 3 Hurricane.<sup>27</sup>

Property Type	Value
Residential	\$815,451,000
Commercial	\$155,732,000
Industrial	\$19,667,000
Other	\$51,642,000
Business Interruption	\$209,048,000
Total Direct Economic Loss	\$1,251,540,000

Table 2.20: Damage by Property Type – Category 3 Hurricane.<sup>28</sup>

Property Type	Moderate	Severe	Destruction
Residential	10,560	1,046	311
Commercial	1,203	307	6
Government	85	29	0
Industrial	258	86	3
Education	46	15	0
Religious	102	26	0
Agriculture	51	27	5

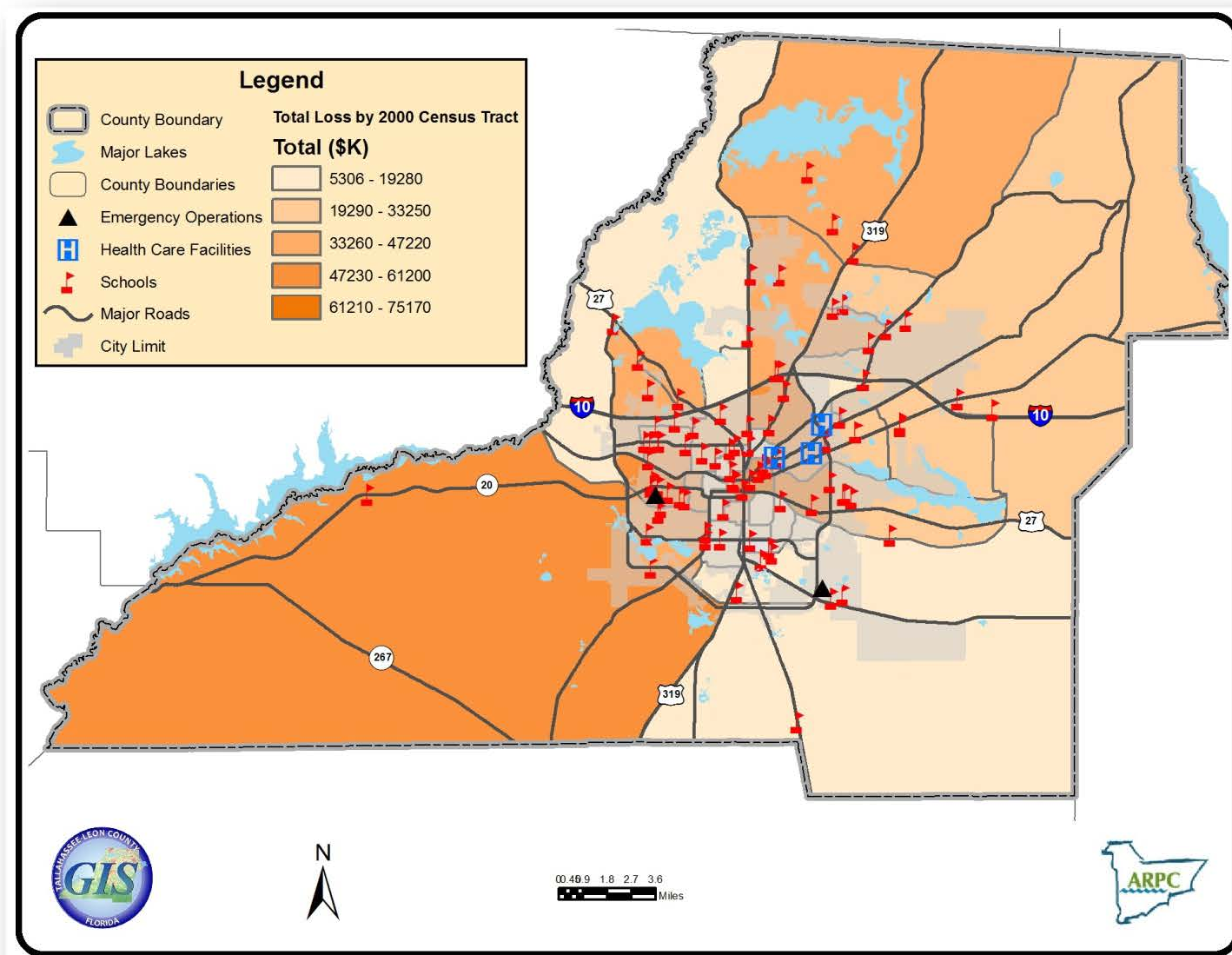
As indicated by Table 2.16, the total property damage losses were \$1.25 billion. As indicated by Table 2.17, the largest loss was sustained by residential occupancies which account for over 75% of the total loss. Approximately 1,375 residences will be damaged enough to displace those families for a lengthy duration of time. This will require both long-term housing and social services to be provided if these families are to remain in the community. The maps below display the extent of loss by census tract in both the county and the city for the hypothetical category 3 hurricane used for the HAZUS MH3 model.

<sup>26</sup> Ibid.

<sup>27</sup> Ibid.

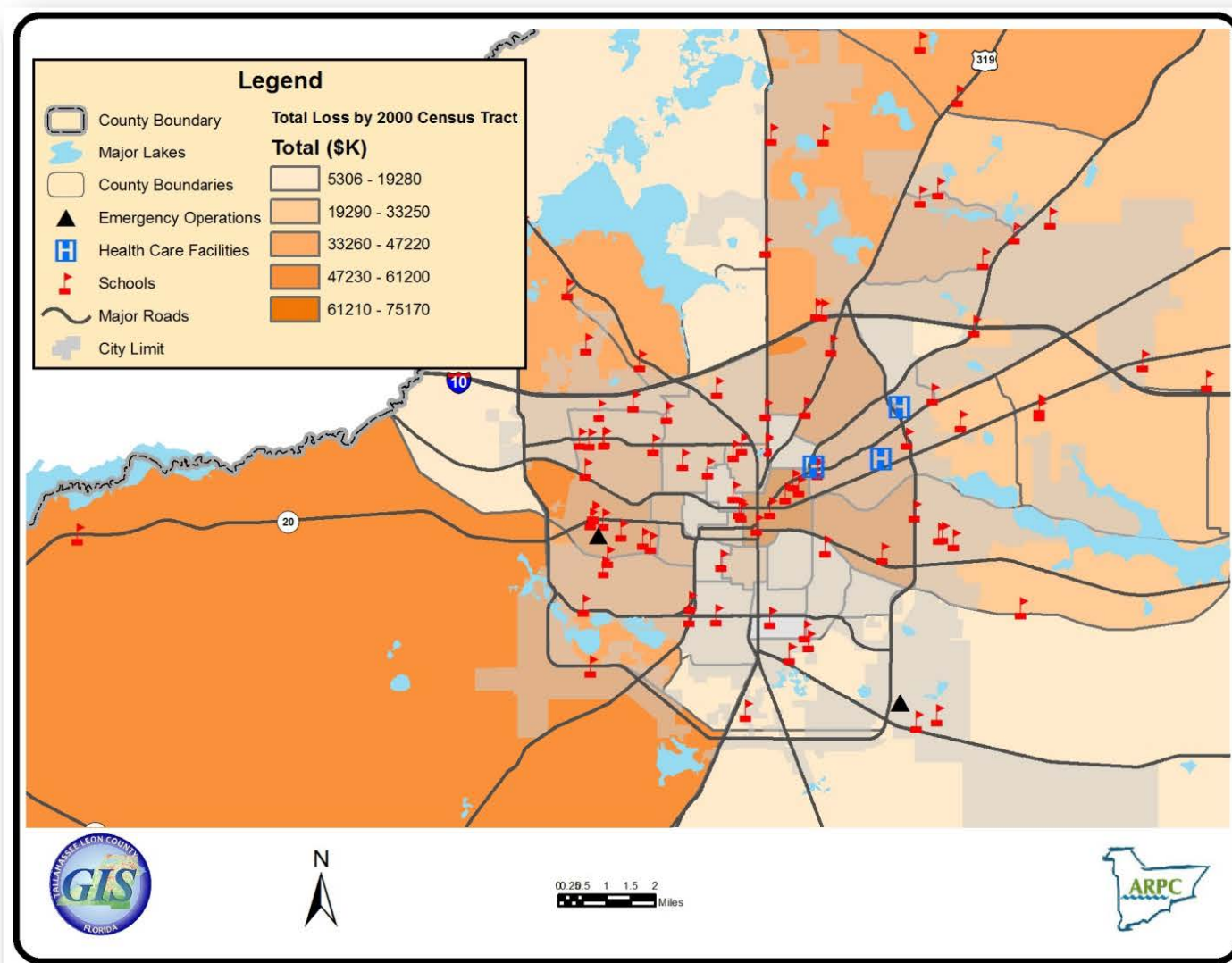
<sup>28</sup> Ibid.

Figure 7: Category 3 Hurricane Loss by Census Tract – Leon County.<sup>29</sup>



<sup>29</sup> Hazus-MH 2.0. Losses are calculated for a hypothetical category 3 hurricane.

Figure 8: Category 3 Hurricane Loss by Census Tract – City of Tallahassee.<sup>30</sup>



<sup>30</sup> Ibid.

### *Evacuation Behavior Analysis*

According to the Apalachee Regional Evacuation Study published in 2010, 70% of the population residing in mobile or manufactured homes intends to evacuate for a category 3 hurricane while only 20% of the residents state they will leave if they live in a site built home. The majority of the evacuating population, 70% from site built homes and 50% from mobile or manufactured homes, state they will leave county while less than 10% intend to use public shelter. The table below display evacuation rates for Leon County.

Table 2.21: Leon County Evacuation Rates.<sup>31</sup>

Housing Type	Storm Threat Scenario				
	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
Site Built	5%	10%	20%	25%	30%
Mobile or Manufactured Home	50%	55%	70%	80%	85%

### Vulnerability Summary

Leon County and the City of Tallahassee are vulnerable to property damage from wind, water, and flooding resulting from hurricanes and tropical storms. Wind and water damages are highly correlated with storm intensity; property-specific and area-wide flooding is correlated with storm size and speed, and not necessarily intensity. Due to Leon County's inland location, the majority of the damages will come from high winds.

Many areas within Leon County and the City of Tallahassee have a moderate to heavy tree cover. High winds can topple trees, which can damage structures and infrastructure. Since the majority of electric and telephone lines are aboveground (and many newer underground lines are primarily served by existing overhead lines), power outages are expected to occur in the presence of high winds and heavy rain. This is even more of an issue in the unincorporated areas served by Talquin Electric due to a denser canopy of trees. Blocked road access is also an important response/recovery debris issue.

### *Debris*

Besides the damage severe weather (storm) events can produce, high winds can also create significant quantities of debris from downed trees, branches and damaged buildings. This debris can impede emergency management efforts; present a safety hazard for emergency and repair workers and citizens; and present significant storage and disposal issues.

A 1999 study by the Florida Department of Community Affairs was conducted to estimate how much debris may be produced by different storm intensities. The objective was to help local governments assess their capacity to collect and dispose of debris in the post-storm period. For this study, DCA utilized the TAOS model to estimate the number and type of parcels that will produce debris of 10 cubic yards/acre or more for each of the six storm intensities.<sup>32</sup>

<sup>31</sup> Apalachee Regional Evacuation Study, 2010.

<sup>32</sup> Ten cubic yards of debris was selected as a threshold level for this analysis because it approximates the carrying capacity of a standard dump truck.

The data generated by the TAOS model are presented in Table 2.9. Structure types are classified as mobile homes, residential, commercial, and industrial. The winds produced by a tropical storm do not significantly contribute to the production of debris of more than 10 cubic yards/acre, as most parcels remain unaffected in the city and county. However, a Category 1 storm results in a significant increase in debris production. Affected parcel percentages for the study area range from 55-77 percent, while county percentages are much lower at 21-33 percent. This is probably due to fewer structures in the unincorporated areas. The most telling TAOS model prediction is that nearly 100 percent of all parcels will produce debris of 10 cubic yards/acre or more for the remaining storm intensities.

Table 2.22: Debris Produced by Tropical Storms and Hurricanes.<sup>33</sup>

Structure Type	Debris Of 10 Cubic Yards Or More Per Acre <sup>34</sup>											
	Tropical Storm				Category 1 Storm				Category 2 Storm			
	City Parcels		Co. Parcels		City Parcels		Co. Parcels		City Parcels		Co. Parcels	
	#	%	#	%	#	%	#	%	#	%	#	%
Mobile Homes	2	<1	32	<1	396	55	1,081	21	724	100	5,194	99
Residential	623	2	199	<1	23,837	63	4,869	21	37,586	100	22,997	99
Commercial	11	<1	3	<1	1,658	68	154	44	2,432	100	352	99
Industrial	3	<1	1	<1	431	74	95	35	586	100	269	99
Govt./Educ.	9	<1	0	0	861	77	120	33	1,125	100	367	99

Following a major storm event, there is usually significant public pressure to reinstate electrical power as quickly as possible, among other services. Electric power makes possible air conditioning, lights, preservation of food, and use of computers and cell phones, which are increasingly essential infrastructure, especially in an emergency situation.

Actions that can be taken to mitigate the potential impact of debris on local transportation and power distribution systems include the replacement of aboveground lines with buried lines, and the trimming of trees around above-ground electrical infrastructure such as poles and power lines. However, burying power lines in existing developed areas can be time-consuming and expensive, as well as impact existing trees. Additionally, underground lines may cost more to service than above ground lines, although the rate of required service may be less.

Trimming trees is regularly conducted by the City of Tallahassee. Many homeowners also trim trees on their property for the same reasons. Keeping trees trimmed and healthy is one of the single best actions homeowners and other property owners can take to mitigate the effects of major storms.

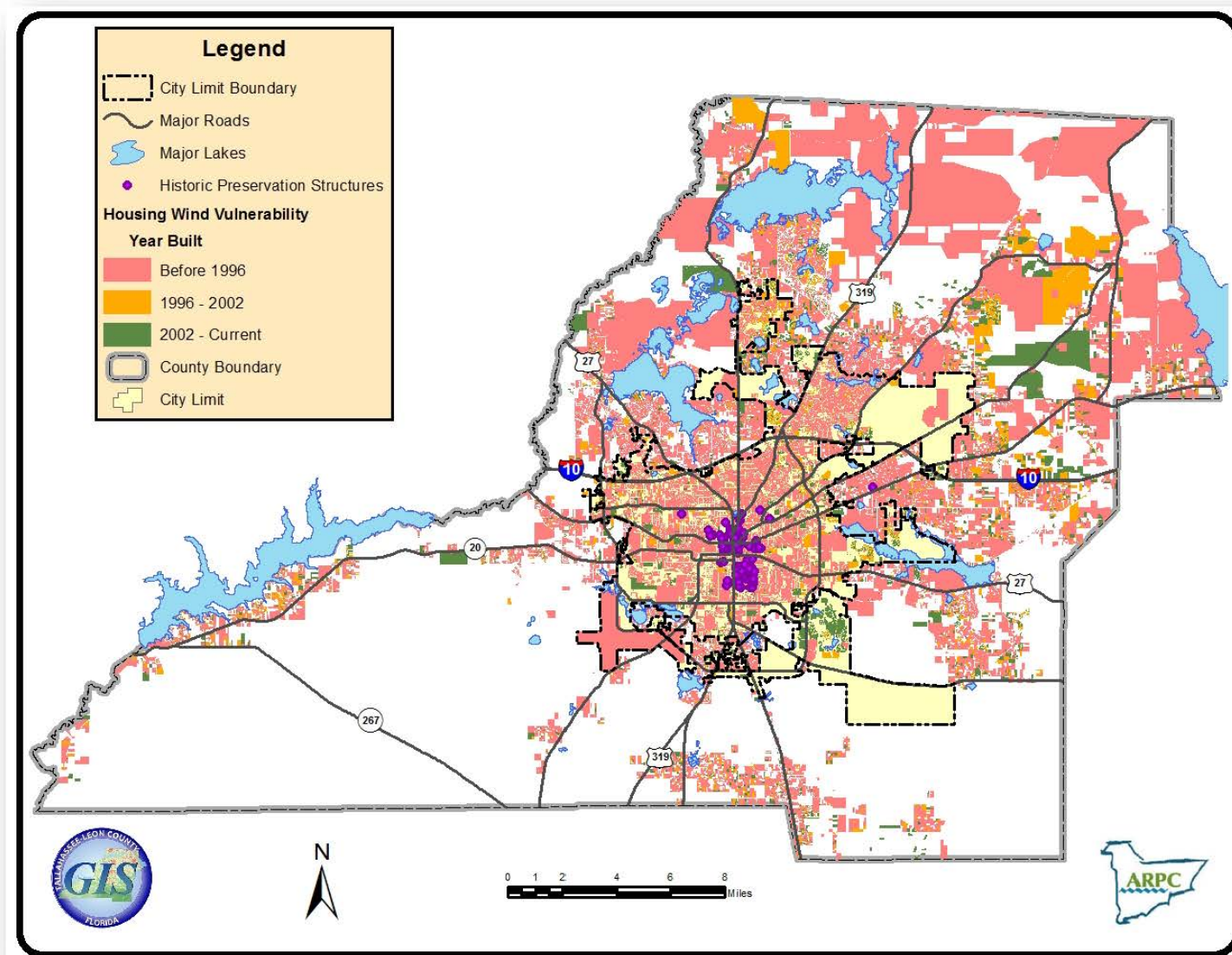
In 1951 the City of Tallahassee officially adopted the Southern Standard Building Code by ordinance as the first building code in the city. The Leon County Building Inspection Department was established in 1973 and the 1976 Standard Building Code was adopted. The 2001 Florida Building Code (FBC) was the first statewide code issued and was adopted by both the city and the county. Both the city and the county adopted and enforce the FBC which became effective March 1, 2009. Working with the Leon County Property Appraiser database and building officials from both the City of Tallahassee and Leon County, structural vulnerability was determined based on building codes in place in over the last six decades. The following maps indicate structural vulnerability based on the date of construction in the city and the county. They also include properties on the National Register of Historic Places.

<sup>33</sup> Source: DCA, TAOS, 1999.

<sup>34</sup> All parcels are affected with 10 cubic yards or more of debris/acre in Category 3-5 storms.



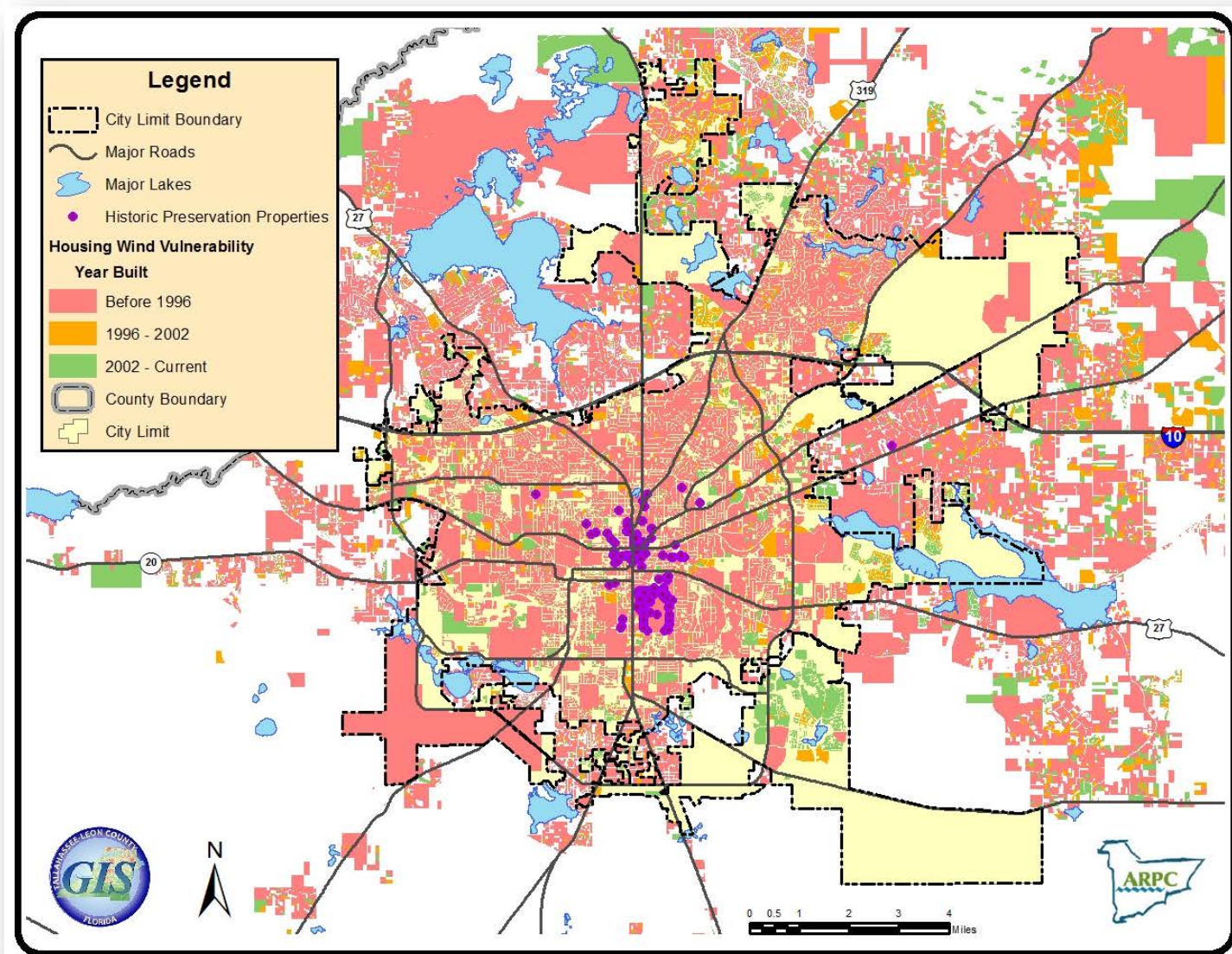
Figure 9: Housing Vulnerability – Leon County.<sup>35</sup>



<sup>35</sup> Tallahassee – Leon County Geographic Information Systems.

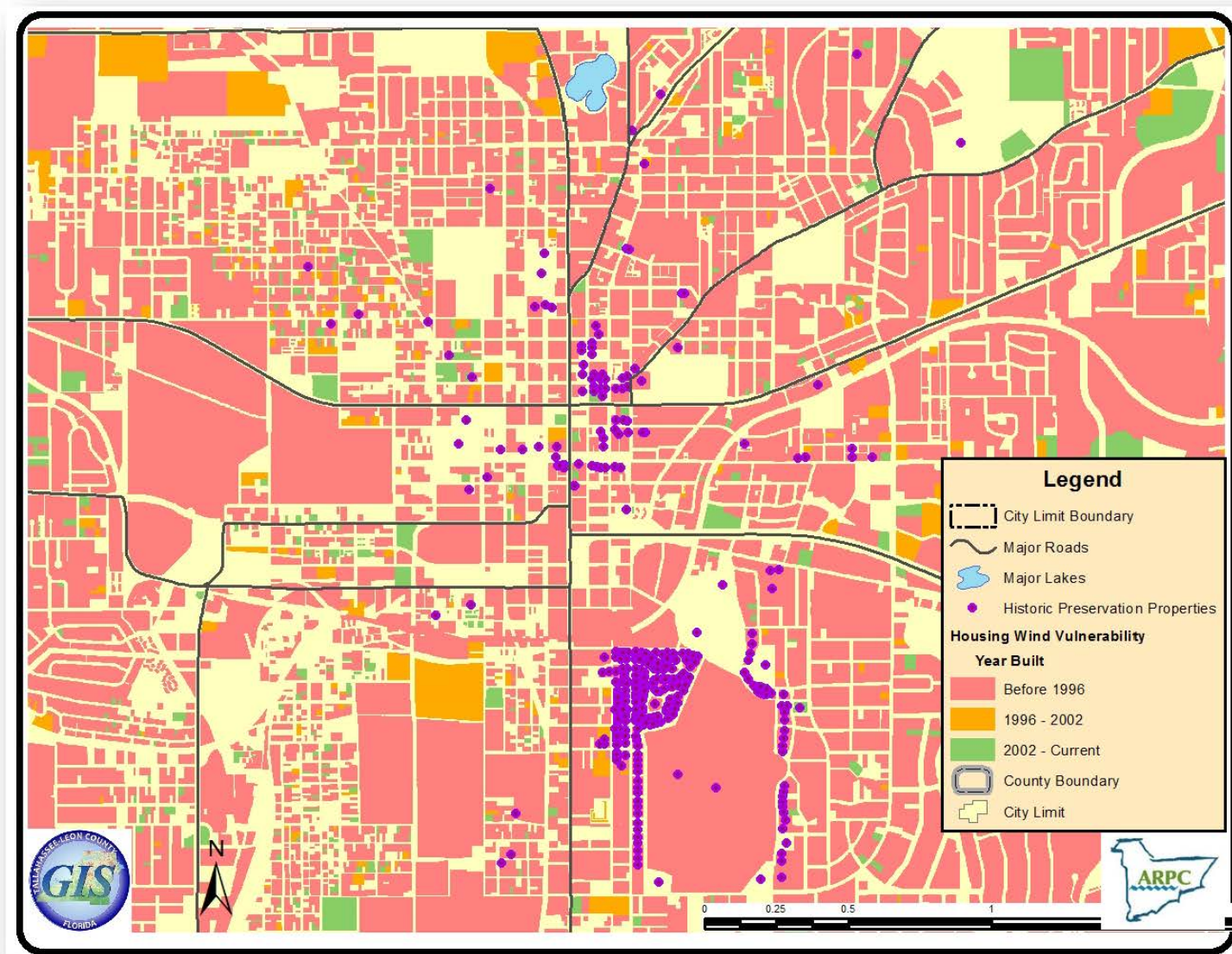


Figure 10: Housing Vulnerability – City of Tallahassee.<sup>36</sup>



<sup>36</sup> Ibid.

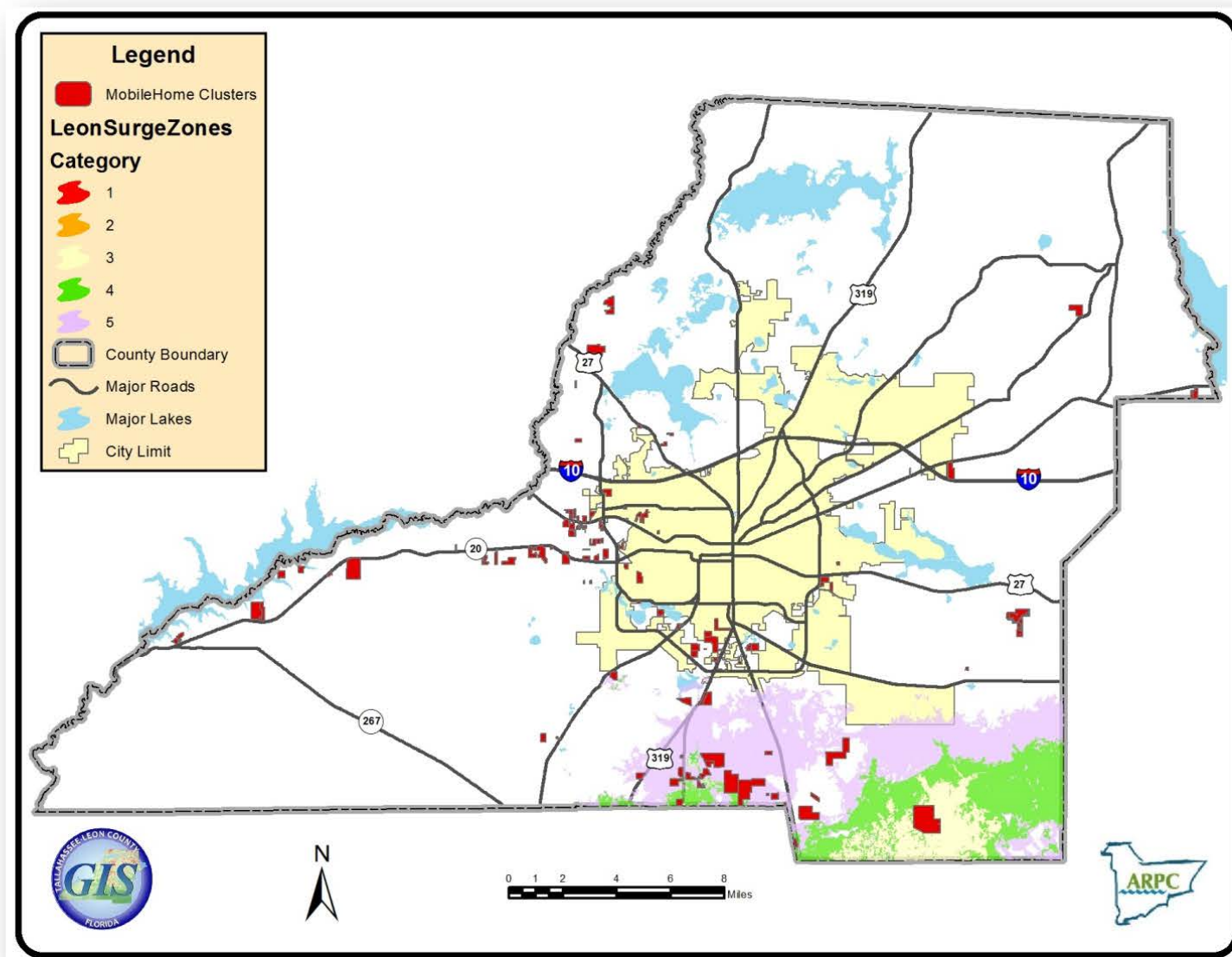
Figure 11: Historic Properties in the City of Tallahassee.<sup>37</sup>



<sup>37</sup> Ibid.



Figure 12: Mobile Home Cluster and Hurricane Storm Surge.<sup>38</sup>



<sup>38</sup> Ibid.

## Risk Assessment

Based on the historical data, the Tropical Meteorology Research Project, the U.S. Landfalling Hurricane Probability Project, and the Hazus analysis, hurricanes and tropical storms are classified as a **high risk** to Leon County residents. Historical records reveal tropical storm or hurricane -related damages occur with an average frequency of once every two years. Predictably, damage totals rise significantly with increased storm intensity.

### **2.3.2 Thunderstorms**

#### General Description and Location

According to the National Oceanic and Atmospheric Administration (NOAA), a thunderstorm is a rain shower during which thunder is heard. Since thunder comes from lightning, all thunderstorms have lightning. A thunderstorm is classified as "severe" when it contains one or more of the following: hail three-quarters inch or greater; winds gusting in excess of 50 knots (57.5 mph); or a tornado.<sup>39</sup>

The typical thunderstorm is 15 miles in diameter and lasts an average of 30 minutes. Nearly 1,800 thunderstorms are happening at any moment around the world. Thunderstorms are most likely to occur in the spring and summer months and during the afternoon and evening hours but they can occur year-round and at all hours of the day or night. Along the Gulf Coast and across the southeastern and western states, most thunderstorms occur during the afternoon.

Heavy rain from thunderstorms can lead to flash flooding. Strong winds, hail, and tornados are also dangers associated with some thunderstorms. Thunderstorms typically produce heavy rain for a brief period, anywhere from 30 minutes to an hour. About 10 percent of thunderstorms are classified as severe—one that produces hail at least three-quarters of an inch in diameter, has winds of 58 miles per hour or higher, or produces a tornado.<sup>40</sup> The Beaufort Wind Scale in Table 2.23 below is used to describe wind speeds associated with thunderstorms.

<sup>39</sup> NOAA National Severe Storms Laboratory, 2009, [http://www.nssl.noaa.gov/primer/tstorm/tst\\_basics.html](http://www.nssl.noaa.gov/primer/tstorm/tst_basics.html).

<sup>40</sup> FEMA, Thunderstorms, <http://www.fema.gov/kids/thunder.htm>.

Table 2.23: Beaufort Wind Scale.<sup>41</sup>

Force	Wind (Knots)	WMO Classification	Appearance of Wind Effects	
			On the Water	On Land
0	Less than 1	Calm	Sea surface smooth and mirror-like	Calm, smoke rises vertically
1	1-3	Light Air	Scaly ripples, no foam crests	Smoke drift indicates wind direction, still wind vanes
2	4-6	Light Breeze	Small wavelets, crests glassy, no breaking	Wind felt on face, leaves rustle, vanes begin to move
3	7-10	Gentle Breeze	Large wavelets, crests begin to break, scattered whitecaps	Leaves and small twigs constantly moving, light flags extended
4	11-16	Moderate Breeze	Small waves 1-4 ft. becoming longer, numerous whitecaps	Dust, leaves, and loose paper lifted, small tree branches move
5	17-21	Fresh Breeze	Moderate waves 4-8 ft. taking longer form, many whitecaps, some spray	Small trees in leaf begin to sway
6	22-27	Strong Breeze	Larger waves 8-13 ft., whitecaps common, more spray	Larger tree branches moving, whistling in wires
7	28-33	Near Gale	Sea heaps up, waves 13-20 ft., white foam streaks off breakers	Whole trees moving, resistance felt walking against wind
8	34-40	Gale	Moderately high (13-20 ft.) waves of greater length, edges of crests begin to break into spindrift, foam blown in streaks	Whole trees in motion, resistance felt walking against wind
9	41-47	Strong Gale	High waves (20 ft.), sea begins to roll, dense streaks of foam, spray may reduce visibility	Slight structural damage occurs, slate blows off roofs
10	48-55	Storm	Very high waves (20-30 ft.) with overhanging crests, sea white with densely blown foam, heavy rolling, lowered visibility	Seldom experienced on land, trees broken or uprooted, "considerable structural damage"
11	56-63	Violent Storm	Exceptionally high (30-45 ft.) waves, foam patches cover sea, visibility more reduced	
12	64+	Hurricane	Air filled with foam, waves over 45 ft., sea completely white with driving spray, visibility greatly reduced	

### Hail

Hail is a dangerous by-product of thunderstorms. Hail is precipitation in the form of lumps of ice produced by convective clouds. Because hail needs convective clouds and strong updrafts to increase in size, hail storms are more frequent in warmer months (spring and early summer) when these conditions are present.<sup>42</sup> The TORRO Hailstorm Intensity scale in Table 2.4 below describes typical damage associated with hail size.

<sup>41</sup> Beaufort Wind Scale, 2009, <http://www.spc.noaa.gov/faq/tornado/beaufort.html>.

<sup>42</sup> National Weather Service website, <http://www.erh.noaa.gov/er/cae/svrwx/hail.htm>.

Table 2.24: TORRO Hailstorm Intensity Scale.<sup>43</sup>

Classification	Intensity Category	Typical Hail Diameter (mm) <sup>*</sup>	Probable Kinetic Energy, J-m <sup>2</sup>	Typical Damage Impacts
H0	Hard Hail	5	0-20	No damage
H1	Potentially Damaging	5- <b>15</b>	>20	Slight general damage to plants, crops
H2	Significant	10- <b>20</b>	>100	Significant damage to fruit, crops, vegetation
H3	Severe	20- <b>30</b>	>300	Severe damage to fruit and crops, damage to glass and plastic structures, paint and wood scored
H4	Severe	25- <b>40</b>	>500	Widespread glass damage, vehicle bodywork damage
H5	Destructive	30- <b>50</b>	>800	Wholesale destruction of glass, damage to tiled roofs, significant risk of injuries
H6	Destructive	40- <b>60</b>		Bodywork of grounded aircraft dented, brick walls pitted
H7	Destructive	50- <b>75</b>		Severe roof damage, risk of serious injuries
H8	Destructive	60- <b>90</b>		(Severest recorded in the British Isles) Severe damage to aircraft bodywork
H9	Super Hailstorms	75- <b>100</b>		Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open
H10	Super Hailstorms	>100		Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open

\* Approximate range (typical maximum size in bold), since other factors (e.g. number and density of hailstones, hail fall speed and surface wind speeds) affect severity.

Evidence indicates that maximum hailstone size is the most important parameter relating to structural damage, especially towards the more severe end of the scale. Hailstone shapes are also an important feature, as spiked or jagged hail can also increase some aspects of damage. Table 2.25 below describes the typical size and shape associated with TORRO hail codes.

Table 2.25: Hail Size and Diameter in Relation to TORRO Hailstorm Intensity Scale.<sup>44</sup>

Size code	Maximum Diameter mm	Description
0	5-9	Pea
1	10-15	Mothball
2	16-20	Marble, grape
3	21-30	Walnut
4	31-40	Pigeon's egg > squash ball
5	41-50	Golf ball > Pullet's egg
6	51-60	Hen's egg
7	61-75	Tennis ball > cricket ball
8	76-90	Large orange > Soft ball
9	91-100	Grapefruit
10	>100	Melon

<sup>43</sup> Tornado and Storm Research Organization, 2009 <http://www.torro.org.uk/TORRO/severeweather/hailscale.php>.

<sup>44</sup> Tornado and Storm Research Organization, 2009  
<http://www.torro.org.uk/TORRO/severeweather/hailscale.php>.

Thunderstorms can occur anywhere within both Leon County and the City of Tallahassee. Hail is rare, but can be associated with thunderstorms in these same areas.

### Historical Occurrences

Florida has the highest average precipitation of any state, in large part because afternoon thunderstorms are common in most of the state from late spring until early autumn. Hail can accompany the most severe thunderstorms.

Precipitation data collected over a 28.5-year period from the Tallahassee Municipal Airport weather station indicates an annual average of 64.59 inches, with 1964's 103.5 inches as the wettest year on record, and 90 inches of rain recorded in 1994. July is the wettest month and experiences rainfall of the highest average intensity. Summer provides the largest seasonal contribution, accounting for 35 percent of annual precipitation. The average storm for the period produced 0.7 inches, with average peak intensity recorded at just under 0.5 inches/hour. Airport weather station data was used to calculate the following expected frequencies and magnitudes of historic storm events of 24-hour duration:

2-year frequency:	4.7 inches
25-year frequency:	8.5 inches
10-year frequency:	7.5 inches
100-year frequency:	10.9 inches

The region has experienced multiple storms that have resulted in significant rainfall. In March of 1991, a 10 to 25 year event dumped 7.17 to 9.12 inches of rain during a 24-hour period. Prior to this, a similarly sized storm had not been recorded for 20 years, when 8.43 inches were recorded in 20 hours in July 1970. The most notable events for the study period occurred in September 1969, when 13.8 inches were recorded in a 74-hour period, and November 1972 when 1.64 inches fell within 15 minutes. Table 2.26 provides a summary of the most severe rainfall events recorded in Leon County and Tallahassee between 1958 and 2014. This is not a complete record of storms, but only the most severe. Thunderstorms are almost a daily occurrence in Leon County and the City of Tallahassee on summer afternoons, and they are common when cold fronts blow through in the winter.

The City of Tallahassee and Leon County experienced significant rainfall levels associated with tropical storms Alberto and Beryl and Tropical Depression #10 in 1994, hurricanes Bonnie, Frances and Jeanne in 2004, and T.S. Debby in 2012. The most recent storm event that caused flooding in many areas of Leon County and the City of Tallahassee occurred on April 30, 2014. A state of emergency was declared by the Governor for 26 counties, including Leon County. However, these events did not exceed in rank any event in Table 2.26.

Table 2.26: Severe Storm Events in Leon County by Rank, 1958 – 2014.<sup>45</sup>

Rank	Date	Storm Depth	Storm Duration (Hours)	Peak 15-min. Intensity (Inches/ Hour)	Peak 1-Hour Intensity (inches/ Hour)	Estimated Design Storm (Frequency/ Duration)	Storm Name
1	September 8, 1968	6.52	2	6.48	4.83	155yr/1hr	
2	September 22, 1969	13.78	34	5.20	2.18	125yr/48hr	
3	June 11, 2001	10.58	45	5.68	4.53	115yr/1hr	T.S. Alison
4	March 3, 2002	11.58	10	3.48	2.40	105yr/4hr	
5	September 22, 2000	8.62	28	4.40	3.04	105yr/4hr	T.S. Helene
6	July 22, 1970	8.17	10	5.32	3.46	90yr/4hr	T.S. Becky
7	August 25, 2008	12.82	38	2.20	1.33	65yr/72hr	T.S. Fay
8	December 4, 1964	9.75	18	2.4	2.15	40yr/24hr	
9	July 18, 1964	9.86	26	4.20	3.44	40yr/2hr	
10	August 6, 2001	10.18	12	3.64	2.23	35yr/48hr	T.S. Barry
11	August 18, 1998	4.45	4	5.16	3.82	35yr/1hr	
12	March 3, 1991	9.46	7	2.64	1.91	35yr/24hr	
13	June 15, 1968	3.90	1	4.80	3.70	25yr/1hr	
14	March 2, 1994	8.21	6	3.12	1.49	25yr/8hr	
15	July 13, 1998	5.93	39	3.56	2.96	15yr/2hr	

According to data maintained by the NOAA National Climatic Data Center, 172 thunderstorm events occurred in Leon County between 01/01/2010 and 12/31/2014 (see Technical Appendix K).<sup>46</sup> Wind gusts associated with these events ranged from 41 to 60 knots. One fatality was recorded as a result of one of these events, and 52 of these events caused varying amounts of property damage.

The Leon County CEMP states an estimated one hundred and forty two (142) severe thunderstorm events endured in Leon County between 1971 and 2005 containing damaging winds of 58 miles per hour or greater and/or hail of  $\frac{3}{4}$  of an inch or greater. According to these data, Leon County experienced 11 historical occurrences of hail damage between 1955 and 2002, and the City of Tallahassee experience two occurrences in that same time period. (Specific TORRO Hailstorm Intensity or other hail damage data for these jurisdictions are not available.)

#### Estimated Impacts, Probability, and Extent

The impacts of thunderstorms vary greatly based on the presence and degree of high winds, rain and/or hail, and the specific area affected by a storm. Recorded local impacts of thunderstorms include high winds breaking branches and topple trees, which can and have affected structures, roadways, vehicles, power lines, cable, and other critical infrastructure. High winds have brought down traffic lights, blown out windows in tall buildings, and grounded emergency services aircraft.

<sup>45</sup> City of Tallahassee, Stormwater Management Division, 2014.

<sup>46</sup> NOAA National Climatic Data Center, <http://www.ncdc.noaa.gov/>.



Microbursts, defined as a localized column of sinking air caused by a small and intense downdraft (the air does not spin like it does in the case of a cyclone or tornado), also occur within thunderstorms in Leon County. There are several instances where microbursts have brought down large trees and damaged property, including several homes in the Glendale neighborhood in 1996 and the roof of the Donald L. Tucker Civic Center in the early 2000s.

The rainfall associated with thunderstorms floods streets, drainage ditches, lakes, watercourses, and structures, particularly within floodprone areas within Leon County and the City of Tallahassee. Rainfall in sufficient amounts and/or duration can and has overwhelmed stormwater management facilities and conveyance systems. If this rainfall is within a closed basin, and if there is no route for this stormwater to drain (e.g., sinkhole), the accumulated stormwater can damage structures and other property.

The impacts of thunderstorms can also vary depending on where these events occur. However, since thunderstorms can occur anywhere in the County, all citizens, structures, and critical facilities and systems can potentially be affected by the effects of these storms.

Based on historical data, it is anticipated the probability of future events for this hazard would reflect the historical frequency of occurrences, and that Leon County and the City of Tallahassee or portions thereof could expect an average of approximately four severe thunderstorms per year containing damaging winds of 58 miles per hour or greater, rainfall exceeding one inch in an hour, and/or hail of  $\frac{3}{4}$  of an inch or greater. The probability based on the historical record of a severe thunderstorm affecting Leon County and the City of Tallahassee is **highly likely** as defined under Section 2.2.1 Risk.

### Vulnerability Summary

Leon County and the City of Tallahassee have a record of county-wide vulnerability to property damage from flooding, hail, lightning, and tornados associated with thunderstorms. The vulnerability to these individual effects is described elsewhere in this document. Areas and features specifically vulnerable to flooding from severe thunderstorms include:

- 8,285 parcels identified as having at least a portion of their property in the 100-year floodplain (Table 2.29)
- Mobile homes and septic tanks in 100-year floodplains (Figures 21 and 22)
- Repetitive Loss properties
- All structures and facilities within Special Flood Hazard Areas, Non-Special Flood Hazard Areas, and Undetermined-Risk Areas as identified on local FIRM maps
- Unrecorded subdivisions, and subdivisions built before 1991-92
- Pineview Elementary School
- Belle Vue Middle School
- Flood Problem Areas as Identified in the Leon County Stormwater Master Plan (Table 2.30)
- Other flooded structures, properties, and local flooding areas identified by the City and County departments of public works.
- Parking areas adjacent to Leon High School and the FSU Flying High Circus.

Any structure, infrastructure component, or other facility that has adjacent large trees may have additional vulnerability to high winds associated with severe thunderstorms, as well as tornados. These include many older residential subdivisions in Leon County and the City of Tallahassee.

Citizens in Leon County and the City of Tallahassee who work outside and transient populations are also particularly vulnerable to severe thunderstorms. Tallahassee has two universities and a community college. There are approximately 65-70,000 students that attend one or more of these institutions. These students can be vulnerable to severe thunderstorms if they are in areas of the campus where there is no shelter. High school and middle school students may also be vulnerable if they are outside during such an event.

People participating in leisure activities such as fishing, camping, boating, soccer and golf are vulnerable to severe thunderstorms, as well as first responders, workers such as roofers or roofing, HVAC, or other building contractors, and large masses of people attending various outdoor events such as music or other festivals, political rallies, or sporting events. Locations within Leon County and the City of Tallahassee with a heightened vulnerability to thunderstorms include:

- All Leon County and City of Tallahassee parks, boat landings, golf courses, and greenways
- All open bodies of water in Leon County where boating is allowed
- All State of Florida wildlife management areas, forests, and parks in Leon County
- Outdoor recreational facilities (e.g., running tracks, stadiums, playing and sports fields) managed by the Leon County School Board, Florida State University, Florida Agricultural and Mechanical University, Tallahassee Community College, and charter and other private educational facilities
- Tops of parking decks, buildings (particularly in the downtown area), telecommunication towers, water towers, and other tall infrastructure.

Structures, infrastructure, and large trees lacking lightning mitigation features such as grounded lightning rods are also vulnerable to lightning strikes associated with thunderstorms.

#### Risk Assessment

Thunderstorms are classified in this LMS as a **medium risk** to Leon County and the City of Tallahassee.

### 2.3.3 TORNADOS

#### General Description and Location

Tornadoes are among the most violent storms on the planet. A tornado is a violently rotating column of air extending between, and in contact with, a cloud and the surface of the earth. The most violent tornadoes are capable of tremendous destruction with wind speeds of 250 miles per hour or more. In extreme cases, winds may approach 300 miles per hour. Damage paths can be in excess of one mile wide and 50 miles long.

The most powerful tornadoes are produced by “super-cell thunderstorms.” These storms are affected by horizontal wind shears (winds moving in different directions at different altitudes) that begin to rotate the storm. This horizontal rotation can be tilted vertically by violent updrafts, and the rotation radius can shrink, forming a vertical column of very quickly swirling air. This rotating air can eventually reach the ground, forming a tornado.

Severe thunderstorms can produce tornadoes, high winds, and hail—any of which can cause extensive property damage and loss of life. Thunderstorms form when warm, moist air collides with cooler, drier air. Since these masses tend to come together during the transition from summer to winter, most thunderstorms occur during the spring and fall months.

Tornadoes occasionally accompany tropical storms and hurricanes that move over land. Tornadoes are the most common to the right and front of the storm center path as it comes ashore. Tornadoes vary in terms of duration, wind speed and the toll that they take. Tornadoes are classified by their wind speed and destructiveness. According to the Tornado Project, the Fujita (or simple “F”) Scale of tornado intensity is used to rate the intensity of a tornado by examining the damage caused by the tornado after it has passed over a man-made structure. Table 2.27 below describes Fujita Scale ratings and the associated wind speeds and type of damage for each F-Scale tornado number.

Tornadoes can occur anywhere within both Leon County and the City of Tallahassee. They are relatively rare, but they have occurred in the past and are likely to occur in the future.

Table 2.27. Fujita Scale of Tornado Intensity.<sup>47</sup>

F-Scale Number	Intensity Phrase	Wind Speed	Type of Damage Done
F0	Gale tornado	40-72 mph	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages signboards.
F1	Moderate tornado	73-112 mph	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	Significant tornado	113-157 mph	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	Severe tornado	158-206 mph	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted
F4	Devastating tornado	207-260 mph	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.
F5	Incredible tornado	261-318 mph	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel re-enforced concrete structures badly damaged.
F6	Inconceivable tornado	319-379 mph	These winds are very unlikely. The small area of damage they might produce would probably not be recognizable along with the mess produced by F4 and F5 wind that would surround the F6 winds. Missiles, such as cars and refrigerators would do serious secondary damage that could not be directly identified as F6 damage. If this level is ever achieved, evidence for it might only be found in some manner of ground swirl pattern, for it may never be identifiable through engineering studies

### Historical Occurrences

Tornados are a relatively infrequent occurrence in Leon County. Nevertheless, because it is situated less than 30 miles from the Gulf of Mexico, Leon County is vulnerable to tornado events primarily associated with hurricanes. Tornados associated with summer or winter storm fronts are rare. Nevertheless, tornados have occurred throughout Leon County and have developed from severe storm systems over land. Populations especially vulnerable are those residing in older manufactured homes and substandard site built homes.

There have been sixteen reported tornados in Leon County from 1945-2006 including an F1 tornado that damaged the Tallahassee-Leon County Civic Center and the South Ride Road area on November 11, 1995. Table 2.28 lists all of the reported tornado sightings for Leon County from 1950 through 2014.

A study by Global Institutional Solutions (GIS) reported a total of 19 tornados documented in Leon County for the period 1950-2013.<sup>48</sup> This number may be considered conservative since many tornados may briefly touchdown in unpopulated areas and go unreported. The GIS study presented a table of

<sup>47</sup> The Tornado Project Online, 2009. <http://www.tornadoproject.com/fscale/fscale.htm#top>.

<sup>48</sup> Global Institutional Solutions, 2014

recorded tornados by Fujita scale in Florida which indicates that there is an inverse correlation between the intensity and occurrences of tornados. However, as a tornado increases in scale, its power to destroy property, inflict injuries, and create fatalities increases dramatically.

No tornados reported at a F3 scale or higher have been reported to date in Leon County. This is also true for Gadsden, Liberty, Wakulla and Jefferson counties. Based on historic records, tornadic activity within this region has resulted in a total of eleven injuries and two fatalities. Leon County has been fortunate in this regard, as there have been no reported tornado-related deaths or and only 2 injuries within the county during the last 60 years. Table 2.28 details historical occurrences of tornado events in Leon County from 1950 through 2014.

Table 2.28: Leon County Tornado History, 1950-2014.<sup>49</sup>

#	Date	F-scale	Dead	Injured
1	January 28, 1952	F2	0	0
2	December 6, 1953	F2	0	0
3	April 10, 1960	F2	0	0
4	June 10, 1965	F0	0	0
5	March 28, 1972 (2)	F2	0	1
6	May 22, 1976	F0	0	0
7	May 16, 1983	F1	0	0
8	May 2, 1985	F0	0	0
9	June 9, 1989 (3)	F0	0	0
10	November 11, 1995	F1	0	0
11	August 12, 2003	F0	0	0
12	September 16, 2004	F0	0	0
13	December 5, 2005	F0	0	0
14	March 7, 2008	F1	0	1
15	June 4, 2009	F0	0	0
16	December 9, 2009	F0	0	0
17	April 7, 2014	F0	0	0

The aforementioned GIS study also ranked Florida counties by incidence of tornados. Leon County was ranking #52 out of 67 total counties.

#### Estimated Impacts, Probability, and Extent

Extensive damage to infrastructure, public and private property can be expected and has occurred locally from tornados. Wind damages from tornados have devastating potential, particularly for

<sup>49</sup> Storm Prediction Center, National Weather Service, National Oceanic and Atmospheric Administration.

manufactured homes. Tornadoes can break branches and topple trees, which can affect structures and other property such as automobiles, power lines, and other critical infrastructure. Tornadoes can also affect traffic lights, blow out windows, and ground emergency services aircraft. Since tornadoes can occur anywhere in the County, all citizens, structures, and critical facilities and systems can be potentially affected.

Tornadoes in Leon County have caused two injuries recorded between 1950 and 2014. On March 7, 2008, a category F1 (maximum wind speeds 73-112 mph) tornado injured one person and caused \$1 million in damages.<sup>50</sup> There were several tornadoes reported during the Florida Severe Storms event from March 26, 2009 to May 5, 2009. This was a declared a Major Disaster (DR-1831).<sup>51</sup>

Historical records reveal the frequency of tornadoes is approximately once every four years in Leon County. This frequency is roughly the midpoint for occurrences in the Big Bend area counties. Based on the information presented in Table 2.28, there were ten F0 tornadoes, three F1 tornadoes, and four F2 tornadoes recorded in Leon County between 1950 and 2011. The area affected by tornadoes is relatively small, depending on their speed, size, and height above ground, but these effects can be significant.

Based on these historical records, Leon County and the City of Tallahassee can expect an F0 tornado at least once every four years. The worst case scenario would be an F2 tornado once every 16 years. The potential extent of these impacts from these anticipated events are summarized above in Table 2.27. However, the exact extent depends on where a tornado may touch down and how long it lasts. Because tornadoes can occur anywhere within the county, all citizens, structures, and critical facilities are at risk and may be affected.

When compared to other Florida counties, the probability of a tornado in Leon County is low. Nevertheless, as population and development increases, the risk of property damage, injuries, and fatalities increases. Overall, the probability based on the historical record of a tornado affecting Leon County and the City of Tallahassee is **likely** as defined under Section 2.2.1 Risk.

### Vulnerability Summary

Because tornadoes often cross jurisdictional boundaries, all existing and future buildings, facilities and populations within Leon County and the City of Tallahassee are considered to be exposed to this hazard, and so could potentially be impacted. Residents living in manufactured housing, including single structures and clusters, are more vulnerable than those living in permanent structures. Mobile home clusters are identified in Figure 21.

Citizens in Leon County and the City of Tallahassee who work outside and transient populations are also particularly vulnerable to tornadoes. Tallahassee has two universities and a community college. There are approximately 65-70,000 students that attend one or more of these institutions. These students can be vulnerable to tornadoes if they are in areas of the campus where there is no shelter. High school and middle school students may also be vulnerable if they are outside during such an event.

People participating in leisure activities such as fishing, camping, boating, soccer and golf are vulnerable to tornadoes, as well as first responders, workers such as roofers or roofing, HVAC, or other

<sup>50</sup> [http://www.city-data.com/county/Leon\\_County-FL.html#ixzz3WH7FWob1](http://www.city-data.com/county/Leon_County-FL.html#ixzz3WH7FWob1).

<sup>51</sup> Ibid.

building contractors, and large masses of people attending various outdoor events such as music or other festivals, political rallies, or sporting events.

Other locations within Leon County and the City of Tallahassee with a heightened vulnerability to tornados include:

- All Leon County and City of Tallahassee parks, boat landings, golf courses, and greenways
- All open bodies of water in Leon County where boating is allowed
- All State of Florida wildlife management areas, forests, and parks in Leon County
- Outdoor recreational facilities (e.g., running tracks, stadiums, playing and sports fields) managed by the Leon County School Board, Florida State University, Florida Agricultural and Mechanical University, Tallahassee Community College, and charter and other private educational facilities
- Tops of parking decks, buildings (particularly in the downtown area), telecommunication towers, water towers, and other tall infrastructure.

Residents living or working in structures that have large, adjacent trees, or critical facilities or infrastructure such as power lines and traffic lights, or in densely residential and other developed areas, have increased vulnerability to the high winds, flying debris, and sudden changes in air pressure associated with tornados. These include many older residential subdivisions in Leon County and the City of Tallahassee.

#### Risk Assessment

Based on the historical record, the potential damage, and the size and breadth of the urban area of Tallahassee, tornado events are considered a **medium risk** to Leon County and the City of Tallahassee.

## 2.3.5 Lightning

### General Description and Location

Lightning is a sudden electrostatic discharge during an electric storm between electrically charged regions of a cloud, between clouds, or between a cloud and the ground. A lightning flash is referred to as a strike if it hits an object on the ground. Although lightning is always accompanied by the sound of thunder, distant lightning may be seen but may be too far away for the thunder to be heard.<sup>52</sup>

Lightning can strike up to 10 miles from a thunderstorm. If an individual can hear the rumble, a bolt is close enough to hit.

Lightning is associated with thunderstorms. Florida is commonly subject to strong weather systems as the result of sea breezes that move inland from the ocean and settle over the moisture-rich atmosphere of the peninsula and other coastal areas. These sea breezes are like weak cool fronts that push toward the hot land in the interior. The temperature differential creates the ideal conditions for thunderstorm development, and lightning. Thunderclouds and showers form along the boundaries and become stronger when the east-west sea breezes collide in the middle of the state. Lightning can occur anywhere within Leon County and the City of Tallahassee.

### Historical Occurrences

The NOAA National Climatic Data Center recorded 901,381 lightning flashes in Florida in 2012, and indicated that Florida averages about 1.4 million lightning strikes a year.<sup>53</sup>

Because of this prevalence of strikes, Florida tops the national list for lightning deaths with 471 deaths between 1959 and 2013.<sup>54</sup> According to the NOAA National Climatic Data Center, 52 fatalities from lightning were recorded in Florida between 2003 and 2012.<sup>55</sup> There are no recorded fatalities from lightning in Leon County.

Lightning strikes are recorded when they cause damage, including wild or structural fires. According to data maintained by the NOAA National Climatic Data Center, seven lightning strike events occurred in Leon County between 01/01/2010 and 12/31/2014 (See Technical Appendix L).<sup>56</sup> No injuries or fatalities were recorded as a result of these events, and all of these events caused varying amounts of property damage.

The Tallahassee Fire Department has recorded 75 structure fires resulting in nearly \$1.5 million of property damage caused by lightning strikes from 2004-2009.<sup>57</sup> There are six recorded wildfires of varying sizes that were started by lightning in the time period of July 2010 to late May of 2012.<sup>58</sup> On June 8, 2014, there were three structure fires created by lightning in the City of Tallahassee.<sup>59</sup>

<sup>52</sup> <http://en.wikipedia.org/wiki/Lightning>.

<sup>53</sup> NOAA National Climatic Data Center, <http://www.ncdc.noaa.gov/>.

<sup>54</sup> [http://articles.orlandosentinel.com/2013-07-05/news/os-lightning-deaths-florida-20130705\\_1\\_lightning-alley-lightning-deaths-john-jensenius](http://articles.orlandosentinel.com/2013-07-05/news/os-lightning-deaths-florida-20130705_1_lightning-alley-lightning-deaths-john-jensenius).

<sup>55</sup> NOAA National Climatic Data Center, <http://www.ncdc.noaa.gov/>.

<sup>56</sup> Ibid.

<sup>57</sup> Tallahassee Fire Department, 2009.

<sup>58</sup> Florida Department of Agriculture and Consumer Services, <http://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Wildland-Fire/Resources/Wildland-Fire-Daily-Report-for-Florida>.

<sup>59</sup> National Weather Service Weather Forecast Office, <[http://www.srh.noaa.gov/tae/?n=LSRTAE\\_060914](http://www.srh.noaa.gov/tae/?n=LSRTAE_060914)>.



The following figure indicates lightning fatalities by state from 1959 through 2013. Florida has the most fatalities. An additional six fatalities were recorded in Florida in 2014. This is twice that recorded in Wisconsin that year, but it does not change the relative 2013 ranking.

Figure 13: Lightning fatalities by state 1959-2013.<sup>60</sup>

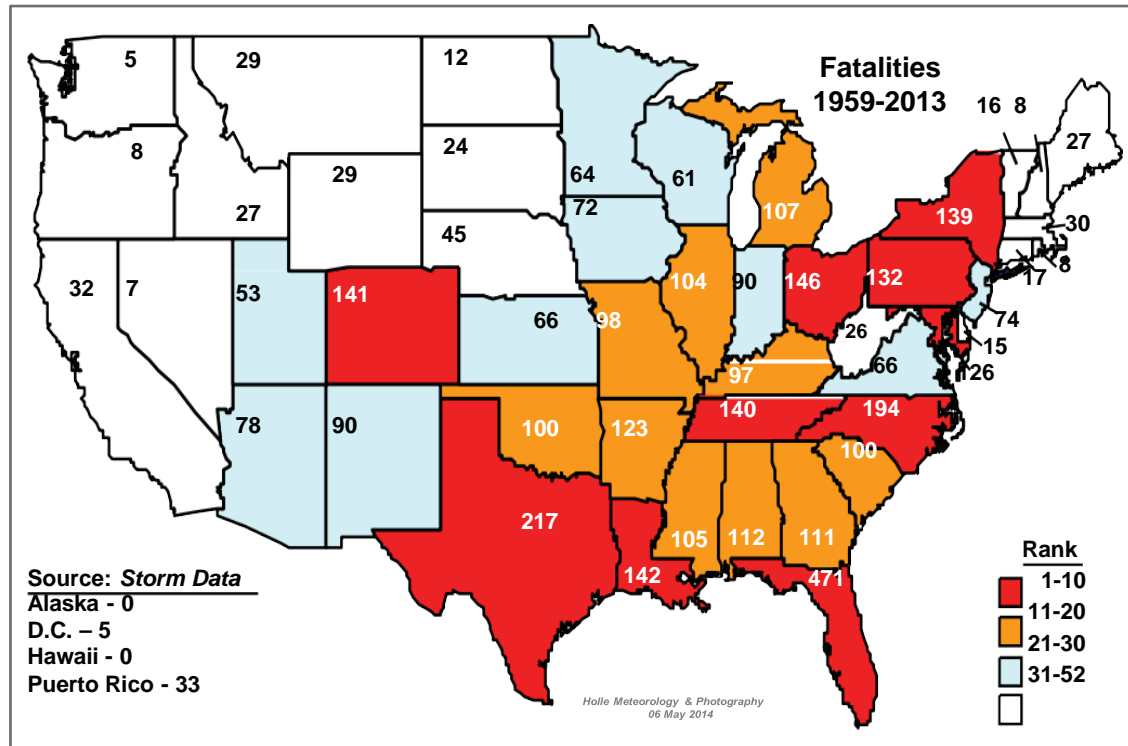


Figure 14 is a lightning flash density map of Leon County that indicates the annual average Cloud to Ground (CG) lightning flashes per square kilometer per year, a standard measure of total lightning activity.

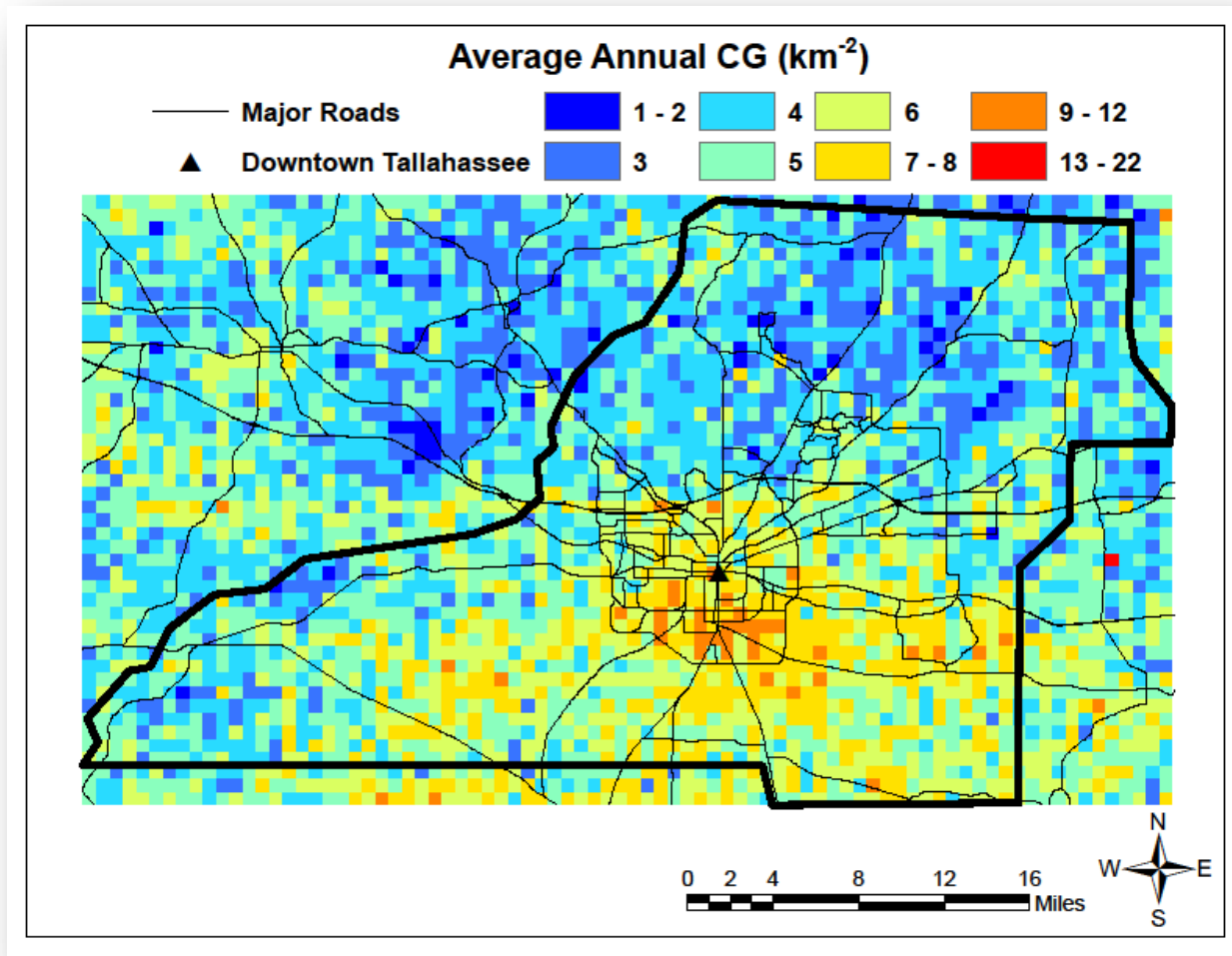
#### Estimated Impacts, Probability, and Extent

Lightning is a serious hazard, and can cause injuries and fatalities. On average, 73 people are killed each year by lightning in the U.S. Florida typically leads the nation in lightning deaths and injuries with an average of 9 deaths and 60 injuries directly due to lightning each year. Lightning fatalities are often associated with individuals who are outside for various reasons.

Lightning also causes forest and structure fires. Lightning can blow out electrical systems and other infrastructure, kill trees, and cause physical damage to structures.

<sup>60</sup> National Weather Service, <http://www.crh.noaa.gov/lx/?n=summerweathersafetyweek>.

Figure 14: Lightning Flash Density Map of Leon County, Florida.<sup>61</sup>

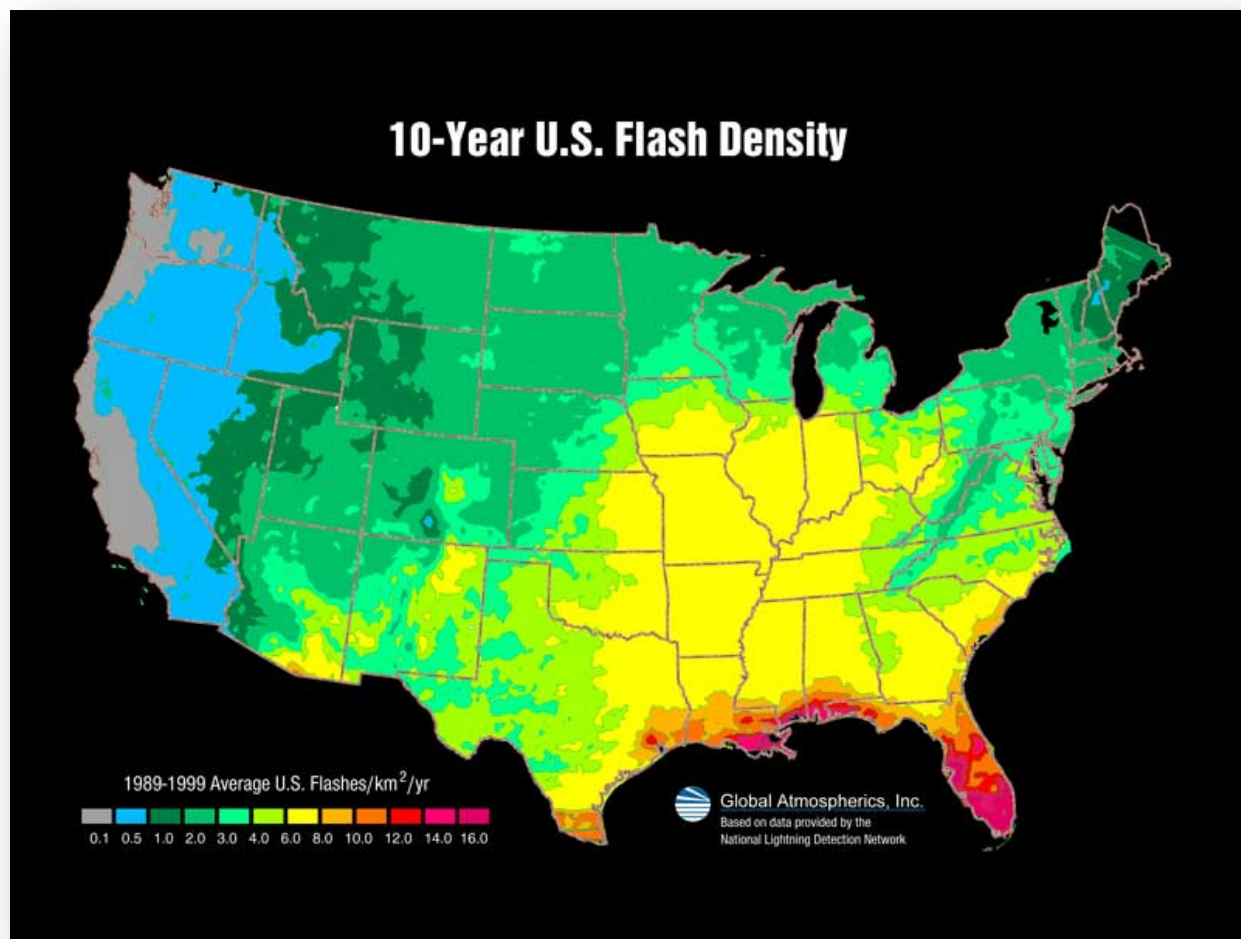


The average annual number of CG flashes ranges within the county from 1-2 to 9-12, depending on location. The southern portions of the urban area of Tallahassee, as well as several large areas south of the city, are more prone to lightning than other areas within the county.

The following figure indicates however that Leon County has a substantially lower flash density than coastal areas and the interior of Central Florida.

<sup>61</sup> Florida State University, Department of Meteorology.

Figure 15: 10-year U.S. Flash Density<sup>62</sup>



Lightning can occur anywhere in Leon County and the City of Tallahassee. Therefore, all citizens, structures, and critical facilities and systems can be potentially affected.<sup>63</sup> However, the vulnerability is heightened in certain locations as described below.

Based on the historical record of thunderstorms, which lightning is associated with, and the annual and 10-year flash densities previously indicated, the probability of lightning affecting Leon County and the City of Tallahassee is **highly likely** as defined under Section 2.2.1 Risk. The expected or anticipated number of lightning events (CG strikes) per year would be up to 12, depending on location within the County as indicated by Figure 15. These events would be associated with severe and other thunderstorms at least four times per year, as indicated in section 2.3.2 of this document.

<sup>62</sup> American Red Cross, Capital Area Chapter Blog (2011), <https://cacarc.wordpress.com/2011/06/20/2011-national-lightning-safety-awareness-week-facts-about-lightning/>.

<sup>63</sup> Tallahassee Fire Department.

## Vulnerability Summary

Figure 14 indicates that the southern half of the urban area of Tallahassee receives more CG strikes on average than the northern half. All structures in this area have increased vulnerability to lightning strikes, as well as residents and visitors that are not in automobiles or structures.

Since 2006, 64 percent of lightning deaths nationwide (238) occurred when people were participating in leisure activities such as fishing, camping, boating, soccer and golf. First responders are also vulnerable to lightning, as well as workers such as roofers or roofing, HVAC, or other building contractors. Large masses of people attending various outdoor events such as music or other festivals, or baseball or football games, can also be vulnerable to lightning. Areas within Leon County and the City of Tallahassee anticipated to be vulnerable to lightning strikes would include:

- All Leon County and City of Tallahassee parks, boat landings, golf courses, and greenways
- All open bodies of water in Leon County where boating is allowed
- All State of Florida wildlife management areas, forests, and parks in Leon County
- Outdoor recreational facilities (e.g., running tracks, stadiums, playing and sports fields) managed by the Leon County School Board, Florida State University, Florida Agricultural and Mechanical University, Tallahassee Community College, and charter and other private educational facilities
- Tops of parking decks, buildings (particularly in the downtown area), telecommunication towers, water towers, and other tall infrastructure.

Residents within these areas, including events where significant numbers of citizens are gathered for festivals, sporting events, political rallies, and other events, are particularly vulnerable to lightning strikes. Structures, infrastructure, and large trees lacking lightning mitigation features such as grounded lightning rods are also vulnerable to lightning strikes.

Citizens in Leon County and the City of Tallahassee who work outside and transient populations are also particularly vulnerable to lightning strikes. Tallahassee has two universities and a community college. There are approximately 65-70,000 students that attend one or more of these institutions. These students can be vulnerable to lightning strikes if they are in areas of the campus where there is no shelter. High school and middle school students may also be vulnerable if they are outside during such an event.

Vulnerability to lightning is also seasonal in nature. The summer months in Leon County and the City of Tallahassee (June through August) accounts for 73% of all lightning related fires from 2004-2009, with August being the peak month.<sup>64</sup>

## Risk Assessment

Lightning is considered a **medium risk** to the residents and structures within Leon County.

<sup>64</sup> Ibid.

## 2.3.5 Drought

### General Description and Location

Drought is a part of the local climate, just like hurricanes, thunderstorms, wildfires, and tornados. Unlike the other hazards that affect the state, droughts can impact large areas and last for months, even years. Drought can affect water supplies, agriculture, and fire danger levels and is measured on the basis of the severity of these impacts.<sup>65</sup>

Drought is typically defined as a prolonged period when there is a precipitation deficit from normal values. There are several indexes that are used to characterize and measure droughts, but the most used index is the Palmer Drought Severity Index (PDSI), devised in 1965. The PDSI was the first drought indicator to assess moisture status comprehensively. It uses temperature and precipitation data to calculate water supply and demand, incorporates soil moisture, and is considered most effective for non-irrigated cropland. It primarily reflects long-term drought and has been used extensively to initiate drought relief. The PDSI uses a zero as normal, and drought is shown in terms of negative numbers. For example, negative 2 is moderate drought, negative 3 is severe drought, and negative 4 is extreme drought.

A normally recurrent feature of climate, drought is a relative, rather than absolute, condition that varies by region. Each drought differs in intensity, duration, and spatial extent.<sup>66</sup> Drought is monitored through the U.S. Drought Monitor program, a partnership between the National Drought Mitigation Center at the University of Nebraska-Lincoln, the United States Department of Agriculture, and the National Oceanic and Atmospheric Administration.

Drought can also dramatically affect local natural lake levels. As the water table responds to the lack of rain by a decrease in the level of the potentiometric surface of the Floridan aquifer underlying Leon County, many lakes that have karst (sinkhole) connections to the aquifer respond by draining into the aquifer and therefore drying out. This is a natural process that has been going on for millennia, but it can interfere with traditional uses of these lakes, and it can increase fire danger through the many terrestrial plants that move into the dry lake beds over time. Drought also affects timber productivity in Leon County, and can increase fire danger in upland areas as well.

The whole or portions of Leon County and the City of Tallahassee are vulnerable to drought. Because drought is a regional phenomenon, it can affect areas larger than a single county or municipality.

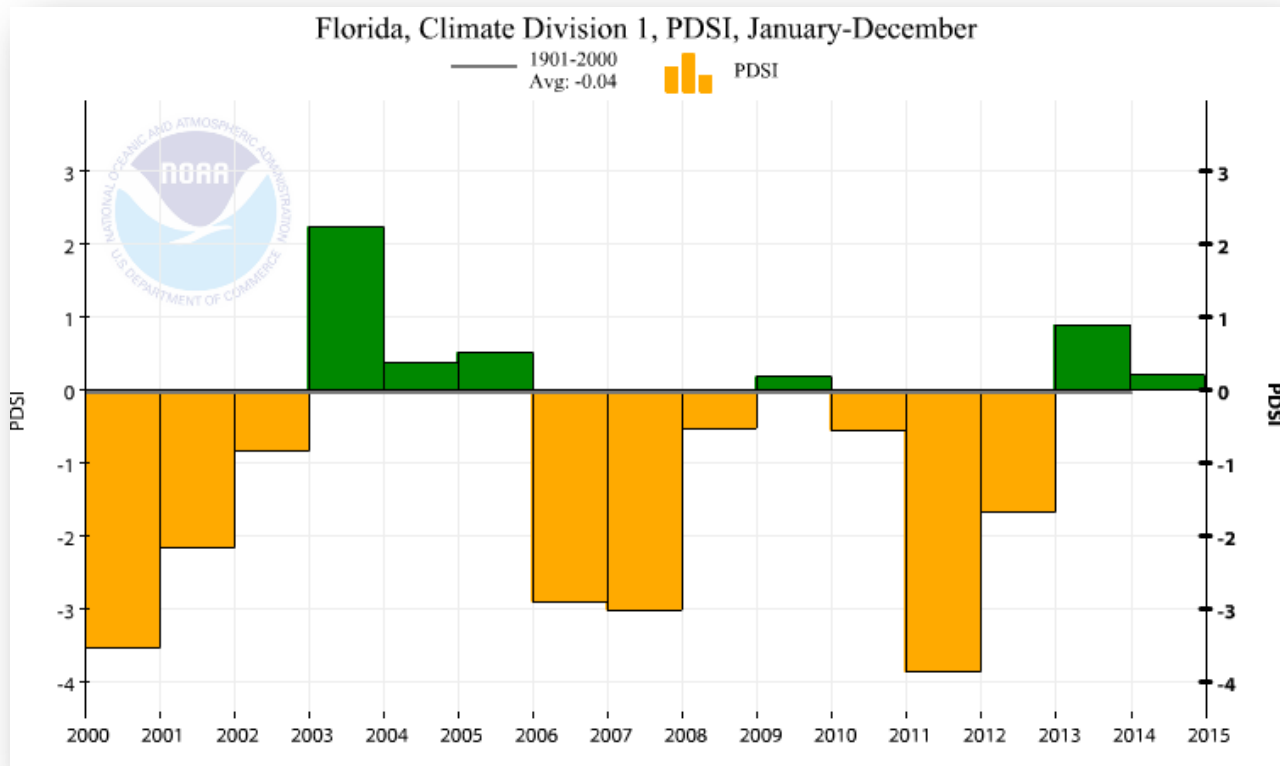
<sup>65</sup> Ibid..

<sup>66</sup> *How to Reduce Drought Risk*, Western Drought Coordination Council (1998).  
<http://www.drought.unl.edu/plan/handbook/risk.pdf>.

## Historical Occurrences

The following figure indicates the PDSI for Leon County from 2000-2015.

Figure 16: Florida Drought Map for February 24, 2015.<sup>67</sup>



This figure indicates that there were three periods of drought in the last 15 years, and that Leon County's last severe drought period occurred from 2010 to 2013. These drought periods brought about the disappearance of Lake Jackson and dried out much of Lakes Miccosukee, Lafayette, and Iamonia.

## Estimated Impacts, Probability, and Extent

Droughts are periodic events that impact Leon County and the City of Tallahassee. They can impact large areas and last for months, even years. An examination of weather records since 1900 reveals that in every decade there has been at least one severe and widespread drought somewhere within Florida.

Drought events can impact individual drinking water wells, surface water bodies and water courses, increase the risk of fire danger, contribute to sinkhole development, impede farm productivity, and strain municipal or regional water supplies. For instance, during the period of May through June of 2000, over three hundred (300) water wells either went dry, or had to be deepened. The Northwest Florida Water Management District issued Water Shortage Warnings during two periods of drought conditions in 2000 and 2007. The Water Shortage Warning provides for voluntary water conservation actions, during which all users are encouraged to reduce water use and to conserve water to the

<sup>67</sup> National Climatic Data Center, < <http://www.ncdc.noaa.gov/cag/>>.

maximum extent possible. However, no water supply shortages were been reported during either period.

According to the City of Tallahassee Water Utilities Division, the area has never had significant problems meeting its water needs, even during extended dry periods. The county's source of potable water, the Floridan Aquifer, provides an abundant supply to buffer the effects of a drought. For example, 1998 was an unusually dry year that produced a record single day peak withdrawal of 59 million gallons (previous peak was 45 million). The average daily withdrawal for 1998 was over 30 million gallons per day (MGD). The normal average is closer to 24-25 MGD. However, this increased use presented no pressure problems on the water distribution system and required no conservation measures.

A drought with a PDSI of -3 can occur every three to four years in Leon County and the City of Tallahassee, based on the last 15 years' data. Overall, the probability based on the historical record of a drought affecting Leon County and the City of Tallahassee is **likely** as defined under Section 2.2.1 Risk.

### Vulnerability Summary

Leon County and the City of Tallahassee have limited vulnerability to the negative effects of drought. Although drought can exacerbate demand for potable water, the City of Tallahassee's water needs account for less than seven (7) percent of the water available for local withdrawal in the Floridan Aquifer. It should be noted that Leon County has not experienced extended drought conditions in excess of several months. However, the City believes that extended droughts would still not pose serious problems to critical needs (potable water, firefighting, etc.), although irrigation restrictions might be required.

Although public supplies tend to be drawn from much deeper wells that are not normally affected by drought conditions, drought can dry up surficial and other shallow water wells. Therefore, residents who depend upon private water wells are vulnerable to drought, as well as those who live in areas where wildfires are a hazard in dry conditions.

### Risk Assessment

An assessment of potential dollar costs was not performed due to the fact that droughts are not expected to damage existing or future structures or critical facilities. Although agricultural production is limited in Leon County and therefore monetary damages incurred during a drought are expected to be minimal, drought is nevertheless ranked as a **medium risk** to the residents of Leon County based on the impacts an extended drought can have on wildfire and potable water supplies.

## 2.3.6 Flooding

### General Description and Location

A flood is an overflow of water that submerges land which is usually dry.<sup>68</sup> Flooding can occur in either floodplains (low-lying lands around rivers and streams, lakes, and wetlands), or in other low-lying, poorly drained areas. Flooding affects portions of Leon County and the City of Tallahassee.

The Federal Emergency Management Agency (FEMA) estimates about 14.25 million acres, or 41 percent, of Florida is prone to flooding, which is the highest percentage of all 50 states. Heavy rainfall can be described locally as one or more inch per hour. Short, intense episodes can induce flooding as well as less-intense, longer-duration events.

Flooding in Florida typically is caused by heavy or prolonged rainfall from tropical storms and hurricanes. The annual rainfall in Tallahassee is approximately 62 inches/year, but this rainfall tends to be seasonal and episodic.

Leon County and the City of Tallahassee have experienced significant growth in the last several decades. Changing land uses have accompanied this growth and development, changing the natural topography and increasing the amount of impervious surfaces. The dynamics of land use within this growth context can serve to exacerbate flooding problems. As upland areas are developed, the natural detention capacity of the land diminishes, resulting in increased runoff rates and flow volumes. Flood problems can arise as conveyance capacities are exceeded and/or the sheer quantity of runoff overwhelms the system's ability to absorb additional stormwater before properties and roadways become impacted.

Flooding affects areas in both Leon County and the City of Tallahassee. Many areas around streams, rivers, lakes, and wetlands are susceptible to flooding. Closed basins occur throughout Leon County and play a large role in area flooding. Homes and other structures in many of the closed basins are built below the level where water can "pop-off" into another basin, making them more at risk for flooding.

In urban areas, stormwater systems can become overtaxed or blocked with debris, leaving no space for excess water to enter the system. When the stormwater is unable to enter the stormwater system, it can cause localized flooding, standing water, block roadways, or cause sheetflow or overland flow.

### Historical Occurrences

Leon County and the City of Tallahassee have experienced numerous significant rainfall events in the last 55 years, with at least one or more annual rainfall amounts ranging between 5 to 9 inches. The most severe rainfall events listed in Table 2.26 above have caused localized flooding, but other events since then have caused nuisance and/or hazard/damage flooding in areas of the county.

Localized flooding can occur from hurricanes, tropical storms, and severe thunderstorms that affect Leon County and the City of Tallahassee. Severe thunderstorms can occur both in the summer and the winter. Rainfall in Alabama and Georgia can also cause significant flooding problems in North Florida as experienced during tropical storms Alberto and Beryl in 1994. Tropical storms Helene (September 22, 2000), Allison (June 11-12, 2001), and Barry (August 5-6, 2001), and the infamous No Name Storm (March 2, 2002) in particular caused flooding that resulted in widespread structural damage.

<sup>68</sup> <http://en.wikipedia.org/wiki/Flood>.



Within Leon County, T.S. Fay was a 100-year flood event that produced sewer main breaks, damaged roadways, down trees, power lines, and necessitated water rescues and evacuations. An average of 15-17 inches of rain (21 inches in some areas) fell within a 72-hour period beginning on August 21, 2008. The heavy rains lasted two days and warranted the County's Leon County Emergency Operations Center (EOC) to remain active for 21 days until September 11, 2008. The Ochlockonee River, which forms the western boundary of Leon County, also rose 12 feet above flood stage on August 24.<sup>69</sup>

Estimated impacts to the City of Tallahassee from T.S. Fay included approximately \$30 million in damages and response efforts. Flooding from T.S. Fay caused several breaks in the City's sewer system, discharging millions of gallons of raw sewage. Additionally, several sewer lift stations were inundated with flood water allowing raw sewage to discharge into flood waters. The lift station that serves the Timberlane subdivision was submerged during T.S. Fay, resulting in severe flooding and isolation due to the single access roadway being flooded. Countywide, T.F. Fay affected 600 homes.

The most recent storm event that caused flooding in many areas of Leon County and the City of Tallahassee occurred on April 30, 2014. A state of emergency was declared by the Governor for 26 counties, including Leon County.

#### Estimated Impacts, Probability, and Extent

Local flooding can vary widely based on variables such as soil composition, saturation, and slope; depth to aquifer; land use; location, type, size, and elevation of structures; depth, width, and peak discharge of floodways; presence of vegetation; size and type of watershed; and extent of impervious area within a watershed. Other variables include the length of a rain event, the amount of rainfall, and the frequency between storms. Maps 20 and 21 indicate Zone AE depth to flooding; these maps indicate the computed elevation to which floodwater is anticipated to rise during the base flood (0.1' to 25', depending on location).

The extent of local flooding and its probable and actual impacts varies widely and is dependent upon the location of property or structure within identified floodprone areas, special flood hazard areas, and other areas prone to flood hazards or damage from flooding. The City has classified and mapped areas subject to flooding from storms either as "nuisance" or "hazard/damage" flooding. If a property is in a special flood hazard area (SFHA), the odds are that it will be damaged by flooding. Structures located in floodprone areas are more prone to being flooded than those that are not. Subdivisions, apartment complexes, and other residential areas that were built prior to existing County and City stormwater management regulations are more prone to flooding. These subdivisions included older areas within the City, and a few older subdivisions in the unincorporated area.

Both the County and the City have compiled information on known flood problem areas from field reports and damage assessments. The most floodprone area in the southern portion of the County is the Oak Ridge Road/Liberty Ridge area, which is the terminus of the Munson Slough drainage basin. The City has identified nuisance and hazard/damage flooding areas throughout the incorporated area.

<sup>69</sup> The flood stage at the Highway 27 bridge on the county line near Havana is 25'.

### *Floodplain Development*

The 100-year flood event, which has a one percent chance of occurring in any given year, is used as the base flood for the purpose of flood mitigation planning. As indicated by Table 2.29, there are 10,597 parcels within the boundaries of the 100-year floodplain in Leon County as of 2014 (including both incorporated and unincorporated areas) as designated by the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRM). These parcels account for over \$6 billion worth of property and structures with the potential for damage in the event of a 100-year flood. Many waterbodies in Leon County have also been mapped in a special flood hazard area. Participation in the National Flood Insurance Program (NFIP) affords some protection for these properties. As of January 31, 2009, 3,832 NFIP policies had been issued in Leon County.

Table 2.29: Parcels within Leon County and the City of Tallahassee in the 100-Year Floodplain, 2014.<sup>70</sup>

<b>Land Use</b>	<b>Number of Parcels</b>
Government Operation	7
Hotel/Motel	1
Medical	4
Multi-Family	103
Office	75
Religious/Non-profit	29
Retail	117
Schools	16
Single Family Attached	531
Single Family Detached/Mobile Home	3602
Transportation/Communications/Utilities	25
Two-Family Dwelling	61
Vacant	59
Warehouse	59
<b>Total</b>	<b>4,729</b>

### *Drainage Basins*

The area within the City of Tallahassee municipal boundary drains into four major basins: Lake Jackson, Fred George, Lake Lafayette, and Lake Munson. These basins account for nearly 30 percent of the county's total land area.

The Lake Jackson Basin (27,450 acres) is located in the northwest region, and is adjacent to the Ochlockonee River floodplain, an area of little development. The Basin includes Lake Jackson, Lake Carr, Mallard, and Holley Pond. The Lake Jackson Basin includes areas of intense development, such as the North Monroe commercial corridor and the Market Square – Timberlane district, that contribute to localized flooding along tributaries draining to the lake. The lake has several direct connections to the underlying aquifer.

Fred George Basin (2,816 acres) is located directly south of the Lake Jackson Basin and is the smallest of the four major basins. The uplands in the northern and eastern portions have undergone some

<sup>70</sup> Tallahassee-Leon County Planning Department, Existing Land Use Database, 2013.

residential development, and include a portion of the northern suburbs of the City. A large portion of the low-lying areas is susceptible to flooding, with 15 percent of the total basin area comprised of wetlands, lakes, or floodplains. Sandy, well-drained soils characterize the basin, and are typically located on nearly level to slightly sloping grades. Fred George sink forms a direct conduit to the upper limestone formations of the Floridan Aquifer.

The Lake Lafayette Basin (53,124 acres) is located in northern Leon County and includes the entire northeastern quadrant of the City. A significant portion of this large basin has undergone extensive urban development in recent years, particularly the area between Centerville and Thomasville Roads. Other areas of the basin remain sparsely populated but are undergoing rapid change. Several major developments have been constructed, including Piney-Z Plantation and Fallschase. Much of the area surrounding Lake Lafayette is wet, and contains many ponds, lakes, and other water storage areas.

The Lake Munson Basin (44,514 acres) is located in southern Leon County, and with its three major tributaries (East, Central, and West Ditches), drains nearly 70 percent of the City. These three ditches have all been dug in hard clay, with no confining levees, and until relatively recently, have been mostly unimproved. The East Ditch runs along the south edge of the City, and generally parallels Orange Avenue. The Central Ditch runs through the middle of the City, beginning near Leon High School. Central Ditch flows under Franklin Boulevard to Cascade Park, and then proceeds along Canal Street, and eventually to Springhill Road. The West Ditch runs along the west edge of the City, behind Tallahassee Community College and through the Dale Mabry subdivision.

All three tributaries drain into Munson Slough, south of Tallahassee. Munson Slough and its tributaries are typified by a considerable number of lakes, swamps, and ponds connected by short reaches of streams. The lower part of Munson Slough has little slope and terminates in a system of sinkholes near Wakulla County. Much of this basin is highly urbanized, with the exception of the vicinity of Munson Slough, and includes high-density land uses with extensive impervious surfaces.

#### *Flood Problems Identified within the City and County Stormwater Management Plans*

In May of 1995, the Leon County Stormwater Master Plan (LCSWMP) was completed to address the remaining 18 major basins. The updated list of flood problem areas identified in the LCSWMP is displayed in Table 2.30. This list is current through 2015.

Table 2.30. Flood Problem Areas as Identified in the LCSWMP, 2009.

Basin	Location
St. Marks River	Capitola and Chaires Communities
	Capitola Road
	Baum Road
	Benjamin Chaires Road
	Tram Road
	Old Plank Road
	Natural Bridge Road
	Regiment Loop
	Louvinia Creek Tributaries
	Chicken Branch
Ochlockonee River	Fairbanks Ferry Road and Court
	Meridian Road at double bridges
	Orchard Pond outfall
	Autumn Woods
	Stoneler Road
	Houston Road
	Crooked Road
	Polk Creek Tributaries
	Harvey Creek Tributaries
Lake Iamonia	Waterfront Drive
	County Road 12
	Beth Page Road
	Luna Plantation
	Killearn Lakes Plantation
Black Creek	Wadesboro Road
	Capitola Road
	Robinson Farms Road
	Jefferson Road
	Farms Road
Patty Sink Drain	Sportsmans Paradise
	Miccosukee Road
	Veterans Memorial Drive
	Jefferson Road
	Old Magnolia Road
Closed Basins	Lafayette Oaks
	Timberlake
	Fred George Sink: Wood Hill, Sherborne
	Woodville Township
	Copeland Sink
	Patty Sink
	Lake Amelia Davis/Forest Lake Estates
	Maylor Closed Basin
	Old Bainbridge Rd at Homewood Drive
	Madam Mary Closed Basin
	Balkin Road Closed Basin/Cascade MHP
Apalachicola National Forest	L L Wallace Road

### *Other Flood Problem Areas*

In previous updates of the Tallahassee-Leon County LMS, two tables identifying flood-prone areas throughout Leon County were included in this section. A table (not included here) describing *Properties with Reported Flood Problems* was derived from flood impact data was collected by the Capital Area Chapter of the Red Cross and Leon County Department of Public Works personnel as part of the damage assessment process following Tropical Storm Beryl (August 16, 1994) and Tropical Depression #10 (October 10, 1994). Over 340 properties were reported as having varying degrees of flooding, with some structures suffering major damage while other parcels experienced only nuisance flooding (i.e. access road flooded but no structural damage).

The City of Tallahassee also provided information on 37 flood problem areas that were identified for potential funding by the Sales Tax Task Force Team in 1998. This table included flood and erosion control projects covering 25 streets and 12 larger floodprone areas, such as creeks, ponds and drainage areas. Many of these projects have been completed, including the Franklin Avenue project and the Capital Cascade project.

On November 27, 2001 the Board of County Commissioners amended the LMS to incorporate by reference the "October 2001 Leon County Flooded Structures Inventory," which includes all of the records provided by County and City stormwater departments and the Red Cross following the major storm events of 2000 and 2001 (i.e., Tropical Storms Helene, Allison and Barry). The Inventory had a total of 881 properties with documented flooding histories and takes the place of the two previously discussed tables. Based on actions taken by the County and City to acquire flooded structures and properties, as well as other projects alleviating flooding issues, this list is no longer accurate, and has therefore been removed from this update. Both the City and the County departments responsible for addressing these issues maintain lists of flooded structures and properties, but these lists are for internal use only. The County's list is maintained by the Department of Public Works, and the City's list is maintained by the Division of Water Resources Engineering within the City's Department of Underground Utilities.

### *FEMA Flood Insurance Rate Map (FIRM) Zones*

Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area. Table 2.31 below describes each FEMA FIRM zone. Possible flood hazards have been determined for all areas within Leon County, depicted in the following figure.

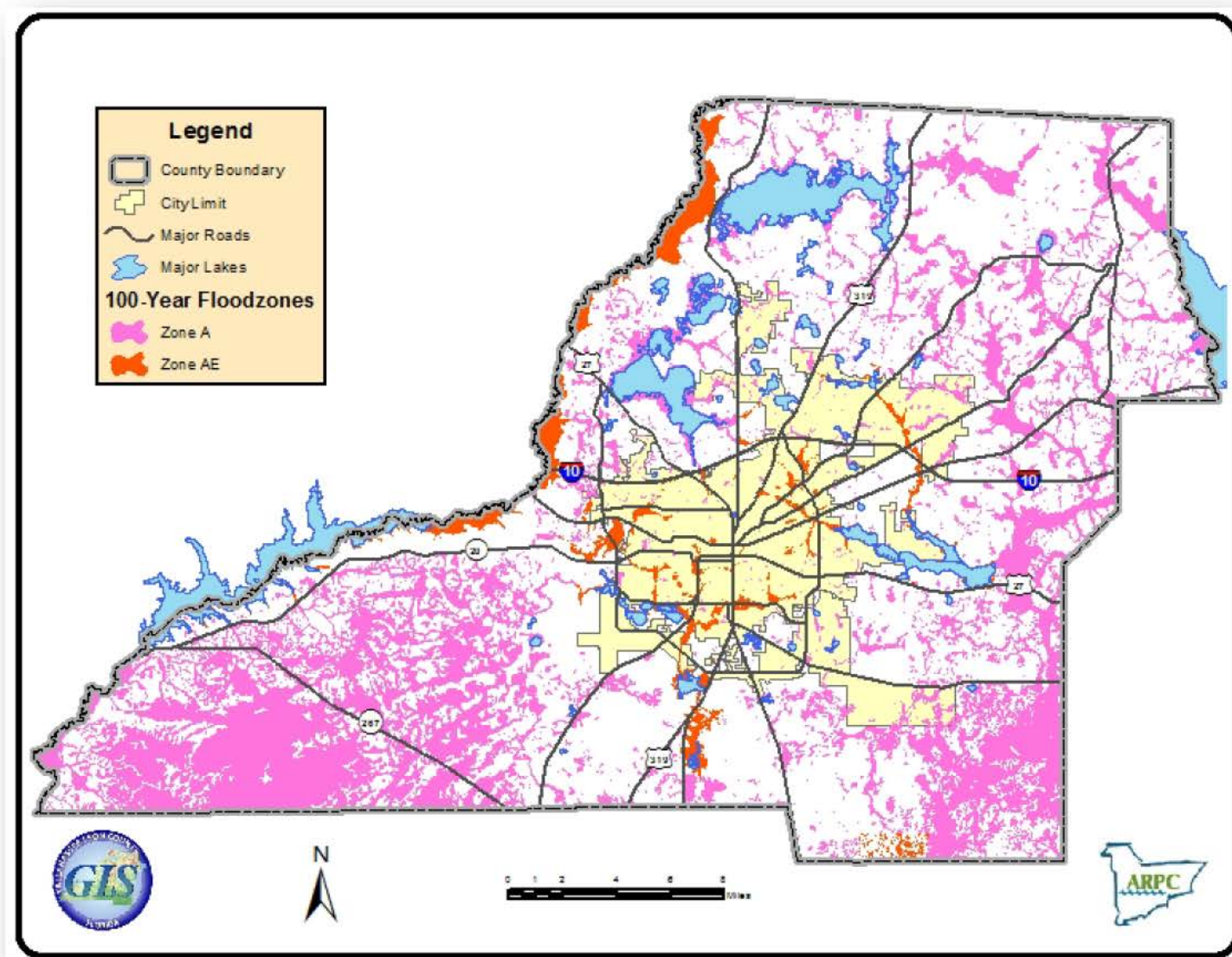
Table 2.31. Description of FEMA FIRM Zones.<sup>71</sup>

<b>FIRM Zone</b>	<b>Explanation</b>
<b>A</b>	An area inundated by 100 year flooding, for which no Base Flood Elevations have been established
<b>AE</b>	An area inundated by 100-year flooding, for which Base Flood Elevations (BFE) have been determined.
<b>AH</b>	An area inundated by 100-year flooding (usually an area of ponding), for which BFEs have been determined; flood depths range from 1 to 3 feet.
<b>ANI</b>	Area Not Included: An area that is located within a community or county that is not mapped on any published FIRM.
<b>AO</b>	An area inundated by 100-year flooding (usually sheet flow on sloping terrain), for which average depths have been determined; flood depths range from 1 to 3 feet.
<b>D</b>	An area of undetermined but possible flood hazards.
<b>IN</b>	Area in Special Flood Hazard Area (SFHA): This is an area inundated by 100-year flooding for which BFEs or velocity may have been determined. No distinctions are made between the different flood hazard zones that may be included within the SFHA
<b>UNDES</b>	Area of Undesignated Flood Hazard: A body of open water, such as a pond, lake ocean, etc., located within a community's jurisdictional limits that has no defined flood hazard.
<b>V</b>	An area inundated by 100-year flooding with velocity hazard (wave action); no BFEs have been determined.
<b>VE</b>	An area inundated by 100-year flooding with velocity hazard (wave action); BFEs have been determined.
<b>X</b>	An area that is determined to be outside the 100- and 500-year floodplains
<b>X500</b>	An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding.
<b>100IC</b>	Discharge Contained in Channel: An area where the 100-year flooding is contained within the channel banks and the channel is too narrow to show to scale. An arbitrary channel width of 3 meters is shown.

The 100-year flood event, which has a one percent chance of occurring in any given year, is used as the base flood for the purpose of flood mitigation planning. The boundaries of the 100-year floodplain as designated by the FEMA Flood Insurance Rate Maps (FIRM) are indicated in the following maps. These FIRM data are current.

<sup>71</sup> FEMA.

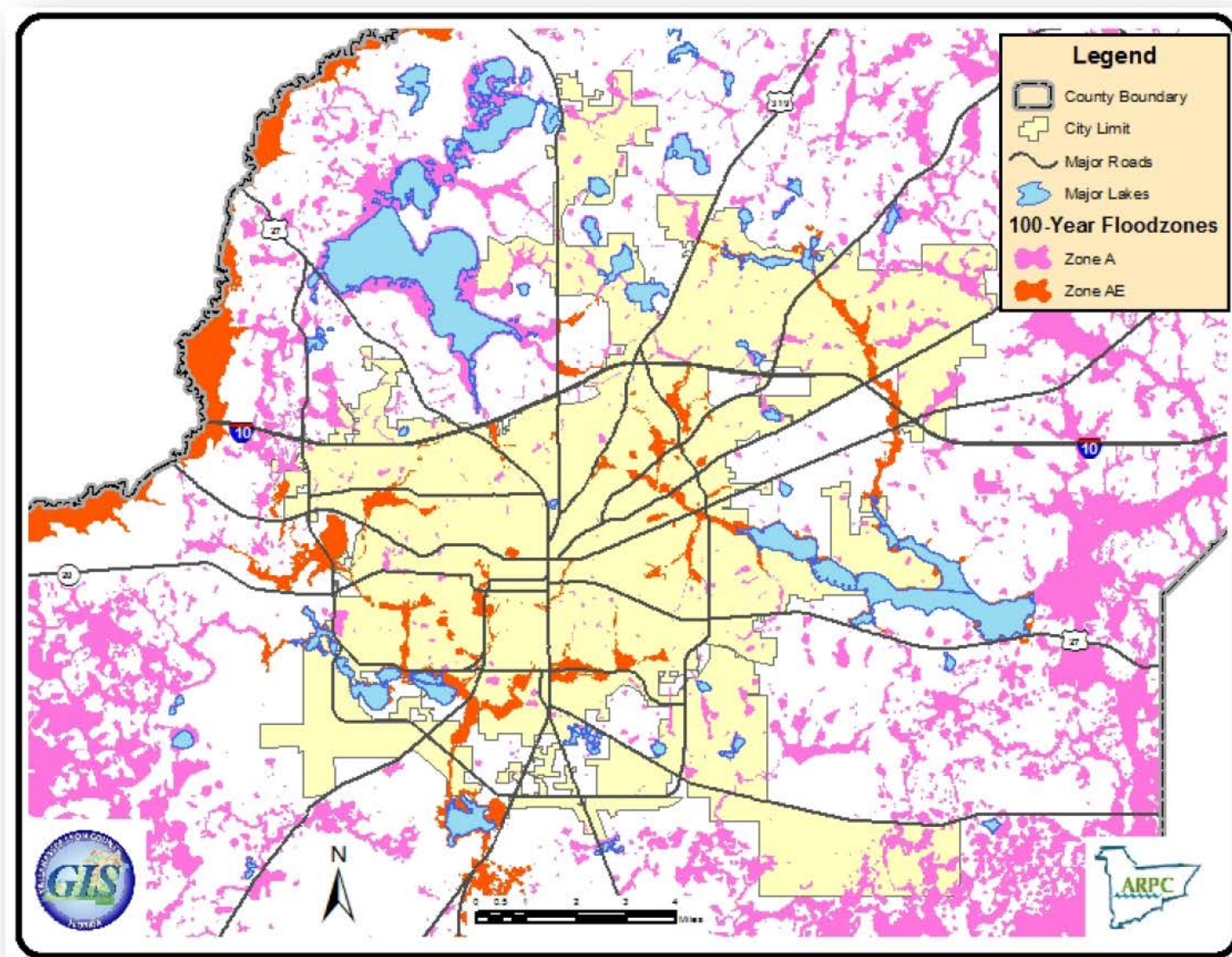
Figure 17: 100-Year Flood Plain in Leon County, Florida.<sup>72</sup>



<sup>72</sup> Tallahassee-Leon County Geographic Information Systems.



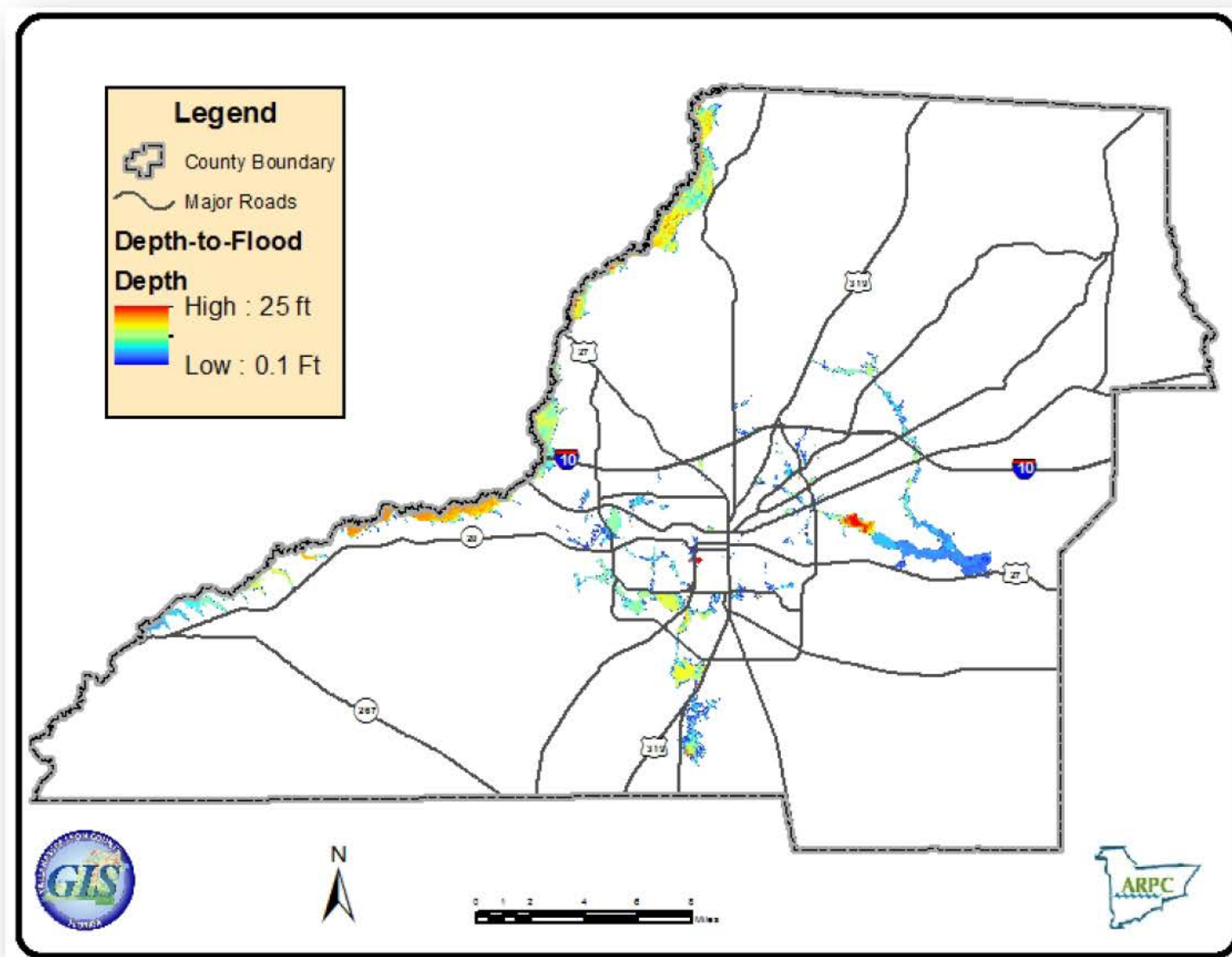
Figure 18: 100-Year Floodplain in the City of Tallahassee, Florida.<sup>73</sup>



<sup>73</sup> Ibid.

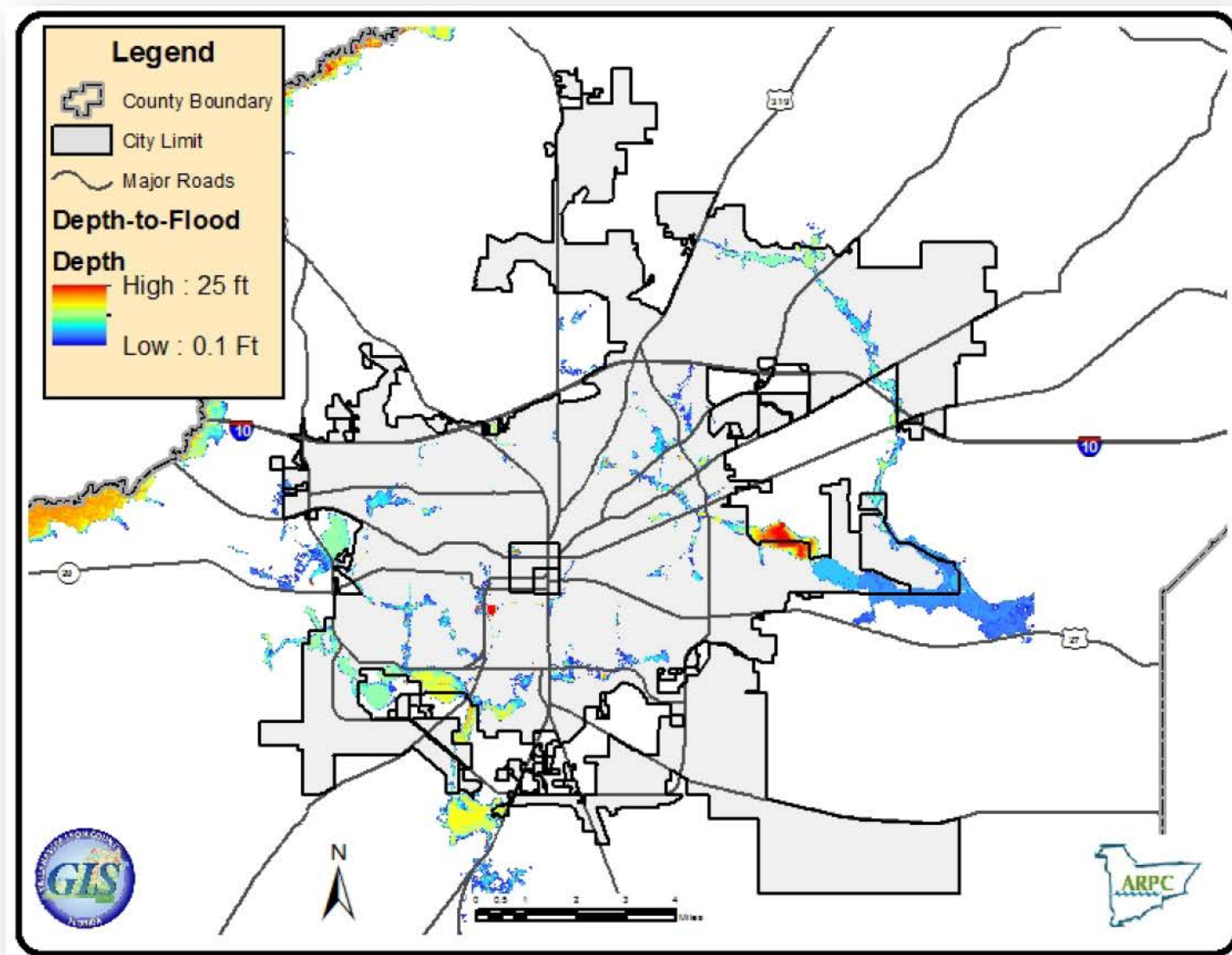


Figure 19: Zone AE Depth-to-Flood in Leon County, Florida.<sup>74</sup>



<sup>74</sup> Ibid.

Figure 20: Zone AE Depth-to-Flood in the City of Tallahassee, Florida.<sup>75</sup>



<sup>75</sup> Ibid.

These maps note a distinction between Zones A and AE in the 100-year floodplain. For those areas categorized as Zone AE, engineering data exists that was used to calculate the Base Flood Elevation. This data is necessary for the HAZUS-MH 2.0 model to calculate potential economic loss and this process was described in section IIA2c above. Figures 19 and 20 indicate the depth of flooding for Zone AE.

### Flood Mitigation Policies and Programs

#### *Institutional Responses to Flooding*

The Tallahassee – Leon County Comprehensive Plan has a number of policies that address development within floodprone areas and floodplains. Both Leon County and the City of Tallahassee have adopted and continue to enforce minimum floodplain management policies and regulations that helps mitigate the effects of flooding on new and improved structures. These include:

**Policy 1.4.6: [L] (Effective 7/16/90; Revision Effective 4/10/09)**

By 2014, land development regulations will include standards for the regulation of future land use categories, subdivision, signage, and areas subject to seasonal or periodic flooding and areas of known hazards. Regulations concerning areas subject to seasonal or periodic flooding shall be consistent with all applicable state and federal regulations.

**Policy 2.1.2: [L] (Effective 7/16/90)**

Prohibit residential development where physical constraints or hazards exist, or require the density and design to be adjusted accordingly. Such constraints or hazards include but are not limited to flood, storm or slope hazards and unstable soil or geologic conditions.

Local land development codes developed to implement these policies address stormwater runoff rates (not volume) in open basins (those that drain eventually to the sea), and runoff rates and volume in closed basins (those that do not drain eventually to the sea). These codes prohibit post-development discharge rates from exceeding predevelopment conditions for storms with recurrence frequencies up to a 25-year event, with variations in selected geographic areas and drainage basins.

Both Leon County and the City of Tallahassee currently have advanced stormwater management regulations, and programs. Both jurisdictions charge a monthly stormwater fee for property owners, the proceeds of which help fund stormwater management capital improvements and maintenance programs. The local extra penny sales tax also funds a significant amount of public stormwater infrastructure. Several of the most recent and notable improvement projects in the urban area include (not in order of importance or significance):

1. Cascade Park Stormwater Facility Project (Blueprint 2000)
2. Franklin Avenue Road Reconstruction Project (Blueprint 2000)
3. Shamrock North at Edenderry & Bay Shore Stormwater Improvements Project (COT)
4. Stonehouse Road Project (COT)
5. Killarney Way at Shamrock Stormwater Improvements Project (COT)
6. Think About Personal Pollution (TAPP) campaign (COT)
7. FSU-COT Regional Stormwater Facility Project (COT)
8. Betton-Cline-Chamberlain Stormwater Facility Project (COT)
9. Carter-Howell-Strong Park Stormwater Facility Project (COT)
10. Upper Lake Lafayette Nutrient Reduction Facility (COT)
11. Hilaman Outfall Ditch Project (COT)
12. Lake Jackson Dredging (LC and NFWFMD)
13. Lake Munson Drawdown and Dam Replacement (LC)
14. Orange Avenue Construction Project (LC)
15. Raymond Tucker, Golden Pheasant & Windwood Hills Drainage Project (LC)

In 1993, a combined City of Tallahassee-Leon County Stormwater Management Plan was developed to manage water quality problems and flood protection needs in the Lake Munson, Lake Jackson, Lake Lafayette, and Fred George basins. These four basins encompass all lands within the City, in addition to a significant portion of the unincorporated area.

This joint stormwater plan has been replaced by jurisdiction-specific plans and program. The City of Tallahassee Stormwater Management program is funded by a stormwater utility fee with nearly 86,000 residential accounts and over 8,500 non-residential accounts. The stormwater utility generates approximately \$15.9 million per year, and employs over 95 positions including scientists, biologists, engineers, planners, administrators and maintenance personnel. The City's stormwater program provides a number functions including:

- Stormwater Planning and Administration Capital Improvements
- Pollution Reduction Floodplain Management
- Infrastructure Maintenance
- Lakes Monitoring
- Street Sweeping Regulatory Compliance
- National Pollution Discharge Elimination System (NPDES)

The Planning and Administration program oversees regulatory compliance, floodplain management, the Stormwater On-site Mitigation Loans (Loan Program) and lakes monitoring. The SW Pollution Reduction Program (SPRP) is responsible for public education and coordinating with DEP on IWR/TMDL/BMAP development and implementation. The City's stormwater infrastructure maintenance program is responsible for approximately 33,000 drainage structures, over 420 stormwater ponds, 60 miles of major drainage ditches, 370 miles of roadside ditches and over 490 miles of drainage pipes.

Leon County also has a comprehensive stormwater management program similar in ways to the City's efforts. The components of this program include:

- Stormwater Planning and Administration Capital Improvements
- Pollution Reduction Floodplain Management
- Infrastructure Maintenance
- Lakes Monitoring
- National Pollution Discharge Elimination System (NPDES)
- Flooded Property Acquisition Program
- Total Maximum Daily Loads (TMDL)
- Water Quality Monitoring Program

The County's Stormwater Maintenance program is responsible for the creation, maintenance, management, and preservation of functional, safe, and effective stormwater systems for the citizens of Leon County and its visitors. This program maintains and retrofits open and enclosed drainage systems along county right-of-ways and easements; provides for water quality and rate control; protects against personal injury, private property loss, and loss to Leon County associated with stormwater runoff; and responds to public concerns and needs by investigating complaints, writing work orders, obtaining permits, and accomplishing needed facility improvements.

#### *Participation in the National Flood Insurance Program*

Flooding is a serious risk in Florida, and is one of the most common hazards encountered in Leon County and the City of Tallahassee. This drives local government participation in the National Flood Insurance Program (NFIP). Both Leon County and the City of Tallahassee participate in the NFIP.

Insurance to cover flooding is not typically provided in a homeowner's policy, so it must be purchased separately. Depending on a home's location, flood insurance may be a required purchase as a condition of a mortgage. Because the ability to buy or rent a home is critical to the economic and social stability of most community, the NFIP was developed by the federal government to assist homeowners and renters with flood insurance if their community participates in the program. The NFIP is administered by FEMA. The goals of this program include:

1. Decrease the risk of future flood losses,
2. Reduce the costs and adverse consequences of flooding,
3. Reduce the demands and expectations for disaster assistance after floods, and
4. Preserve and restore the natural and beneficial values of floodplains.

To qualify for flood insurance, a community must join the NFIP and agree to enforce sound floodplain management standards. When this happens, the residents in that community are allowed to participate in and purchase flood insurance coverage through the NFIP. To be eligible to participate in the NFIP, communities must enforce sound floodplain management standards.

The City of Tallahassee has been a member of the National Flood Insurance Program (NFIP) since 1976 and of the Community Rating System (CRS) since 1994. The City is currently a Class VI CRS community which exceeds the minimum NFIP standards. The NFIP program is primarily regulated through the City and County's land development codes and the Florida Building Code.

As of 2015, Leon County has 1,681 policies in force and Tallahassee has 2,175 policies. From 1978 to March 2011, there were 782 countywide losses for flood related claims that were paid in the amount of \$9.1 million throughout Leon County. The table below provides a list of losses in Leon County.

Table 2.32: NFIP Flood Losses and Payments by Jurisdiction, 1978 – March 2011.<sup>76</sup>

Jurisdiction	Total NFIP Losses	Total Payments (in dollars)
City of Tallahassee	254	\$3,162,050
Leon County	528	\$5,920,934
Countywide Total	782	\$9,082,984

Both Leon County and the City of Tallahassee will continue to participate in the NFIP program by continuing the following programs and actions:

- Restricting new development in floodprone areas through maintaining existing floodplain management ordinances that meet minimum NFIP criteria
- Requiring elevation certificates for all new construction and substantial improvements when any portion of a property is located below the flood protection elevation.
- Mitigating existing development in these areas through land and structure purchases and removals
- Protecting, reinforcing, or relocating infrastructure and critical facilities
- Maintaining FIRM maps and data and making these data available to the public
- Continuing participation in CRS program by the City of Tallahassee, including a 2015 Community Assistance Visit that the City successfully passed
- Anticipated participation by Leon County in the CRS program in 2015

#### *Community Rating System*

The Community Rating System (CRS) is a federal incentive program for communities which exceed the minimum NFIP requirements. The incentive is up to 45% premium reductions for policyholders. The City of Tallahassee participates in the CRS. In April 2013, Leon County requested entry into the CRS program. A new application Verification Visit was conducted by an ISO/CRS Specialist on July 10, 2014. Leon County received a preliminary results letter in December 2014 and anticipates an effective date of May 1, 2015.

#### *Other Flood Mitigation Measures*

The City of Tallahassee and Leon County recently developed and adopted Minimum Countywide Environmental Regulations in May 2012, establishing minimum standards, procedures, requirements, and regulations, including protection of conservation and preservation features.

The County's Greenspace Reservation Area Credit Exchange (GRACE) program is aimed at keeping new development from high-risk floodplain areas within Leon County. The program allows certain non-residential development to meet a portion of the landscape area requirements off-site by purchasing flood-prone properties, identified by Leon County, and conveying the property to Leon County. The flood-prone properties conveyed to Leon County are then maintained as open space.

<sup>76</sup> FEMA NFIP.

### Potential Losses

HAZUS-MH 2.0 estimated that the total economic loss for a 100-year flood event is \$269 million. It has been a long standing land use policy not to develop areas of the floodplain, so the overall percentage of buildings at risk from flooding of this type is lower. However, it must be remembered that a good portion of the 100-year floodplain is not accounted for in these calculations because it is categorized in Zone A. The table below displays the economic loss by property type. Similar to the hurricane scenarios the greatest impact is to residential properties which make up 55.73% of the total loss.

Table 2.33: Economic Loss from 100-Year Flood Event.<sup>77</sup>

Property Type	Loss
Residential	\$149,990,000
Commercial	\$83,520,000
Industrial	\$13,740,000
Other	\$20,600,000
Total Direct Economic Loss	\$267,840,000

The following table indicates critical facilities located in known hazard zones, including flooding.

Table 2.34: Critical Facilities Located in Known Hazard Zones.<sup>78</sup>

Facility	Hazard			
	FEMA Zone A	FEMA Zone AE	Wildfire	Storm Surge
Pineview Elementary School		X		
Belle Vue Middle School	X			
Florida High School			X	
John Paul II Catholic High School			X	
Station 13				X

### Repetitive Flood Loss Properties

It is important to note that not all property within the floodplain is equally vulnerable to flooding. Typically, a small proportion of parcels experience more frequent flooding and are considered a higher priority for flood mitigation actions.

A Repetitive Loss (RL) property is any insurable building for which the National Flood Insurance Program (NFIP) paid two or more claims of more than \$1,000 within any rolling ten-year period, since 1978. At least two of the claims must be more than 10-days apart but, within ten-years of each other. A RL property may or may not be currently insured by the NFIP.

Both Leon County and the City of Tallahassee maintain lists of properties identified as repetitive loss properties. These lists are confidential as required by federal regulations. These identified properties are usually located in areas subject to periodic flooding. The owners of these properties may approach the local government to try to remedy the flooding, or to request the buy-out of these properties. The

<sup>77</sup> Hazus-MH 2.0.

<sup>78</sup> Tallahassee Leon County Geographic Information Systems.

local government can then apply for flood mitigation funding (pre- or post-disaster) to purchase these properties, which they then designate them as open space. These land acquisitions are always voluntary, and do not utilize eminent domain.

The lists of RL properties are maintained by County Public Works and City Underground Utilities (a division of the City Utilities department). These lists are required under federal law to be confidential, and they are not provided therein. However, at this time, Leon County has identified 14 single-family properties, but no (0) multi-family and non-residential properties on their RL list. The County has recently submitted documentation to transfer five (5) single-family, one (1) multi-family, and one (1) non-residential RL properties over to the City.

The City of Tallahassee has identified 63 RL properties. These include 39 single-family, seven (7) multi-family, 14 non-residential, and three (3) “other residential” properties. There are currently three single-family properties on the City’s list that are actually within the unincorporated area (Leon County). These will be transferred to the County’s list.

### *Summary*

The amount of rainfall from thunderstorm events in most of Florida is calculated from stormwater design storms along with their probability. These design storms affect Leon County and the City of Tallahassee.

<b>Design Storm<sup>79</sup></b>	<b>Avg. Rainfall</b>	<b>Probability</b>
2 year - 24 hour	4.5"	50 %
5 year - 24 hour	6.5"	20 %
10 year - 24 hour	7.5"	10 %
25 year - 24 hour	8.5"	4 %
50 year - 24 hour	9.5"	2 %
100 year - 24 hour	10.5"	1 %

Flooding in Leon County can occur from all of these events, depending on location and other factors. However, since severe thunderstorms (five year – 24 hour or stronger) are estimated to occur at least four times per year, it is expected that, depending on amount and duration of rainfall, these storms will create nuisance or hazard flooding in many areas, particularly within the 100-year floodplain.

The worst stormwater event anticipated for Leon County and the City of Tallahassee is a 100 year - 24 hour storm that creates an average rainfall of 10.5". All structures (mobile homes and septic tanks) within the 100-year floodplain (Zones A and AE) and the 500-year floodplain as indicated in Figures 22 and 23 would be affected by flooding from this event.

The depth of a flood can vary with these storms and where they occur. Figures 20 and 21 indicate Zone AE depth to flooding; the computed elevation to which floodwater is anticipated to rise during the base flood (0.1' to 25', depending on location). If the base elevation of a structure is lower than the depth indicated on Figures 20 and 21, then this structure may be damaged by flooding. Generally, flooding can cause significant property damage when it exceeds six inches over this elevation.

Overall, the probability based on the historical record of a flooding event affecting Leon County and the City of Tallahassee is **likely** as defined under Section 2.2.1 Risk.

<sup>79</sup> <http://www.pdhoneonline.org/courses/h119/stormwater%20runoff.pdf>.



### Vulnerability Summary

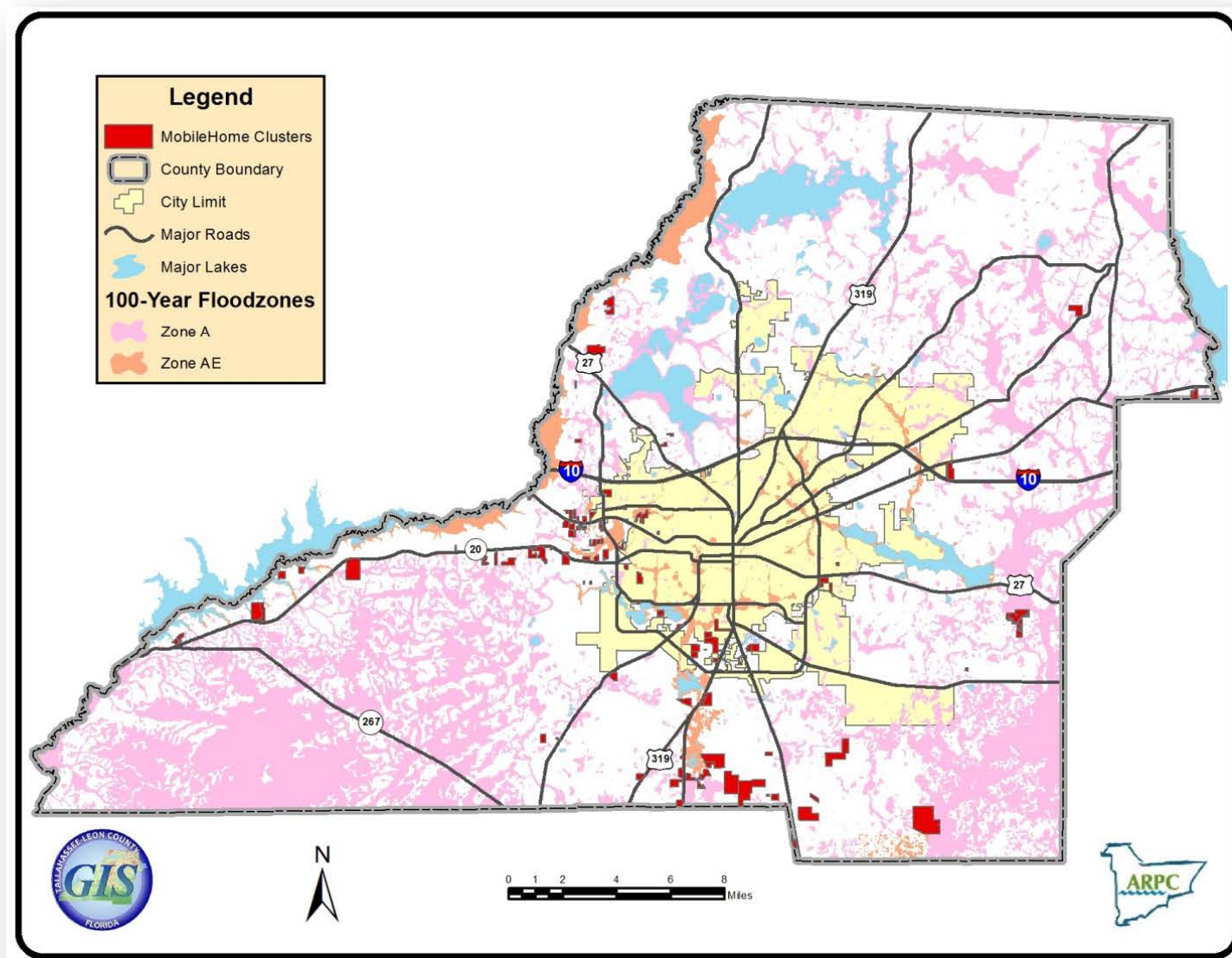
Leon County and the City of Tallahassee have a record of county-wide vulnerability to flooding primarily related to heavy rainfall and tropical events. Areas and features specifically vulnerable to flooding include:

- 8,285 parcels identified as having at least a portion of their property in the 100-year floodplain (Table 2.29)
- Mobile homes and septic tanks in 100-year floodplains (Figures 21 and 22)
- All structures and facilities within Special Flood Hazard Areas, Non-Special Flood Hazard Areas, and Undetermined-Risk Areas as identified on local FIRM maps
- Unrecorded subdivisions, and subdivisions built before 1991-92
- Pineview Elementary School and Belle Vue Middle School
- Flood Problem Areas identified in the Leon County Stormwater Master Plan (Table 2.30)
- Other flooded structures properties identified by the City and County departments of public works (internal data only), including Repetitive Loss properties
- Local flooding areas identified by the City of Tallahassee's Stormwater Utility
- Parking areas adjacent to Leon High School and the FSU Flying High Circus

### Risk Assessment

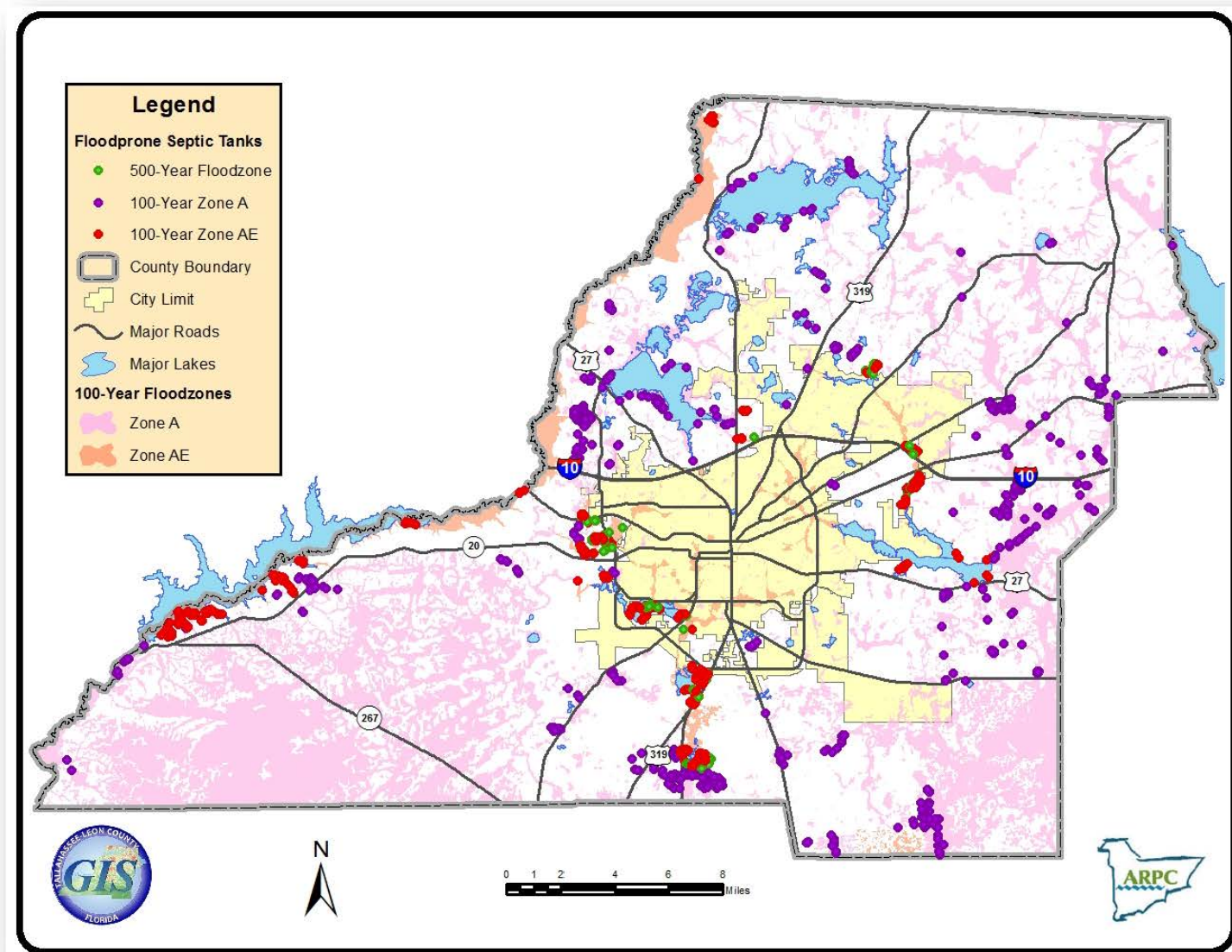
Based on assessment of historical data, the extent and location of floodprone areas, and the Hazus analysis, flooding is classified as a **high risk** in Leon County and the City of Tallahassee.

Figure 21: Mobile Home Clusters in the 100-Year Flood Plain.<sup>80</sup>



<sup>80</sup> Tallahassee-Leon County Geographic Information Systems.

Figure 22: Septic Tanks in the 100-Year Floodplain.<sup>81</sup>



<sup>81</sup> Ibid.

## **2.3.7 Wildfires**

### General Description and Location

Florida is a fire state. Our typical “fire season” is from January through May. The basic forest and shrub ecology of the state has been created by wildfire, and such fires remain a natural feature of the landscape. It is also a useful land management tool for many areas; prescribed fire consumes excess fuels, germinates many native plants, and helps create and maintain natural wildlife habitat.

Forest and other wild fires can affect many areas of Leon County, but it is particularly a hazard on vacant, undeveloped lands within the urban area where individuals are building homes, particularly in areas with heavy concentrations of trees and vegetation, and where existing fire services or facilities are few or nonexistent. Large amounts of dry underbrush require only an ignition source which can come from various sources such as cigarettes, lightning or even the wheels of a passing train. Due to the concentration of residents in rural wooded areas of the county, additional threats to life and property exist, therefore requiring increased mitigation efforts.

The Florida Division of Forestry (DOF) responds to wildfire events outside the city limits. As of November 1998, the DOF’s jurisdiction included approximately 214,877 acres in (48 percent of the land area) in Leon County. Of the five counties in Fire District Four (Leon, Gadsden, Jefferson, Wakulla and Franklin Counties) Leon has produced the least number of fires requiring a DOF response. This may be largely due to a lower concentration of combustible fuel types and the significant amount of controlled burning that takes place on a regular basis. For example, large areas in the north and northeast are held as plantations and frequently utilize fire as a land management tool. Additionally, a significant portion of the southwestern area of the county is within the Apalachicola National Forest. There is no significant habitation within its borders and the area immediately surrounding the forest contains limited development. While residents may experience a periodic blanketing of smoke, the regular use of prescribed burns by Forest Service personnel reduces the risk of wildfire.

### Historical Occurrences

Florida’s vulnerability to wildfire was highlighted during the summer of 1998. According to the Governor’s Wildfire Response and Mitigation Review Committee, nearly 2,300 wildfires charred 500,000 acres, damaged over 300 homes, destroyed more than \$300 million worth of timber resources, and forced the evacuation of an entire county. The damage was concentrated in areas where homes were scattered on the outskirts of existing urban areas—the wildland/urban interface.

Since then, more than 15,000 wildfires have devastated over one million acres and destroyed more than 750 structures in Florida. Leon County and the City of Tallahassee have a county-wide vulnerability to fires, specifically wildfires. However, the majority of wildfires occurs on public lands and is subject to specific management efforts by state and national foresters.

The Florida Forest Service recorded a total number of 77 wildfires in Leon County from January 1, 2010 to April 2, 2015, an average of slightly more than five wildfires per year in Leon County. These fires burned a total area of 617 acres, which is approximately one percent of the land area of the county.

Table 2.35. Historical Occurrences of Wildland Fires in Leon County, 1/1/2010 to 4/2/2015.<sup>82</sup>

Date/Time	Acres	Cause
2/21/2010 15:30	1	Debris Burn--Nonauth--Piles
4/6/2010 19:50	1	Children
6/10/2010 15:43	0.5	Debris Burn--Nonauth--Broadcast/Acreage
7/31/2010 16:35	0.1	Lightning
9/4/2010 4:40	0.1	Incendiary
9/18/2010 15:00	12	Debris Burn--Nonauth--Piles
9/23/2010 5:25	0.3	Debris Burn--Nonauth--Broadcast/Acreage
10/4/2010 9:30	0	Debris Burn--Nonauth--Yard Trash
1/7/2011 17:00	2	Children
2/12/2011 13:45	1.5	Debris Burn--Nonauth--Yard Trash
2/14/2011 9:00	1	Debris Burn--Auth--Piles
2/14/2011 14:00	6.5	Debris Burn--Auth--Yard Trash
2/14/2011 17:00	0.2	Debris Burn--Nonauth--Yard Trash
2/20/2011 14:15	40	Debris Burn--Nonauth--Yard Trash
2/20/2011 15:00	3	Equipment--Recreation
2/22/2011 13:00	1	Debris Burn--Auth--Broadcast/Acreage
2/24/2011 15:05	3	Debris Burn--Auth--Broadcast/Acreage
3/12/2011 15:48	0.5	Unknown
3/16/2011 13:00	0.1	Debris Burn--Nonauth--Piles
3/26/2011 16:30	0.5	Debris Burn--Nonauth--Piles
4/13/2011 17:30	5.2	Children
4/19/2011 13:00	4	Incendiary
5/13/2011 15:25	1	Equipment--Agriculture
5/21/2011 14:50	0.1	Equipment--Transportation
6/3/2011 16:50	25	Equipment--Agriculture
6/8/2011 15:00	5	Lightning
8/30/2011 13:00	1	Debris Burn--Nonauth--Yard Trash
8/31/2011 19:00	0.1	Lightning
9/13/2011 13:35	0.1	Campfire
10/1/2011 3:30	0.5	Equipment--Transportation
11/11/2011 13:45	0	Debris Burn--Auth--Yard Trash
11/22/2011 15:05	1	Equipment--Logging
11/26/2011 20:20	1	Debris Burn--Auth--Yard Trash
12/24/2011 17:15	1	Unknown
12/29/2011 9:30	0.5	Debris Burn--Auth--Broadcast/Acreage
12/30/2011 14:55	0.1	Debris Burn--Nonauth--Yard Trash
1/2/2012 15:30	2	Campfire
1/3/2012 11:45	11	Unknown
2/3/2012 16:00	5	Unknown
2/8/2012 13:00	120	Unknown
2/12/2012 17:15	0.5	Debris Burn--Nonauth--Broadcast/Acreage
3/15/2012 19:30	81	Lightning
3/25/2012 17:00	85.3	Unknown
4/7/2012 15:00	0	Lightning
4/12/2012 13:30	1	Unknown
4/20/2012 15:00	0.2	Unknown
4/24/2012 7:00	4.8	Unknown

<sup>82</sup> Florida Department of Agriculture and Consumer Services, <http://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Wildland-Fire/Resources/Wildland-Fire-Daily-Report-for-Florida>.

Date/Time	Acres	Cause
5/1/2012 15:00	5	Campfire
5/25/2012 13:00	0.1	Lightning
6/13/2012 12:00	0	Unknown
6/14/2012 15:25	0.1	Miscellaneous --Power Lines
6/17/2012 11:05	0	Incendiary
7/7/2012 22:00	4	Unknown
9/27/2012 19:20	2	Unknown
10/30/2012 18:45	1	Children
11/6/2012 9:00	0.1	Debris Burn--Nonauth--Piles
12/3/2012 16:30	2	Debris Burn--Nonauth--Broadcast/Acreage
12/3/2012 17:50	3.1	Campfire
12/9/2012 12:02	67	Unknown
12/16/2012 14:30	8.5	Campfire
1/16/2013 15:00	6	Children
1/23/2013 15:35	0.1	Campfire
2/1/2013 15:00	1	Unknown
2/3/2013 16:20	20	Debris Burn--Nonauth--Piles
2/16/2013 16:00	40	Unknown
2/18/2013 14:45	0.1	Unknown
2/28/2013 14:30	1	Children
5/24/2013 10:00	5	Debris Burn--Nonauth--Broadcast/Acreage
5/24/2013 16:30	0	Debris Burn--Nonauth--Piles
6/1/2013 22:00	10	Unknown
3/8/2014 10:00	1	Debris Burn--Nonauth--Piles
3/14/2014 16:50	0.7	Unknown
6/5/2014 14:40	0.1	Unknown
6/5/2014 16:00	0.2	Miscellaneous --Power Lines
11/9/2014 19:45	2	Children
2/21/2015 14:15	0.1	Debris Burn--Nonauth--Yard Trash
3/17/2015 17:00	6.1	Campfire
<b>Total</b>	<b>617.0</b>	

As indicated in Table 2.35, 45 of the reported non-prescribed wildland fires wildfires (58 percent) over the last five years are less than one acre in size, with a variety of causes. These wildfires have not for the most part burned structures or other property, with the exception of logging equipment, wooded and cut-over areas, fields, and pastures. Approximately 35 percent of these fires are debris burns (yard trash, piles, and prescribed fires), 25 percent are unknown, and the remainders are a mix of campfires, equipment fires, fires set by children or agricultural activities, power lines, incendiary, or lightning. No property damage to structures, including critical facilities, smoke emergencies, or displaced citizens was associated with these wildfires as reported by the Florida Forest Service.

#### Estimated Impacts, Probability, and Extent

Although wildfires in or near forested residential areas provide a tangible threat to citizens and property within Leon County and the City of Tallahassee, the impacts of wildfire in Leon County and the City of Tallahassee have been minimal. However, the potential impact of wildfires in the wildland urban interface (see Figure 25) is greatest. The wildland urban interface is an area where “wildlands” (natural or reforested areas) are adjacent to urban areas, including suburban residential areas. Fire is



threat in these areas if adjacent or interspersed wildlands are not actively managed with prescriptive fire or the physical removal of burnable fuels, as well as other management tools and practices.

According to the latest Southern Wildfire Risk Assessment (SWRA) provided by the Florida Forest Service, approximately 330,869 acres within Leon County (70.3% of the total area) are at the highest risk of burning.<sup>83</sup> Most of this area is located either within the Apalachicola National Forest, or within privately managed hunting plantations. However, a significant amount of this area is within suburban areas that either adjoin wild lands or are heavily forested.

A healthy urban forest provides a valuable aesthetic environment for residents, but it may also contribute to the potential for the spread of fire, particularly if there are fire-dependent tree and shrub species within these areas. This is more so if these “natural” areas are not managed (i.e., burned to remove natural leaf litter). As land development continues, more and more homes are being built in the vegetated or forested areas throughout Leon County. These homes have an increased vulnerability to wildfire since they are often located in areas that are removed from existing fire stations and water distribution systems, and have even higher fuel loads in the vicinity of structures.

Leon County has recognized the danger posed by wildfires and has amended policies within the Conservation Element of the Tallahassee-Leon County Comprehensive Plan to include a policy promoting land management practices that utilize prescribe burns as a fire protection strategy:

**Conservation Element, Policy 1.2.3:**

In conjunction with the appropriate state, federal and regional agencies and property owners, local government shall implement, maintain, and promote land management practices that enhance fire protection, wildlife habitat and sustainable silviculture practices. These practices shall include, but not be limited to, the use of prescribed burns, the creation of defensible space buffers, vegetative maintenance, and the control or removal of invasive exotics.

In areas of wildfire hazard, the land development regulations shall require the provision of defensible space buffers surrounding new developments and multiple exits from large developments. To further the effectiveness of these practices, public awareness programs will be developed by 2010 to inform and educate existing and new property owners that these practices, prescribed burns in particular, may be regularly employed nearby and may affect their property.<sup>84</sup>

Existing policies related to controlled burns include Section 11-16 of the Land Development Code, which requires a permit for open burning within the City limits. Prescribed burns are encouraged for large landowners by the DOF as a means to reduce fuel loads, which could contribute to uncontrolled fires. Chapter 590, Florida Statutes, requires burn permits from the DOF or other delegated authorities prior to conducting a prescribed burn anywhere in the state. Burn permits are required for burns on all private and public lands, including private plantations, state parks, and national forest lands. This permit system provides a means of tracking and controlling prescribed burning efforts. Permits are not

<sup>83</sup> Southern Wildfire Risk Assessment Summary Report, DOF (2014).

<sup>84</sup> Tallahassee-Leon County Comprehensive Plan, 2015.

issued if environmental conditions, such as droughts or high winds, would present hazardous conditions or if a location is considered in a smoke sensitive area due to proximity to populated areas. Permitted burns are often site-checked by the DOF for compliance with proper fire procedures.

### *State and Federal Wildfire Mitigation Programs*

Firewise is a national program that encourages landowners and communities to take responsibility for their wildfire risk by creating defensible space around homes and implementing various fuel reduction projects to minimize their risk of home ignition.

The ReadySetGo program enables firefighters to teach individuals to be ready for wildland fire by utilizing existing preparedness tools like Firewise; to have situational awareness when a fire starts; and to leave early for the safety to themselves and firefighters. The program seeks to make residents and fire departments partners in the wildland fire solution. Both of these programs are a part of the larger Fire Adapted Communities Approach to reducing wildfire risk throughout the entire community.

Based on the historical record, approximately five wildfires per year approximately eight acres in size will occur in Leon County with an average total area burned of 41 acres. These fires will not result in any fatalities or injuries, or the loss of any structures; neither will they displace people or present a significant smoke or other related hazards. However, due to the large size of those fires deemed unknown in origin (over 57 percent of the area burned), this figure many vary on an annual basis.

Overall, the probability based on the historical record of a wildfire within Leon County and the City of Tallahassee is **likely** as defined under Section 2.2.1 Risk. This is because of the extent of the wildland urban interface, including adjacent heavily forested areas. However, most of these fires are small and easily controllable because of prescribed burning on public and private lands, and the advanced fire protection offered throughout the County.

### Vulnerability Summary

The local Tall Timbers Research Station is a non-profit biological research station that has conducted pioneering studies of the role of prescriptive fire on native forest ecosystems in the Southeast. Based on interviews with staff at this station, Leon County has experienced very few problems with fire and the wildland urban interface. This is primarily because of prescribed burning practices in large hunting properties in the north end of the county, and in the Apalachicola National Forest to the south and west, as well as in the several units of State wildlife management areas adjoining the Ochlockonee River.

The native Longleaf pine ecosystem found throughout the county is unique in that if fire is excluded from these areas, less flammable hardwood trees such live oak, magnolia, and water oak become dominate over time. The exception is flatwood areas in the southern part of Leon County, south of the Cody Scarp. These areas are considered vulnerable to wildland fires because these habitats can be very flammable when fire-excluded.

As indicated in Figure 27, the wildland urban interface is where damages from wildfire are most likely to occur. Small wildfires within the urban area are rare and can be easily controlled by local fire departments and Florida Forest Service or other agency personnel as necessary. However, larger fires within this interface area can impact residential areas and other structures, as well as critical facilities



and systems. Even the smoke from wildfires can present a hazard to citizens, particularly the elderly and those who have respiratory medical conditions. Many of these areas are residential neighborhoods or subdivisions with heavily forested parcels or open space areas. These parcels and areas are seldom subject to prescriptive burning, and so are vulnerable to fire due to crowding of trees and heavy fuel buildup. However, these areas also have fire protection provided by the Tallahassee Fire Department, which also provides services to the County through an interlocal agreement.

The most vulnerable areas within Leon County are those generally located at the wildland urban interface. These areas include forest and forested wetlands within the city limits. These obscured areas are frequently older residential areas with a mature tree cover that have been developed from the early 1800s to the late 1900s. Residential areas such as Southwood, which was developed in the early 2000s on old, open pastures, are less vulnerable to wildfire.

Vulnerability to wildfires was estimated from the use of the Hazus model and the Wildfire Risk Assessment Summary Report (WRAS). The Summary Report is generated by the Southern Wildfire Risk Assessment (SWRA) Project. The SWRA project reflects the latest wildfire modeling and analysis and regional risk assessment efforts, and provides a consistent, comparable set of results as a foundation for mitigation planning. The SWRA can also be used to locate areas where interagency planning may be of value to effectively manage wildland fire risk.

The WRAS was selected for use in this Plan because it represents the key index from the SWRA that can support current fire planning needs of southern fire management agencies.

#### *Hazus Analysis*

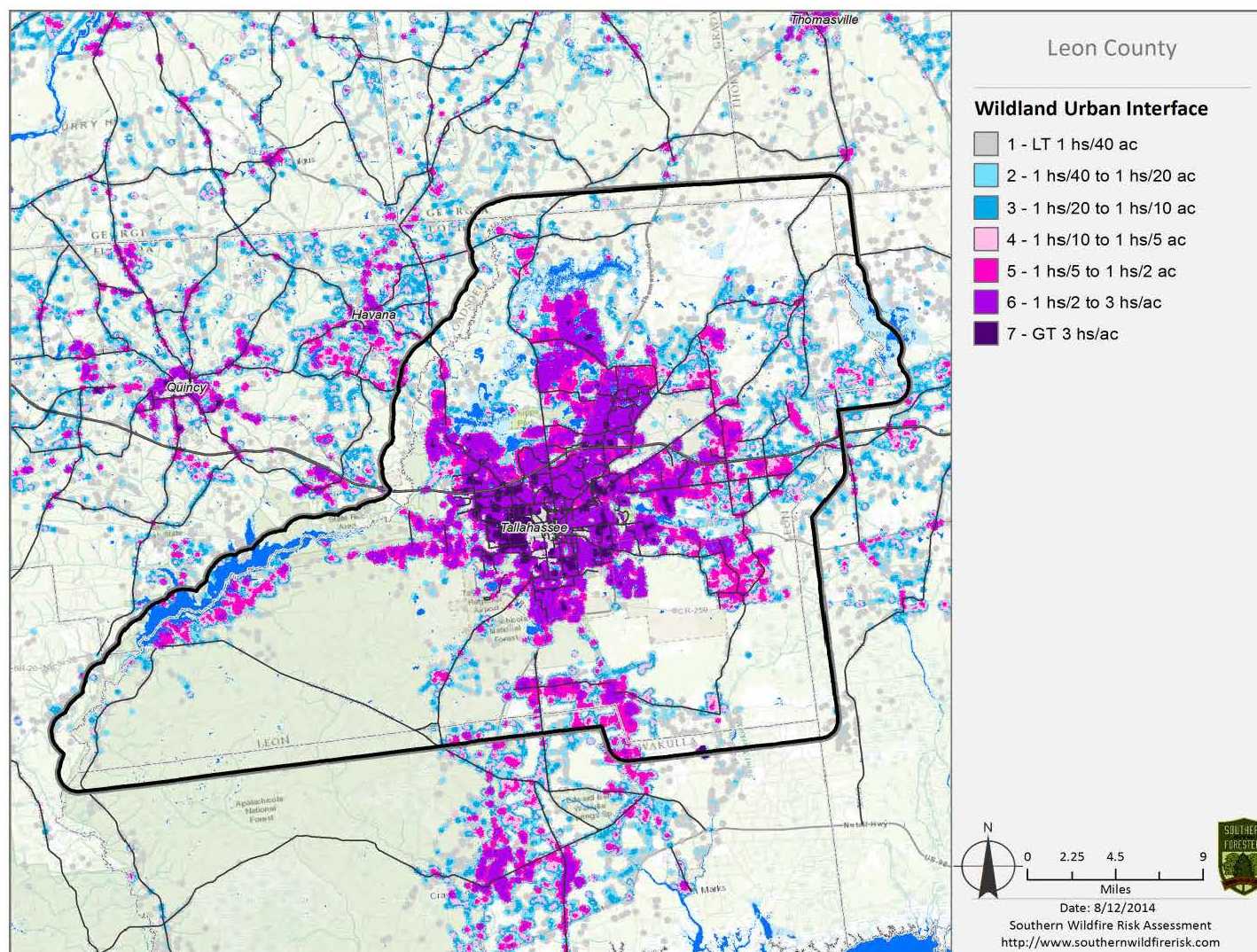
Using the same categories of general building stock provided in the HAZUS-MH 2.0 model, the 2010 Leon County Property Appraiser parcel level data was used to produce the value estimates of those properties at risk for wildfire. The two following figures indicate the wildfire risk for both the City and the County using a Wildfire Susceptibility Index (WFSI). The WFSI represents the key index from the SWRA that supports the current fire planning needs of southern fire management agencies. The WFSI integrates the probability of an acre igniting and the expected final fire size based on the rate of spread in four weather percentile categories into a single measure of wildland fire susceptibility. WFSI is comprised of three main data elements:

1. Fire Occurrence
2. Fire Behavior
3. Fire Suppression Effectiveness

The WFSI is a value between 0 and 1 that represents the likelihood that a given acre will burn. The “hotter” the color, the higher the index, which expresses the likelihood of an area burning based on existing vegetation (e.g., type of trees, age of stands, understory, etc.) and other factors.

The following figures from the Wildfire Risk Assessment Summary Report indicate the extent in 2014 of the wildland urban interface in Leon County and the City of Tallahassee, as well as the relative risk of wildfire.

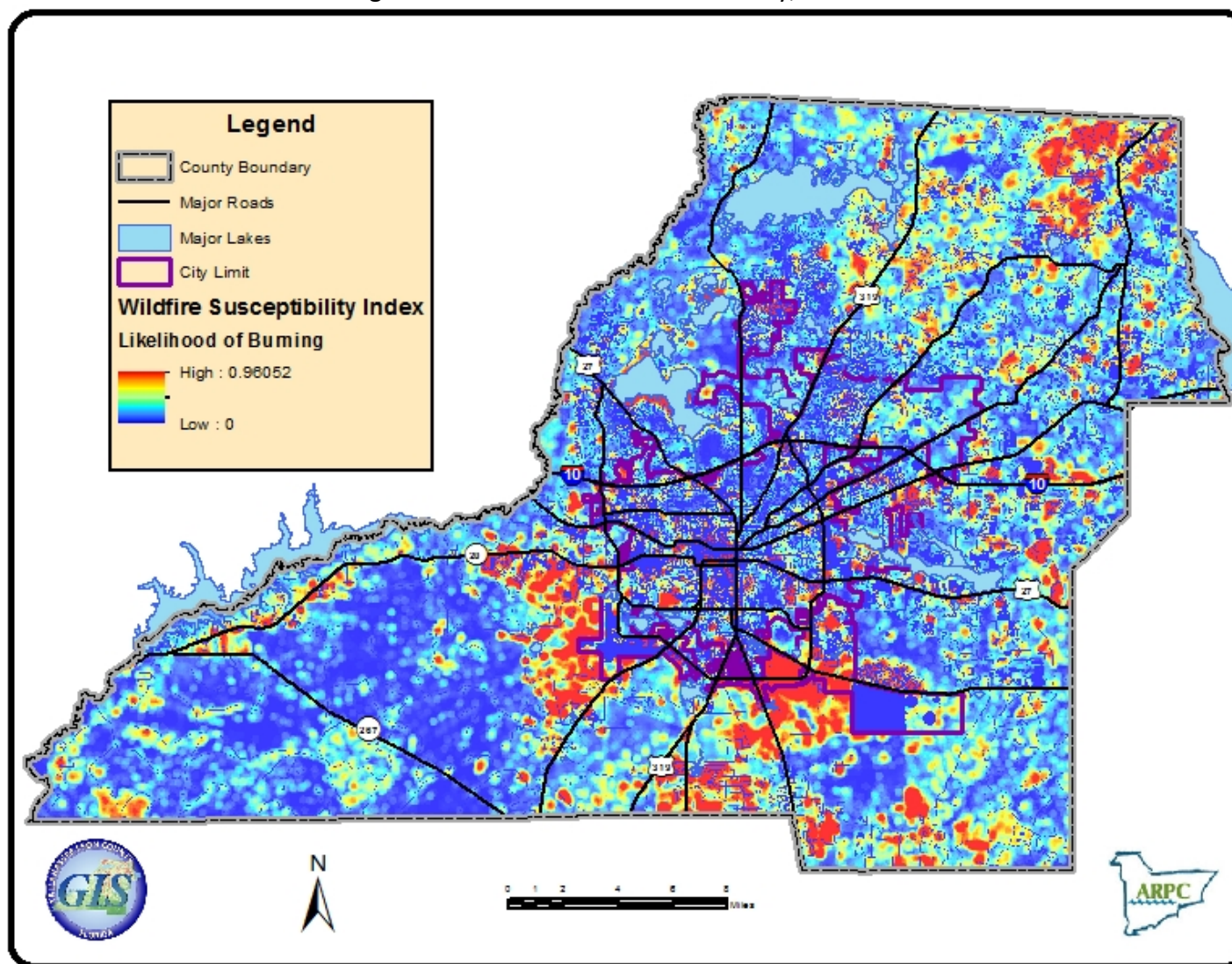
Figure 23: Wildland Urban Interface of Leon County, Florida.<sup>85</sup>



<sup>85</sup> Ibid.



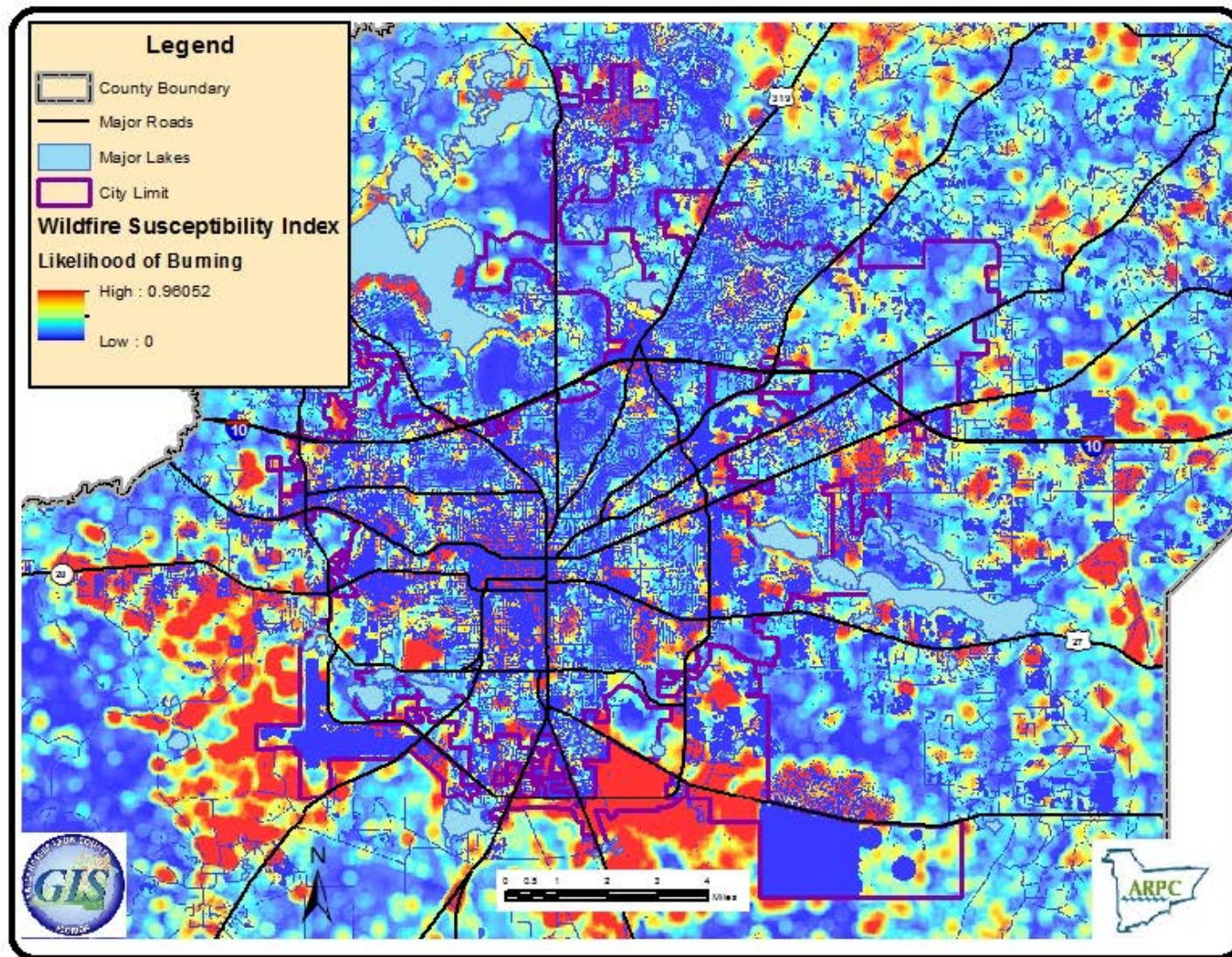
Figure 24: Wildfire Risk in Leon County, Florida.<sup>86</sup>



<sup>86</sup> Florida Division of Forestry and Hazus-MH 2.0.



Figure 25: Wildfire Risk in the City of Tallahassee, Florida.<sup>87</sup>



<sup>87</sup> Florida Division of Forestry and Hazus-MH 2.0.

While residents may experience a periodic blanketing of smoke, the regular use of prescribed burns by Forest Service personnel reduces the risk of wildfire.

Using the same categories of general building stock provided in the HAZUS-MH 2.0 model, the 2010 Leon County Property Appraiser parcel level data was used to produce the value estimates of those properties at risk for wildfire. The two tables below display a breakdown of total value by property type for the City and the County. It is important to note that these are total property values, not damage values based on the impact of a wildfire.

Table 2.36: Fire Loss Estimates in the City of Tallahassee, Florida.<sup>88</sup>

Property Type	Number of Properties	Value (in dollars)
Residential	4,015	\$890,279,779
Commercial	678	\$781,059,979
Government	195	\$1,565,484,628
Industrial	55	\$37,168,980
Education	42	\$1,900,844,161
Religion	43	\$62,035,540
Agriculture	9	\$12,422,559
Vacant	754	\$86,696,502

Table 2.37: Fire Loss Estimates in Leon County, Florida.<sup>89</sup>

Property Type	Number of Properties	Value (in dollars)
Residential	3,467	\$478,138,684
Commercial	87	\$95,815,349
Government	92	\$141,385,882
Industrial	45	\$16,333,050
Education	4	\$47,292,350
Religion	23	\$17,307,814
Agriculture	215	\$242,855,609
Vacant	1,043	\$86,538,194

The majority of wildfires occurs as prescribed burning on public land and is subject to specific management efforts by state and national foresters. For non-prescribed wildland fires, the Division of Forestry recorded a total of 180 during the period from 1999-2009, or an average of about 18 per year, that burned approximately 1,858 acres. The Florida Forest Service (previously the Division of Forestry) recorded a total number of 77 wildfires in Leon County from January 1, 2010 to April 2, 2015, an average of slightly more than five wildfires per year in Leon County. These fires burned a total area of 617 acres, which is approximately one percent of the land area of the county. The majority of these are small-acreage (less than 1.0 acres) burnings of debris Southern Leon County. These data indicate that human action is one of the leading causes of wildfires within Leon County.

<sup>88</sup> Leon County Property Appraiser, 2010.

<sup>89</sup> Ibid.

The larger issue in Florida and in Leon County is the future threat posed by populations encroaching into wildland-urban interface areas. Generally, the risk to humans and their property from wildfires increases with population and the development that accompanies population growth. In Leon County, the threat of such fires is low because of extensive prescriptive burning and comprehensive fire protection throughout the county, yet there is a potential for wildfire in areas of the county adjacent to residential areas and roadways that may increase over time if these areas are not properly managed to reduce the potential for wildfires.

### Risk Assessment

Based on assessment of the historical data, the Hazus analysis, and the Wildfire Risk Assessment Summary Report, wildland fires are classified as a **low risk** to Leon County residents. This risk estimation is also based on the active use of prescriptive fire to help manage public and many private lands, which significantly reduces the degree of risk of wildfires in these areas and nearby residential areas.

Regardless, as the population of Leon County continues to grow, the number of residents living in or near wildland areas will also continue to increase. Subsequently, the threat of wildfire will increase as the urban area of Tallahassee extends into previously forested areas, or into or adjacent to forested areas not prescriptively burned on a regular basis. The number of human-caused fires is also predicted to increase as the population living in wildland urban interface areas continues to grow, and as natural areas within the urban area age out absent prescriptive fire or other vegetation and leaf litter management.

### 2.3.8 Sinkholes

#### General Description and Location

Sinkholes form in karst terrain principally from the collapse of surface sediments into underground voids and cavities in the limestone bedrock. Slightly acidic ground water slowly dissolves cavities and caves in the limestone over a period of many years. When a cavity enlarges to the point that its ceiling can no longer support the weight of overlying sediments, these sediments collapse into the cavity. In a less catastrophic type of sinkhole, a bowl-shaped depression forms at the surface, usually over a considerable period of time, as surface sediments ravel downward into small cavities in the bedrock. Well drilling data suggests that much of the underlying bedrock in Florida contains cavities of differing size and depth. However, relatively few ever collapse and directly affect roads or dwellings.

Karst terrain is a type of topography that is formed by dissolution of bedrock in areas underlain by limestone, dolostone or, as in some western states, gypsum. Such terrain has underground drainage systems that are reflected on the surface as sinkholes, springs, disappearing streams or even caves. The term karst, therefore, refers to the terrain and the term sinkhole is one of the types of drainage features reflected by that type of terrain. Other subterranean events can cause holes, depressions or subsidence of the land surface that may mimic sinkhole activity. These include subsurface expansive clay or organic layers which compress as water is removed, collapsed or broken sewer and drain pipes or broken septic tanks, improperly compacted soil after excavation work, and even buried trash, logs and other debris. Commonly, a reported depression is not verified by a licensed professional geologist to be a true sinkhole, and the cause of subsidence is not known. Such an event is called a subsidence incident. The Florida Geological Survey maintains and provides a downloadable database of reported subsidence incidents statewide. While this data may include some true sinkholes, the majority of the incidents have not been field-checked and the cause of subsidence is not verified.<sup>90</sup>

The development of sinkholes has historically been difficult to predict. Ground Penetrating Radar (GPR) surveys are increasingly used at the site level to locate karst depressions, which may indicate zones of subsidence. These areas can then be checked with a Cone Penetrometer Test (CPT) sounding.

Since the entire state is underlain by carbonate rocks, sinkholes could theoretically form anywhere. However, there are definite regions where sinkhole risk is considerably higher. These include areas of the state where limestone is close to surface, or those areas with deeper limestone but with certain configurations of water table elevation, stratigraphy, and aquifer characteristics conducive to increased sinkhole activity.

Leon County and the City of Tallahassee are located within an area of karst topography supportive of sinkhole development. According to the Florida Department of Environmental Protection, the northern part of the County “consists mainly of cohesive clayey sediments of low permeability. Sinkholes are most numerous of varying size, and develop abruptly.” The southern portion is composed of “bare or thinly covered limestone” where “sinkholes are few, generally shallow and broad, and develop gradually.”<sup>91</sup>

<sup>90</sup> <http://www.dep.state.fl.us/geology/feedback/faq.htm>.

<sup>91</sup> <http://www.dep.state.fl.us/geology/geologictopics/sinkholedevelopment.htm>.



### *Karst, Subsidence, and Expansive soils*

Land subsidence occurs when large amounts of ground water have been withdrawn from certain types of rocks, such as fine-grained sediments. Sinkholes are common where the rock below the land surface is limestone, carbonate rock, salt beds, or rocks that can naturally be dissolved by ground water circulating through them. As the rock dissolves, spaces and caverns develop underground.<sup>92</sup>

While sinkholes threaten property, a related hazard is the potential impacts on groundwater quality. The local landscape is dotted with sinkholes. Sinkholes are responsible for the periodic dramatic drawdown of several local waterbodies, including Lake Jackson and Lake Lafayette. While water quality issues have not been identified as a hazard issue for the LMS, the interrelatedness of these issues warrants discussion.

Since sinkholes have a direct or semi-direct conduit to groundwater reservoirs, the possibility of drinking water degradation is a significant concern. Groundwater vulnerability is most evident within the Woodville Karst and Munson Hills regions, where the aquifer is unconfined by a sedimentary barrier between the surficial and Floridan Aquifers and karst features predominate. The maintenance of drinking water quality has been partially addressed by the implementation of several policies including the Leon County Aquifer/Wellhead Protection Ordinance. Future knowledge about county hydrogeology may warrant additional policy initiatives to ensure the protection of drinking water resources.

### Historical Occurrences

Data gathered by the Florida Center for Instructional Technology (FCIT) from the Florida Geological Survey (FGS) and the Florida Department of Environmental Protection (FDEP) indicated 90 reported sinkhole events in Leon County as of 2008. Of these, 85 are less than 10' wide, four are 31-80' wide, and one is 81-200' wide.<sup>93</sup>

A spatial database of subsidence incident reports maintained by the Florida Department of Environmental Protection - Florida Geological Survey indicated 128 occurrences of sinkholes in Leon County between 1967 and 2014.<sup>94</sup> These data indicate that 22 of these events have occurred between January 2010 and October 2014. These sinkholes have ranged in width from six inches to 75' wide, and from less than one foot deep to 40' deep. The following figure depicts the location of karst subsidence reports (sinkhole occurrences) within Leon County.

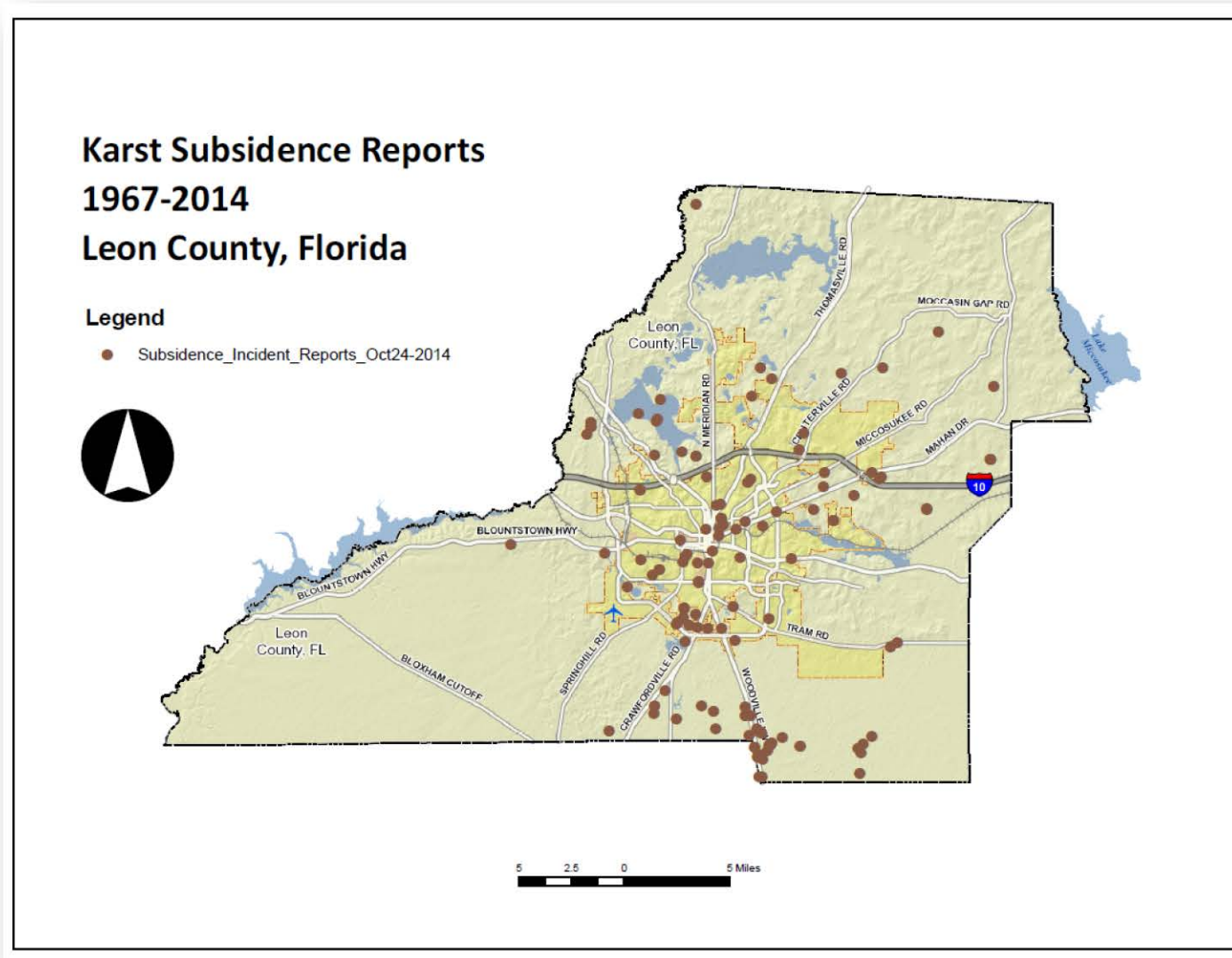
<sup>92</sup> United States Geological Survey, <http://ga.water.usgs.gov/edu/earthgwsinkholes.html>.

<sup>93</sup> University of South Florida, Florida Center for Instructional Technology, <http://fcit.usf.edu/florida/maps/pages/11100/f11139/f11139.htm>.

<sup>94</sup> Florida Geological Survey, 2014. [http://www.dep.state.fl.us/geology/gisdatamaps/SIRs\\_database.htm](http://www.dep.state.fl.us/geology/gisdatamaps/SIRs_database.htm).



Figure 26: Karst Subsidence Reports in Leon County, Florida, 1967 – 2014.<sup>95</sup>



<sup>95</sup> Tallahassee-Leon County Planning Department, 2014, using data from [http://www.dep.state.fl.us/geology/gisdatamaps/SIRs\\_database.htm](http://www.dep.state.fl.us/geology/gisdatamaps/SIRs_database.htm).

### Estimated Impacts, Probability, and Extent

There is currently no agency with responsibility and authority for sinkhole inspections in Florida. Often the Florida Geological Survey (FGS) receives calls from homeowners all over the state who have had sinkholes develop on their property. The FGS does not have sufficient staff to visit all new sinkholes but this agency encourages the submittal of a subsidence incident report that is incorporated into a database that can be accessed at

[http://www.dep.state.fl.us/geology/gisdatamaps/SIRs\\_database.htm](http://www.dep.state.fl.us/geology/gisdatamaps/SIRs_database.htm).

Sinkholes can affect property if they open up near or under building foundations, or they can open up under roadways. There are sinkholes in Leon County that can also completely drain waterbodies such as Lake Jackson, Lake Bradford, Lake Iamonia, and Lake Lafayette when the water table is lowered through drought.

Sinkholes in Leon County and the City of Tallahassee have historically not been the size and extent of sinkholes in Central Florida, where ground water levels are much more variable due to geologic structures that are different than that underlying Leon County, and where drawdown of ground water is a serious issue, particularly from urbanization and large-scale agriculture. Nevertheless, areas within Leon County and the City of Tallahassee have been and continue to be affected by sinkholes.

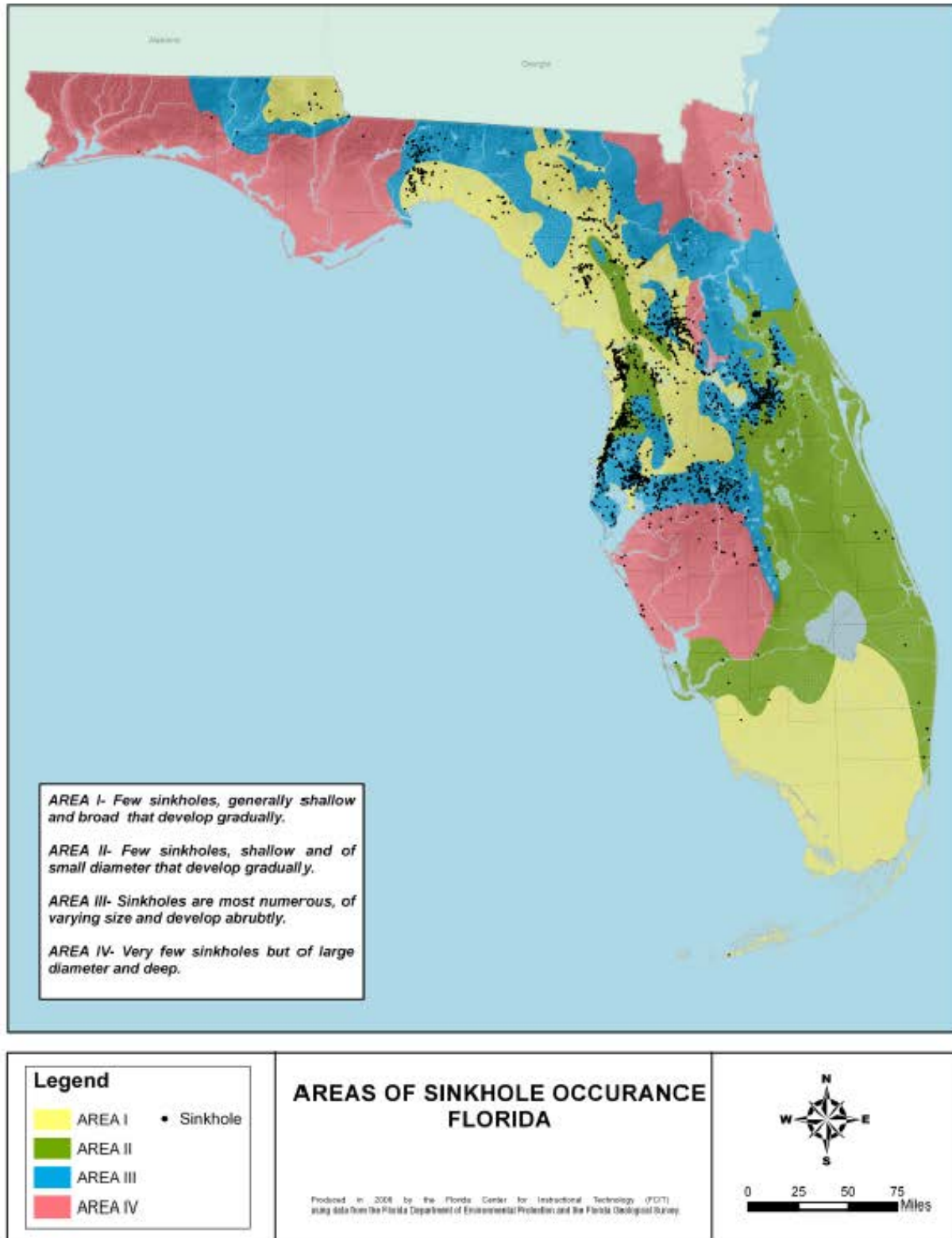
The database of subsidence incident reports in Leon County from 1967-2014 indicates that the majority of these sinkholes are small and relatively shallow, and many of those have been filled and stabilized. However, some of these events (11 out of 128) have created some degree of property damage. Although sinkholes in Leon County generally have not created property damage, the location and impacts of sinkholes are difficult to predict, as well as the probability and extent of them.

The following figure indicates the general areas of the state where sinkhole vulnerability is elevated over other areas. This figure represents reported sinkhole events in Florida based on data gathered by the Florida Geological Survey and the Florida Department of Environmental Protection. Leon County is indicated in this figure as being mostly within Area III, where sinkholes are most numerous, vary in size, and develop abruptly. The western third or so of the county is within Area IV, where there are very few sinkholes but those that exist are large and deep. The southern boundary of the county below the Cody escarpment is within Area I, where there are few sinkholes which are generally shallows, broad, and develop gradually.

Even though depressions and sinkholes can be located with ground penetrating radar and other techniques, there is little that can be reasonably done to mitigate the hazard of sinkhole development. Even if known features are identified, this information cannot be used to predict with certainty where additional sinkholes are likely to develop. However, since sinkholes are likely to occur in the Red Hills portions of Leon County, including the urban area of Tallahassee and within the southern parts of the county east of the Apalachicola National Forest, all citizens, structures, and critical facilities and systems within these areas may be potentially affected.

Based on the historical record, it is anticipated that future events for this hazard would reflect the historical frequency of drought occurrences, which can lower water tables and promote sinkhole formation. Based on Palmer Index data, a significant drought event has occurred approximately once every six years in the period 1895-2000. Periods of extreme heat in this region of Florida occur on the average of once every five years, and the probability of longer-term drought (such as the 1998-2002 event) would be expected to reflect the record of historical events occurring approximately every 25 years.

Figure 27: Areas of Sinkhole Occurrence: Florida.<sup>96</sup>



<sup>96</sup> Florida Center for Instructional Technology, Sinkholes (Tampa, FL: University of South Florida, 2008).

Based on the data presented above, approximately 2.7 sinkholes open up every year mostly within the urban and southern areas of Leon County. New sinkholes would have an average width of 8.4' and an average depth of 7'. They are likely to occur in the Red Hills portions of Leon County, including the urban area of Tallahassee, and within the southern parts of the county east of the Apalachicola National Forest.

Overall, the probability based on the historical record of a sinkhole occurring within Leon County and the City of Tallahassee is **highly likely** as defined under Section 2.2.1 Risk.

#### Vulnerability Summary

Sinkholes tend to affect structures and other improvements rather than people, like severe thunderstorms or lightning do. Figure 28 indicates that all structures, infrastructure, and critical facilities within the urban area of Leon County and the City of Tallahassee north of the Cody Escarpment, and within the southern parts of Leon County east of the Apalachicola National Forest within the Wakulla Coastal Plain, are more vulnerable to sinkholes and karst subsidence than other parts of the county.

Additional areas of the county having shallow soils overlying limestone, including low areas and waterbodies, are more vulnerable than other areas of the county. Development in those areas of the County where sinkholes are prevalent is potentially more vulnerable, since many sinkholes open up into larger caverns or tunnels. Structures and critical facilities built in these areas that do not have ground penetrating radar studies conducted prior to development to establish the presence or lack of sinkholes or karst depressions are also more vulnerable to sinkholes.

The degree of vulnerability described above increases in times of drought as the natural water table decreases in response to the lack of rainfall. As ground water levels (i.e., potentiometric surface) decrease, the hydrostatic pressure of groundwater is lessened on the overlying soil and rock layers, which sets up the conditions under which sinkholes can develop.

#### Risk Assessment

Based on assessment of historical data and frequency of reported damages, sinkholes are classified as a **low risk** to Leon County residents. Historical records indicate that the frequency and magnitude of this hazard is tied in part to the frequency of prolonged drought.

## 2. 3.9 Storm Surge/Tsunami

### General Description and Location

A storm surge is defined as an abnormal rise in sea level accompanying a hurricane or other intense storm. The height of the surge or rise is the difference between the observed level of the sea surface and the level that would have occurred in the absence of the cyclone. Storm surge heights are usually estimated by subtracting the normal or astronomic high tide from the observed storm tide. Storm surges are evaluated separately from rain-driven flooding. Storm-generated waves on top of the storm surge will create an even greater high water mark.

A tsunami, also known as a seismic sea wave or as a tidal wave, is a series of waves in a body of water caused by the displacement of a large volume of water, generally in an ocean or a large lake. Earthquakes, volcanic eruptions and other underwater explosions (including detonations of underwater nuclear devices), landslides, glacier calvings, meteorite impacts and other disturbances above or below water all have the potential to generate a tsunami. In being generated by the displacement of water, a tsunami contrasts both with a normal ocean wave generated by wind and with tides, which are generated by the gravitational pull of the moon and the sun on bodies of water.<sup>97</sup>

Due to the immense volumes of water and energy involved, the effects of tsunamis can be devastating. Some meteorological storm conditions such as deep depressions associated with tropical cyclones, including hurricanes, can generate a storm surge which can be several meters above normal tide levels. This is due to the low atmospheric pressure within the center of the depression. As these storm surges come ashore, they may inundate large areas of land.

There is often no advance warning of an approaching tsunami. However, since earthquakes are often a cause of tsunami, any earthquake occurring near a body of water may generate a tsunami if it occurs at shallow depth, is of moderate or high magnitude, and the water volume and depth is sufficient.

Based on elevation, the southern reaches of Leon County are vulnerable to storm surges and tsunamis.

### Historical Occurrences

There are no records of storm surges or tsunamis directly affecting Leon County. An event that would have created such surges if it had come ashore south of Leon County occurred in 1993. Beginning on March 12 and subsiding on March 15, 1993, a large cyclonic storm swept through the eastern coast of the North America. Named the 1993 Superstorm or the Great Blizzard of 1993, this storm stretched from Central America to Canada, and was unique for its intensity, massive size, and wide-reaching effect. The Florida Panhandle reported up to four inches of snow, with hurricane-force wind gusts and record low barometric pressures. Between Louisiana and Cuba, hurricane-force winds produced extreme storm surges in the Gulf of Mexico, which along with scattered tornados killed dozens of people.<sup>98</sup> The Superstorm also produced substantial storm surge along the Gulf Coast from Apalachee Bay in the Florida panhandle to south of Tampa Bay. Storm surges in those areas reached up to 12 feet, higher than many hurricanes. The following figure displays estimated heights for storm surge produced by the 1993 Superstorm.

<sup>97</sup> <http://en.wikipedia.org/wiki/Tsunami>.

<sup>98</sup> Storm of the Century, Wikipedia, The Free Online Encyclopedia, 2009.  
<[http://en.wikipedia.org/wiki/Storm\\_of\\_the\\_Century\\_\(1993\)](http://en.wikipedia.org/wiki/Storm_of_the_Century_(1993))>

Figure 28: NOAA Estimate of Storm Surges along Florida's Gulf Coast, 13 March 1993.<sup>99</sup>



Despite the significant heights of storm surges associated with the 1993 Superstorm, the storm surge did not reach Leon County.

#### Estimated Impacts, Probability, and Extent

Storm surges and tsunamis are somewhat similar in the areas they affect. These include river and stream valleys and adjacent low-lying lands along the southern and southeastern borders of the County. High water, particularly moving water commonly associated with tsunamis, can damage

<sup>99</sup> Ibid.

structures and other property, and sweep away people, livestock, and other living beings and materials.

However, one critical difference is the time in which they can affect these areas. A storm surge associated with a hurricane can take up to a day or so to rise, whereas a tsunami can rise quickly. Citizens potentially affected by a storm surge, the range of which can be predicted as part of a hurricane or tropical storm, usually have 12-24 hours to leave for higher ground, and evacuations can be ordered as well. A tsunami on the other hand is relatively sudden, and there is usually little to no warning. The force of moving water moving across a normally dry landscape can devastate most structures and drown anyone caught in this sudden flood of water. As a tsunami recedes, there is an associated elevated risk of disease created by stagnant and contaminated water, as well as hazards associated with debris.

A storm surge from a Category 3, 4, or 5 hurricane would reach the southernmost areas of Leon County within the 100-year floodprone areas south of Oak Ridge Road and the county line (also known as the southern reaches of the Munson Slough) , and within the lowlands surrounding the St. Marks River in the extreme southeast corner of Leon County. The storm surge from a Category 5 hurricane is projected to reach almost all the way to Tram Road and Capital Circle as indicated in Figure 32. The level of expected flooding from a storm surge depends on many factors, but for a Category 5 hurricane, storm surges could reach 24' in depth in Leon County, as occurred during Hurricane Camille in 1969 in Mississippi. A 500-year tsunami would be approximately 10' in depth in Leon County for those areas indicated in Figure 31.

The impacts of this flooding would affect residential and other structures and associated infrastructure such as septic tanks, along with roadways within these areas. Injuries and fatalities would be very limited in these areas given advance warning and a mandatory evacuation. A tsunami, although unlikely, would provide little to possibly no warning, unlike a hurricane.

Based on this and the historical record, the probability of a tsunami affecting Leon County and the City of Tallahassee is **unlikely** as defined under Section 2.2.1 Risk. However, the probability based on the historical record of a storm surge event, which is associated with tropical cyclones affecting Leon County and the City of Tallahassee is **occasional** as defined under Section 2.2.1 Risk.

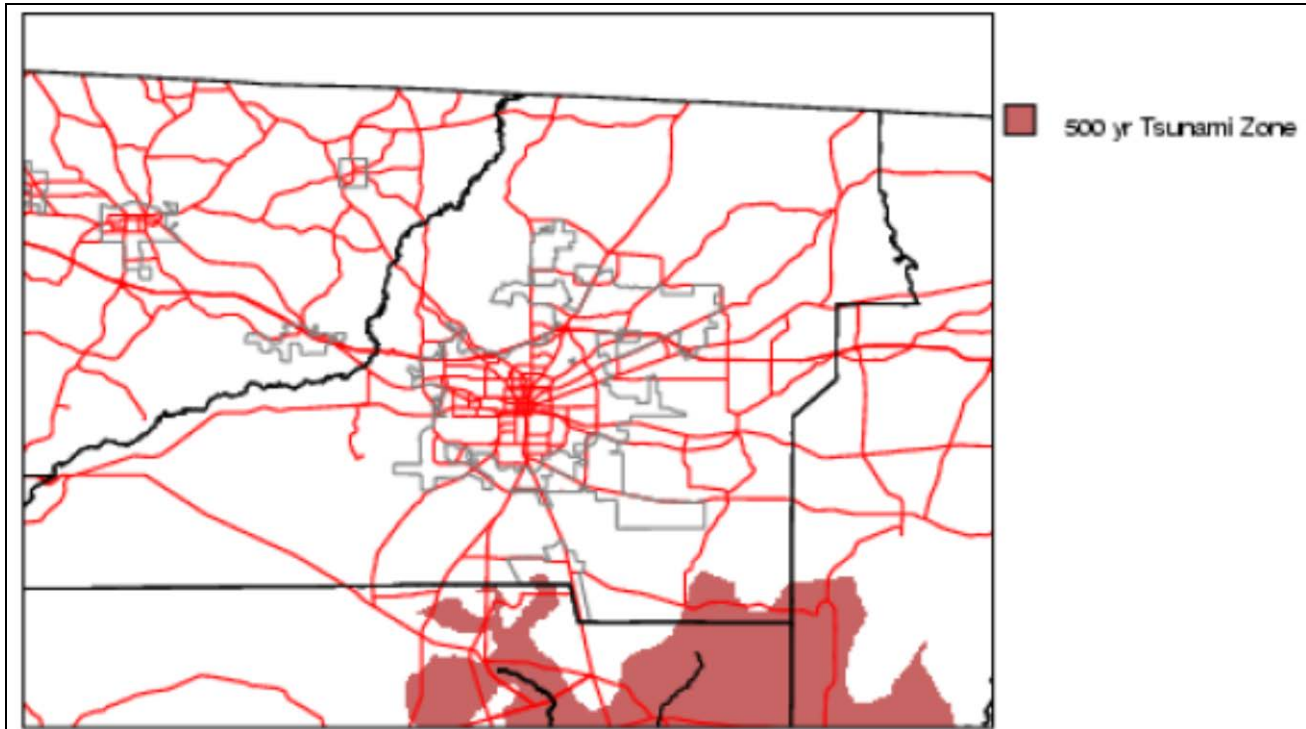
### Vulnerability Summary

The only available data indicating the potential reach of a tsunami is a map generated by a MEMPHIS model run that was prepared for the 2010 edition of the LMS by the Florida Division of Emergency Management. Figure 31 indicates a "500-year Tsunami Zone" that illustrates the hypothetical impacts from a model tsunami based on the associated sea level surge and topography. It is similar to the hurricane surge area map included below.

The southern portion of Leon County is vulnerable to storm surges and associated flooding. Figure 32 (also Figure 5 above) indicates surges associated with Category 1-5 hurricanes. Flooding from storm surges can be therefore expected as the result of strong hurricanes along the St. Marks River and Munson Slough, and within broader areas extending northwards into Leon County and possibly the extreme southernmost portions of the City of Tallahassee.



Figure 29: Leon County Tsunami Vulnerability MEMPHIS Map, 2005.



A 500-year tsunami as indicated in Figure 29 would affect approximately 30 residential structures east of Old Plank Road in the extreme SE portion of the county , a portion of Natural Bridge Road, and one small state park (Natural Bridge Battlefield Historic State Park). Approximately 40 residential structures would be also affected south of Sunflower Road west of Woodville Highway.

The worst-case event of a storm surge would be generated by a Category 5 hurricane. Flooding associated with this storm surge, as indicated in Figure 32, would likely affect the following developed features in Leon County:

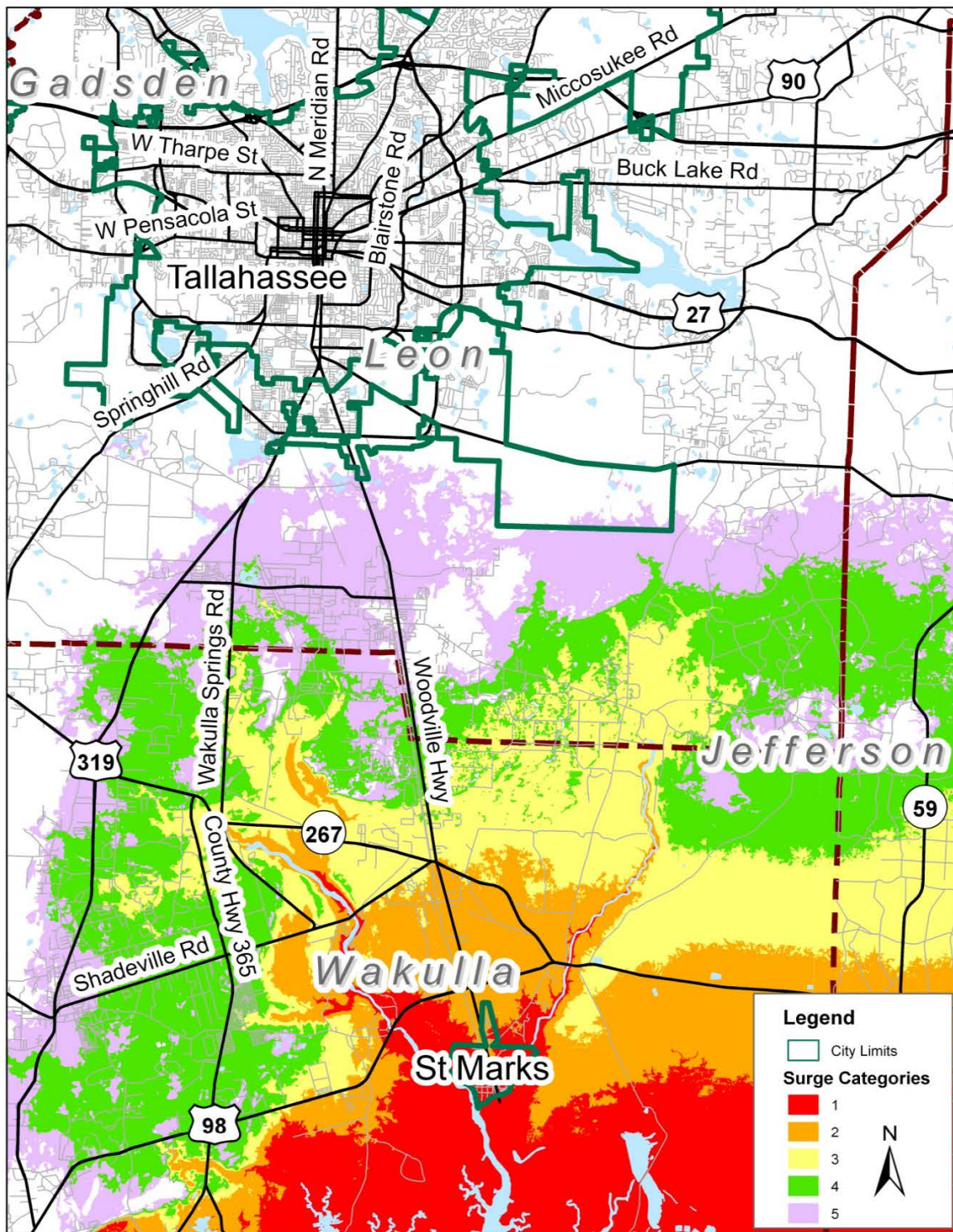
- Highways 319 South, 61 (Wakulla Springs Road), Woodville Highway, and all collector and local roadways in the southeast quadrant of the county south of Tram Road and east of Highway 319 South
- Approximately 2,900 residential parcels, five schools, 30 retail businesses, 17 religious/non-profit parcels, 20 warehouse parcels, eight office parcels, 11 multi-family parcels, and eight transportation/communications/utilities parcels. This would include approximately 12 mobile home clusters identified in Figure 12. These areas are within the area on Figure 30 indicated as the estimated storm surge associated with a Category 5 hurricane.

### Risk Assessment

Based on these data, storm surge and tsunamis are classified as a **low risk** to Leon County residents. Figure 32 indicates that the vast majority of residents in Leon County, the City of Tallahassee, and the unincorporated areas are not vulnerable to tsunami or storm surge events. There may be some residents who live in the extreme southern areas of the county in low-lying areas adjacent to river or stream tributaries that could be affected by storm surges or a tsunami.



Figure 30: Estimated Hurricane Storm Surge within Franklin and Leon counties.<sup>100</sup>



<sup>100</sup> Apalachee Regional Planning Council, 2009.

### **2.3.10 Dam Failure**

#### General Description and Location

A dam is defined as an artificial barrier with the ability to impound water, wastewater, or any liquid-borne material, for the purpose of storage or control of water. A dam failure is a catastrophic type of failure, characterized by the sudden, rapid, and uncontrolled release of impounded water or the likelihood of such an uncontrolled release.

Dam failures are usually a secondary effect of massive rainfall and flooding, and occur when too much water enters the spillway system. This will occur with little or no warning. Severe thunderstorms and heavy rainfall are contributory factors. Additionally, poor engineering or poor maintenance may also cause dam failures. According to the Federal Emergency Management Agency, dam failure can be attributed to one or more of the following reasons:

- overtopping caused by floods that exceed the capacity of the dam;
- deliberate acts of sabotage;
- structural failure of materials used in dam construction;
- movement and/or failure of the foundation supporting the dam;
- settlement and cracking of concrete or embankment dams;
- piping and internal erosion of soil in embankment dams; and
- inadequate maintenance and upkeep.

The largest earthen dam facility in Leon County is the Corn Hydroelectric Generating facility, which is operated by the City of Tallahassee's Electric Utility. Additionally, there are several smaller earthen dams throughout the City and the County. Information on these earthen dams is maintained by the Northwest Florida Water Management District (NFWMD), which reported 79 earthen dams in a 2009 inventory of dams in Leon County. There have been no new dams constructed since that time. The Tallahassee – Leon County Geographic Information Systems department maintains a combined list of 170 dams and water impoundment structures.

#### *Corn Hydroelectric Generating Station*

The City of Tallahassee operates the C.H. Corn Hydroelectric Power Plant located at the Talquin Dam (sometimes also known as the Jackson Bluff Dam) at the south end of Lake Talquin. This artificial lake is located on the Ochlockonee River in the far western part of Leon County. The waters of Lake Talquin come from the Ochlockonee River, the Little River, and local stormwater runoff. The drainage basin of the lake is approximately 1,720 square miles in size, and includes portions of South Georgia. There are no dams or other flow control devices upstream of the Corn facility.

Downstream, the flood stage is 22 feet at the Bloxham gauge station. The Ochlockonee River downstream of the facility is the boundary between Leon and Liberty Counties. The east side of the river is Leon County, and the west side of the river is Liberty County.

The City leases the dam and site of the power plant from the State of Florida under a 30-year lease with two (2) 10-year renewal options. The facility was originally constructed in the late 1920s by what is now known as Progress Energy Florida (PEF), formally known as Florida Power Corporation. PEF surrendered the license for the facility and transferred ownership of the facility to the state in the 1970s. The state operated this facility in order to maintain the lake as a recreational facility until 1981,

when the City leased the facility. The City re-licensed it for hydroelectric operation, and refurbished the facility. It is currently rated for 11 megawatts (MW) of electrical generation capacity. The Corn facility consists of the following components:

- **Powerhouse:** Consists of three generating units with a total rating of 11 MW. The generating units are operated when there is sufficient water available.
- **Concrete Spillway:** The concrete spillway is approximately 196 feet long and equipped with seven (7) floodgates and one (1) smaller trash gate. The floodgates are utilized during periods where the water flow is insufficient to operate the generating units and during periods of high flow when the flows exceed the generating unit flow capacity.
- **Earthen Dam:** The main earthen dam is a 3,600-foot long earthen dam, with a crest elevation of 77.0 feet. At the northern end of the earthen dam, there is an emergency spillway, crest elevation of 72.3 feet, equipped with a fuse plug, crest elevation 74.3 feet. In order to protect the main portion of the earthen dam, the fuse plug is designed to erode away if water passes over the fuse plug. If this were to occur, there would be an uncontrolled release of water from the lake, similar to what occurred in the 1950's when a portion of the dam failed.

The City maintains an emergency action plan (EAP) that is designed to address the failure of the dam. The City also utilizes the EAP as a part of the normal high water event response. The EAP provides for the communication routines in the event of a failure of the dam. In addition, The City actively works with emergency management personnel from potentially impacted counties (Leon, Liberty, Gadsden, Wakulla and Franklin) during any high water events to ensure that they are aware of the operations.

#### *Leon County Earthen Dams*

Earthen dams are the primary (but not only) type of dam facility within Leon County. Florida state law defines an earthen dam as "...a barrier to the flow of liquids which is constructed of naturally occurring soil and which is a component of a clay settling area."<sup>101</sup> In addition to the Corn Hydroelectric Power Plant, there are a significant number of earthen dams located throughout Leon County. According to the Northwest Florida Water Management District (NFWFMD), there are 79 earthen dams in Leon County. Generally, an earthen dam refers to any artificial or natural barrier that impounds waters of the state. Most earthen dams in Leon County are constructed for water retention serving agricultural functions. These dams are exempt from the NFWFMD's permitting system.

<sup>101</sup> Florida Statute, Chapter 62-672, Minimum Requirements for Earthen Dams; 62-672.200



Figure 31: Dam Locations, Leon County, Florida, 2014.

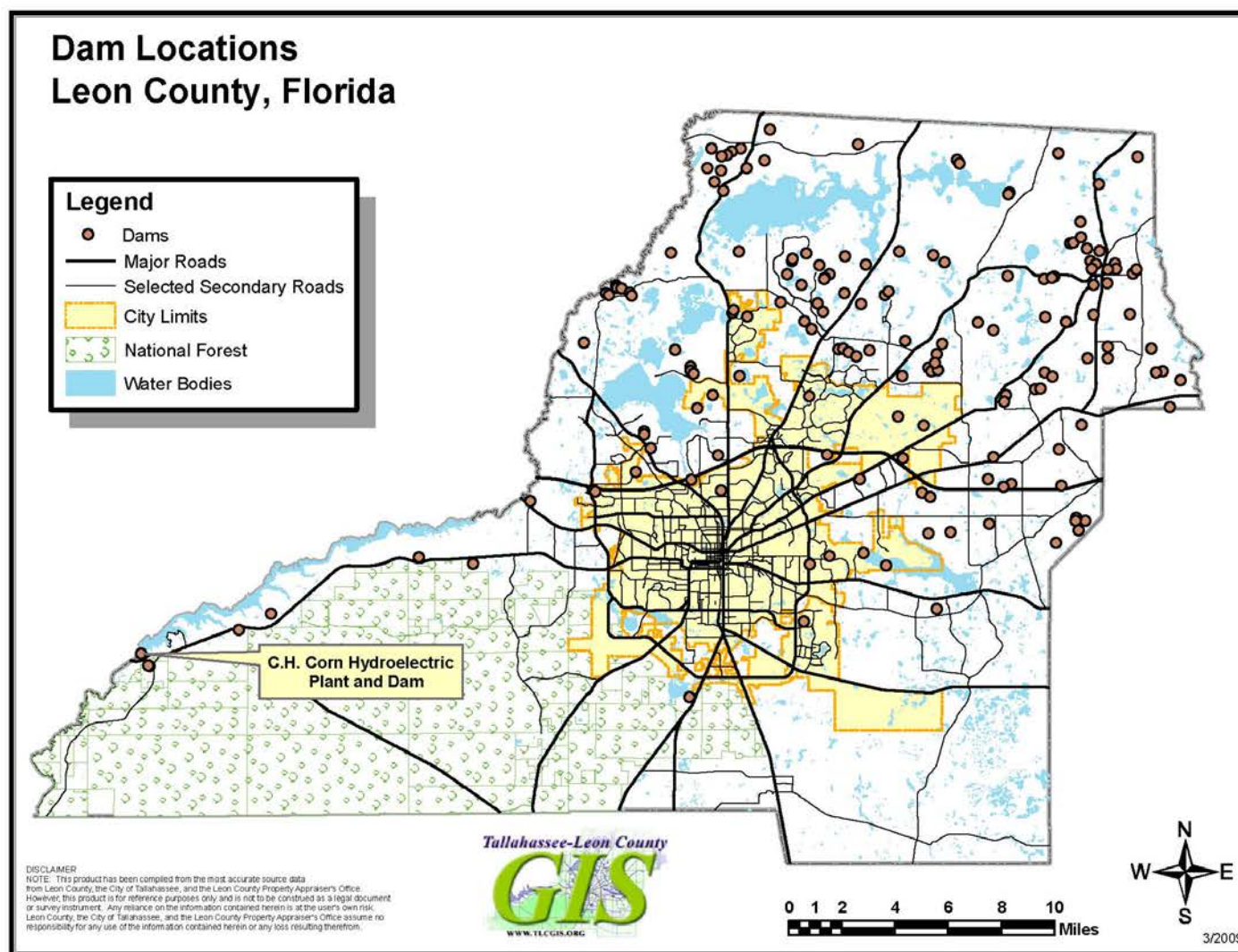


Table 2.38: Leon County Dams as of 2014.<sup>102</sup>

Dam Name	River	Height (ft.)	Storage (acre-ft.)	Year Completed	Hazard
MONKEY BUSINESS POND DAM	TR-LAKE IAMONIA	15	183	1958	L
UPPER DIANA LAKE DAM	TR-LAKE IAMONIA	27	624	1958	L
LOWER DIANA LAKE DAM	TR-LAKE IAMONIA	12	540	1973	L
PETTY GULF LAKE DAM	TR-LAKE IAMONIA	25	233	1972	L
PINEHILL LAKE DAM	TR-LAKE IAMONIA	12	150	1958	L
LAKE JEAN DAM	UNNAMED STREAM	14	214	1951	H
LOWER HUGGLE POND DAM	TAYLOR-HAMMOCK STREAM	23	417	1948	L
UPPER HUGGLE PON	TAYLOR-HAMMOCK STREA	20	426	1955	L
JACKSON BLUFF	OCHLOCKONEE	60	150000	1928	H
IRELAND DAM	TR-FOSHALEE SLOUGH	20	106	1958	L
EMMA LEE POND DM	TR-GOPHER BRANCH	22	51	1956	L
ALBERTA LAKE DAM	GOPHER STREAM	16	227	1946	L
LAKE LOUISE DAM	TR-PANTHER CREEK	12	115	1940	L
SHOMONIE LAKE DA	CARMINE BRANCH	16	227	1958	L
LAKE HERITAGE DAM	LAKE LAFAYETTE-OFFSTREAM	14	97	1952	L
DOUGLAS DAM	TR-ROBERTS POND	12	59	1962	L
PINEY"Z"LAKE DAM	ST MARKS RIVER	18	1129	1970	L
ALFORD POND DAM	TR-ST MARKS RIVER VA	8	80	1955	L
GULLY DAM	TR-OCHOCKNEE	18	65	1970	L
ROBERTS POND DAM	ROBERTS POND	15	50	1959	L
LANGLEY DAM	ALFORD ARM	17	340	1959	L
EDGE DAM	LAKE MICCOSUKEE	20	59	1950	L

### Historical Occurrences

The only recorded occurrence of a dam failure in Leon County has been at the Jackson Bluff Dam. A breach of this facility occurred in 1957 while it was being operated by PEF. There are no other records indicating a failure of the dams listed above since that time.<sup>103</sup>

<sup>102</sup> National Dam Inventory (2009) and Tallahassee – Leon County Geographic Information Systems (2014).

<sup>103</sup> Association of State Dam Safety Officials, <http://www.damsafety.org/news/?p=412f29c8-3fd8-4529-b5c9-8d47364c1f3e>.

Figure 34: 1957 Break in Jackson Bluff Dam.<sup>104</sup>



More recently, there have been two high water events that resulted in downstream flooding from the release of floodwaters. These events occurred during Tropical Storm Fay in 2008 and the heavy rain events in March and early April of 2009. These are not considered failures, but releases to avoid a potential failure event. No such additional events have occurred since 2009.

#### Estimated Impacts, Probability, and Extent

The hazard potential varies for individual earthen dams, and generally depends upon the volume of water supported by the dam along with the proximity to homes or other vulnerable structures downstream of the waterbody created by the dam. Because many dams are not subject to permitting and regular inspection, the data record is not sufficient to assess the hazard potential of many earthen dams. Nevertheless, dam safety in Florida is a shared responsibility among Florida's five water management districts, the Florida Department of Environmental Protection (DEP), the United States

<sup>104</sup> State Archives of Florida, Florida Memory, <http://floridamemory.com/items/show/2198>.

Army Corps of Engineers, local governments and private dam owners. These efforts are coordinated under the Florida Dam Safety Program.

In Northwest Florida, including Leon County, permits for the construction, alteration, repairs or abandonment of most dams are issued through the Environmental Resource Permitting Program, which is administered jointly between the District and DEP.

Owners of existing dams that needs to be repaired or who plan to build a new dam may need a permit to authorize the work. An individual Environmental Resource permit is required for the construction, alteration, repair, or abandonment of dams. There are additional safety and design criteria when the dam exceeds a height of 10 feet or impounds more than 50 acre-feet of water. This can apply to dams that create recreational ponds or lakes, as well as stormwater treatment facilities.

As of 2009, the National Dam Inventory listed far fewer structures in Leon County, but did include estimates of height, storage capacity, and drainage areas for listed dams. According to the Inventory, two farm pond dams were identified as high hazard potential, as indicated in Table 2.38. (The National Dam Inventory does not list dams by county at present due to security concerns.) These two dams include the Lake Jean Dam and the Jackson Bluff Dam. However, the Jackson Bluff Dam was evaluated approximately 13 years ago, and the existing fuse plug and emergency spillways were replaced, with a remote dike at the same crest level as the main embankment. Project construction commenced in September 2010, and was completed in August 2011.

The Florida Dam Safety Program also listed in a 2014 review the Killearn Lakes Dam as a “High Hazard Potential Dam.” This is a small dam in a residential area for a shallow lake that receives stormwater runoff from the surrounding area, and no additional information has been found to date concerning this dam.

### *Jackson Bluff Dam*

Floods typically evaluated in dam engineering include frequency based storms (e.g. 1-year through 500-year flood) and the Probable Maximum Flood (PMF), which is developed based upon the Probable Maximum Precipitation (PMP). The PMP is the greatest depth (amount) of precipitation, for a given storm duration, that is theoretically possible for a particular area and geographic location. The PMF is the flood that may be expected from the most severe combination of critical meteorological and hydrologic conditions that are reasonably possible in a particular drainage area.

Dams are designed or required to safely pass what is typically termed the Spillway Design Flood (SDF) or Inflow Design Flood (IDF), which typically ranges from the 100-year flood to the PMF. The selection of a SDF or IDF is usually based on the hazard category of the dam and the potential for loss of life or property damage that would result from a dam failure during a given flood.

There are three different potential flooding cases for the Corn Hydroelectric Generating facility (Jackson Bluff Dam). Two of the three are related to a failure of the dam and one is from high water events. These three types of events are:

1. **Sunny Day Breach:** Failure of the dam during a non-rain event.
2. **Rain Event Dam Breach:** Failure of the dam during a rain event.
3. **High Water Event:** Flooding downstream related to heavy rainfall and inflows.

The original IDF study for the Jackson Bluff was conducted in 1983 and determined the IDF is equivalent to one-half of the PMF.

The area downstream of the Talquin Dam is lightly populated and much of the area east of the Ochlockonee River is within the Apalachicola National Forest. Downstream from Jackson Bluff Dam, the Ochlockonee River travels through four counties before entering into the Gulf of Mexico. A camping area, a mobile home park, and a road with 45 homes are about a half-mile downstream from the dam. These residential developments are on relatively low ground.

A USGS real-time water level monitoring gauge (BLXF1) on Ochlockonee River near Bloxham (SR 20) is the closest gauge upstream to the area downstream of the dam that is vulnerable to flooding. The following flood stage elevations have been established for this location:

**BLXF1 Flood Categories (in feet)<sup>105</sup>**

Major Flood Stage:	30
Moderate Flood Stage:	24
Flood Stage:	22
Action Stage:	16

According to the Leon County Property Appraiser's database, as of 2014 there are at least 63 property parcels within the County adjacent to Crooked Road. Of these 63 parcels, 43 parcels have at least one residential structure onsite, and 20 parcels are vacant. The City's Electric Utility division maintains a notification list of Crooked Road residents, including their names, address and multiple contact phone numbers, as part of the Emergency Management Plan for the Power Plant.

The Franklin County CEMP states that "In the event of dam failure [of the Jackson Bluff and Jim Woodruff dams on the Ochlockonee River], the corresponding flooding would be similar to that of heavy rainfall." Nevertheless, in the event of a breach of the dam, the main impact will occur on Crooked Road, a residential area downstream of the facility on the Leon County side of the river. The USGS gauge record indicates that a flow slightly above the five-year flood would cause the river stage at a residential area half a mile downstream to rise to the flood stage, and some houses in this area would be flooded. The five-year flood is equivalent to only 12% of the total project capacity. Therefore, a catastrophic dam failure would exceed the five-year flood, and would affect this residential area. The maximum flood level, depending on the level of water behind the dam, could exceed 30' and be as high as 35'. This flood would be temporary only as the floodwaters would quickly move downstream.

Overall, the probability based on the historical record of a dam failure event affecting Leon County and the City of Tallahassee is **unlikely** as defined under Section 2.2.1 Risk.

105

<http://water.weather.gov/ahps2/river.php?wfo=tae&wfoid=18673&riverid=204345&pt%5B%5D=144211&pt%5B%5D=145549&pt%5B%5D=142249&pt%5B%5D=145546&pt%5B%5D=144493&pt%5B%5D=145993&allpoints=150692%2C144211%2C145549%2C142249%2C145546%2C144493%2C146946%2C151031%2C145993%2C146947&data%5B%5D=hydrograph>.



### Vulnerability Summary

Due to downstream residents, the Power Plant is classified as a high hazard facility by the Federal Energy Regulatory Commission (FERC). Under the terms of the Power Plant's FERC license, the City of Tallahassee's Electric Utility division is required to have an independent safety inspection performed on the facility every five years by an approved dam safety inspector. In addition, FERC itself conducts an annual operational inspection. The City also performs routine monitoring of the earthen dam to ensure that there are no indications of any structural integrity issues. According to Electric Utility division staff, the Crooked Road area is the only downstream residential community vulnerable in the event of a dam failure at this facility. This includes 63 parcels, of which 43 parcels have at least one residential structure onsite. The remaining 20 parcels are vacant.

The frequency of failure for earthen dams in Leon County is currently unknown. Life spans for earthen dams have generally exceeded fifty years. Further, most local dams are small and located in rural areas, and the downstream impacts of their failure would be relatively minimal, except perhaps during severe flooding events, in which case dam failure would exacerbate these situations. Based on these data, Leon County has limited vulnerability to dam failure.

### Risk Assessment

Based on the historical data, the low number of dams deemed hazardous (i.e., one farm pond), and the relatively stringent safety inspection requirements for the C.H. Corn Hydroelectric Power Plant and the Talquin Dam, the probability of a dam failure to residents, structures, infrastructure, and any critical facilities is considered to be a **low** risk.

## 2.11 Exotic Pest Infestations

### General Description and Location

As a result of international travel, trade, population growth, climate change, and other factors, infestations of exotic plants and animals, including insects, have increased in the last century in Florida. Invasive exotic plants and animals can alter native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with native species. The key term is “invasive;” many exotic species don’t thrive in Florida, but those that do are considered invasive. There are many examples of this in Florida, including its fresh and coastal water resources. Florida is one of the states most affected by invasive and other exotic species, given its hospitable warm climate, the abundance of rain, its diverse ecosystems, its many international visitors and residents, and its highly urbanized areas.

In response to concerns about exotic plants, the Florida Exotic Pest Plant Council was formed, and publishes an annual List of Invasive Plant Species (see Appendix K). The mission of the Florida Exotic Pest Plant Council is to support the management of invasive exotic plants in Florida’s natural areas by providing a forum for the exchange of scientific, educational, and technical information. The purpose of their annual list is to focus attention on:

- adverse effects exotic pest plants have on Florida’s biodiversity and native plant communities
- habitat losses in natural areas from exotic pest plant infestations
- impacts on endangered species via habitat loss and alteration
- need for pest plant management
- socio-economic impacts of these plants (e.g., increased wildfires or flooding in certain areas)
- changes in the severity of different pest plant infestations over time, and
- providing information to help managers set priorities for research and control programs.

More than 500 fish and wildlife nonnative species, also known as exotic species, have been observed in Florida. Not all nonnative species present a threat to native species, but some have become invasive by causing harm to native species, posing a threat to human health and safety, or causing economic damage. Many invasive plant and animal species that thrive in the hot, moist Everglades don’t fare as well in the state’s more northern pine-dominated forests, where freezing temperatures can occur on a more regular basis than in south Florida.

An invasive insect of particular concern in Leon County is the southern pine beetle (SPB). According to the Florida Division of Forestry, the SPB is one of five common species of pine bark beetles that occur throughout the Southeastern United States. The SPB, *Dendroctonus frontalis Zimmermann*, is the most destructive insect pest of pine in the southern United States. A recent historical review estimated that SPB caused \$900 million of damage to pine forests from 1960 through 1990. This aggressive tree killer is a native insect that lives predominantly in the inner bark of pine trees. Trees attacked by SPB often exhibit hundreds of resin masses (i.e., pitch tubes) on the outer tree bark. SPB feed on phloem tissue where they construct winding S-shaped or serpentine galleries. The galleries created by both the adult beetles and their offspring can effectively girdle a tree, causing its death. SPB also carry, and introduce into trees, blue-stain fungi. These fungi colonize xylem tissue and block water flow within the tree, also causing tree mortality. Consequently, once SPB have successfully colonized a tree, the tree cannot

survive, regardless of control measures.<sup>106</sup> The table below describes stages and symptoms associated with a southern pine beetle infestation.

Table 2.39: Stages of Southern Pine Beetle Attack.<sup>107</sup>

Symptom	Stage 1 Fresh attacks	Stage 2 Developing broods	Stage 3 Vacated trees
Foliage	Green	Green; fade to yellow before beetles emerge	Red; needles falling
Pitch tubes	Soft; white to light pink	Hardened; white	Hard; yellow; crumble easily
Checkered beetles	Adults crawling on the bark	Larvae in SPB galleries; pink or red; 1/2 inch long	Larvae and pupae are purple; occur in pockets in the outer bark
Bark	Tight; hard to remove	Loose; peels easily	Very loose; easily removed
Color of wood surface	white, except close to new adult galleries	Light brown with blue or black sections	Dark brown to black; may have sawyer galleries
Exit holes	----	May appear where parent beetles left the tree	Numerous; associated with brood adult emergence
Ambrosia beetle dust	----	White; begins to appear around the base of trees	Abundant at the base of trees

The Southern Pine Beetle occurs in Leon County. Other invasive plants and animals in Leon County at present (see Appendices I and J) include the following:

- Coral Ardisia or Scratchthroat (*Ardisia crenata*)
- Wild Taro (*Colocasia esculenta*)
- Water Hyacinth (*Eichhornia crassipes*)
- Hydrilla (*Hydrilla verticillata*)
- Glossy Privet (*Ligustrum lucidum*)
- Chinese Privet (*Ligustrum sinense*)
- Japanese Climbing Fern (*Lygodium japonicum*)
- Heavenly Bamboo (*Nandina domestica*)
- Torpedo Grass (*Panicum repens*)
- Tallow Tree or Popcorn Tree (*Sapium sebiferum*)
- Alligator Weed (*Alternanthera philoxeroides*)
- Channeled Apple Snail (Pomacea canaliculata group)

Although these species are not life-threatening, they can become serious agricultural pests that can also create significant natural resource impacts, as well as increasing the cost of public land management. Invasive plants and animals can crowd out or even eliminate over time natural species. As an example, the Channeled Apple Snail In Florida poses a potentially serious threat to the ecological health of rivers, lakes, and wetlands, due to their affinity for aquatic plants, their extremely high fecundity (reproductive capability), and their tolerance for a range of environmental conditions.

<sup>106</sup> University of Florida, Entomology and Nematology Department, [http://entnemdept.ufl.edu/creatures/trees/southern\\_pine\\_beetle.htm](http://entnemdept.ufl.edu/creatures/trees/southern_pine_beetle.htm).

<sup>107</sup> Forest Encyclopedia Network (2009), <http://www.forestencyclopedia.net/p/p2901>.

## Historical Occurrences

Southern pine beetle infestations have been a widespread occurrence throughout the southeastern United States, including throughout the state of Florida. Millions of dollars' worth of lumber has been destroyed in Florida as a result of southern pine beetle infestations. In response, the Florida Forest Service (previously the Division of Forestry) within the Florida Department of Agriculture and Consumer Services annually surveys the state to determine the level of infestations. The table below describes the historical occurrences of SPB infestations in Florida between 1995 and 2011.

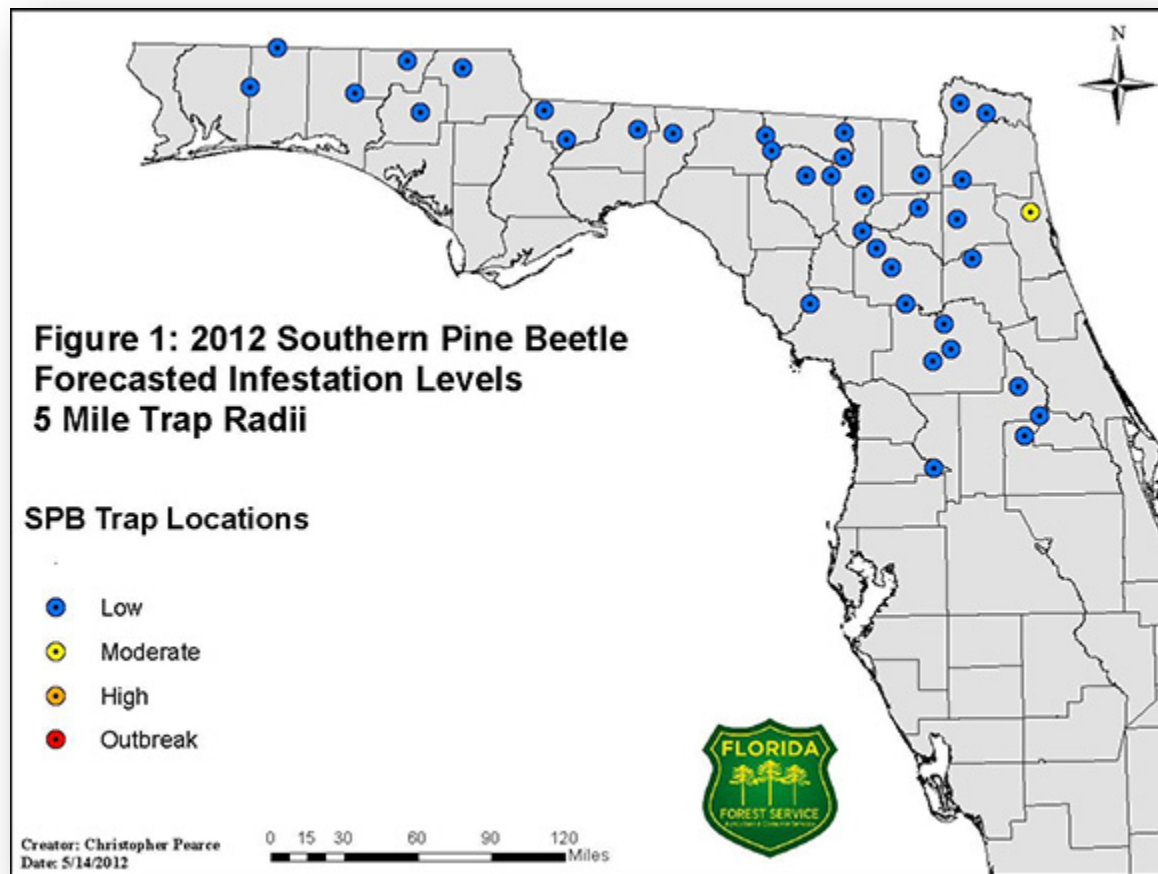
Table 2.40: Historical Occurrences of Southern Pine Beetle Infestations in Florida, 1995 – 2011.<sup>108</sup>

Year	No. of Counties Trapped	SPB/Trap/Day	% SPB	Prediction Trend/Level	No. of Infestations
1995	10	21.0	66	Increasing/Moderate	718
1996	19	0.3	34	Declining/Low	61
1997	19	0.5	22	Static/Low	863
1998	19	7.2	59	Increasing/Low	34
1999	20	1.4	38	Declining/Low	220
2000	21	13.2	62	Increasing/Moderate	1,172
2001	23	45.0	69	Increasing/High	2,892
2002	26	47.0	80	Increasing/High	650
2003	27	2.0	45	Declining/Low	2
2004	27	0.6	19	Static/Low	16
2005	26	4.8	36	Static/Low	7
2006	25	1.0	15	Static/Low	3
2007	26	0.4	25	Static/Low	46
2008	26	0.4	27	Static/Low	?
2009	26	0.7	21	Static/Low	15
2010	26	0.2	25	Static/Low	1
2011	26	0.2	25	Static/Low	

These data indicate that Southern Pine Beetle infestations in Leon County and throughout Florida have declined in recent years. The 2012 survey results suggest that SPB populations will remain low at all but one trap location in the 26 counties surveyed across northern and central Florida (Figure 35). Both the total number of SPB/trap/day and %SPB remained static and relatively unchanged from 2011. This suggests that the generally low levels of SPB activity that the state has experienced since 2003 will continue.

<sup>108</sup> Florida Department of Agriculture and Consumer Services (2015), <http://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Our-Forests/Forest-Health/Forest-Insects/Southern-Pine-Beetle/Spring-Pheromone-Trap-Forecast>.

Figure 33: 2012 Southern Pine Beetle Forecasted Infestation Levels.<sup>109</sup>



Other invasive species identified above have existed in Leon County for a decade or more. The Channeled Apple Snail as an example occurs in the Lake Munson, Lake Lafayette, and Lake Jackson watersheds. It has eliminated nearly all natural aquatic vegetation in Lake Munson, which affects fish and other wildlife habitat, and is also found in Lake Jackson, a State Aquatic Preserve.

#### Estimated Impacts, Probability, and Extent

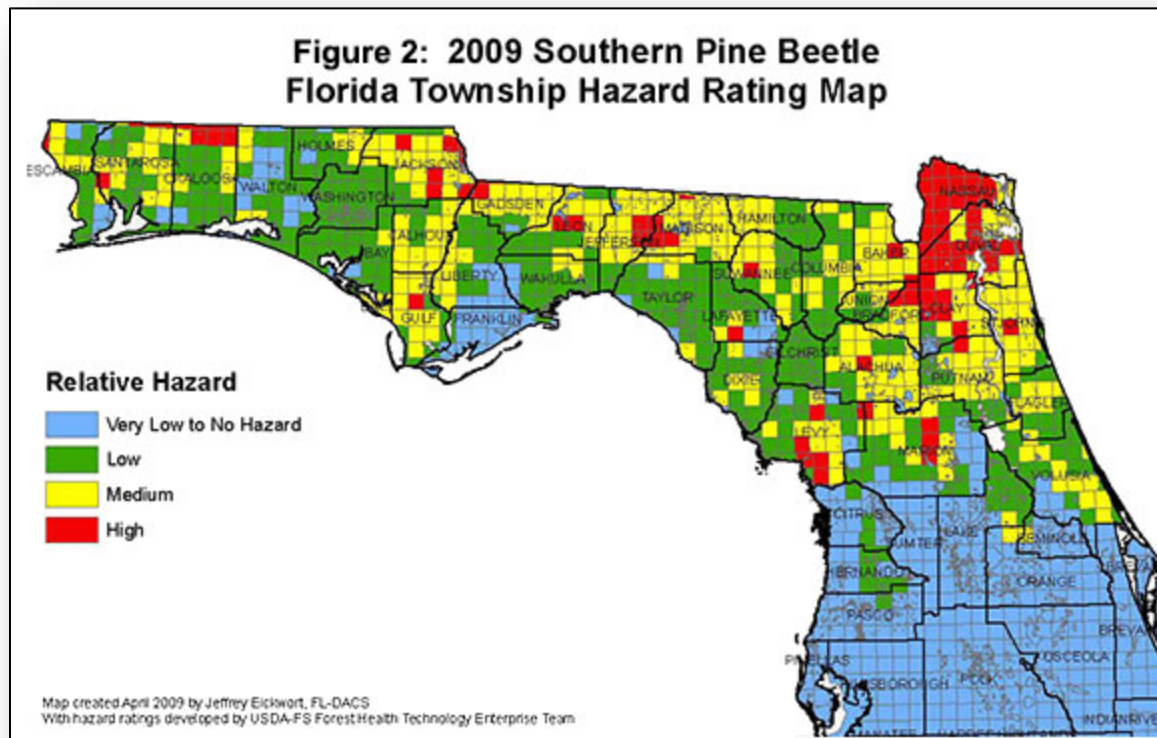
SPB outbreaks are periodic events that occur roughly on 6-12 year cycles and in general last two to three years. Between outbreaks, there can be several years with very few or no infestations, characteristic of the past six years in Florida.

The Southern Pine Beetle Florida Township Hazard Rating Map is based on a model developed by the USDA Forest Service - Forest Health Technology Enterprise Team as part of a hazard mapping project for the southeastern United States. The model computes hazard scores based on input variables that estimate the density and basal area of the most susceptible host pine species (e.g., loblolly and shortleaf pine) and soil drainage characteristics. Each township score represents an average for the

<sup>109</sup>Florida Department of Agriculture and Consumer Services (2015), <http://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Our-Forests/Forest-Health/Forest-Insects/Southern-Pine-Beetle/2012-Southern-Pine-Beetle-Forecast>.

forested areas within the township. The hazard map is subject to change from year to year with changing forest conditions and improvements made to the hazard model. Hazard is an estimate of where SPB infestations may be likely to develop based on forest conditions; it does not mean that SPB infestations are predicted for a certain area in a given year.

Figure 34: Southern Pine Beetle Florida Township Hazard Rating Map 2009.<sup>110</sup>



The FFS classifies and describes the risk of SPB activities as follows:

1. **High Hazard:** Areas where current forest conditions are exceptionally conducive to chronic SPB activity and/or an area-wide SPB epidemic at virtually any time.
2. **Moderate Hazard:** Areas where current forest conditions may periodically harbor SPB activity and occasionally incur and sustain relatively numerous, enlarging, and/or widespread SPB activity that has a moderate potential of attaining outbreak proportions.
3. **Low Hazard:** Areas where current forest conditions are capable of sustaining some scattered infrequent or otherwise local/limited occurrences of SPB, and there is little chance of an area-wide outbreak.
4. **No Hazard:** Areas where there currently is virtually no known potential for any SPB activity.

<sup>110</sup> Florida Department of Agriculture and Consumer Services (2015),

Other invasive species identified above are well-established in many areas of Leon County and the City of Tallahassee at present. Many terrestrial species exist within lands managed by the federal government and the State of Florida, as well as those managed by local government. Different plant species in different ecological niches or habitats, but they are present and expanding in some areas. Land and waterbody managers have a variety of programs to try to manage these species, but complete eradication of these species is unlikely.

With the exception of the Southern Pine Beetle, there have been no formal countywide surveys to date of other invasive plant or animals. Individual Land and waterbody managers have tallied invasive species for those areas or features they manage, but there are no known summaries of impacts and extent for these species. Nonetheless, the probability based on the historical record of an exotic pest infestations affecting Leon County and the City of Tallahassee is **highly likely** as defined under Section 2.2.1 Risk.

#### Vulnerability Summary

Most forested areas of Leon County, including the urban area of the City of Tallahassee, are vulnerable to SPB infestations, which is exacerbated by drought, particularly during the summer. Over half the land area of Leon County is heavily forested with various mixed and pure stands of pine trees of various species, which increases the risk for SPB infestation.

Other species as previously described have established themselves in Leon County. As climate change continues, it is likely that additional species will establish themselves as climatic conditions favorable to these species (such as increased heat and/or rainfall) continue, or if these species are brought to this area via birds (in the case of seeds), conveyances such as boats, trucks, or other vehicles, or by humans (such as exotic landscape plants).

#### Risk Assessment

Despite the recent decline in rates of SPB infestations and the results of the 2012 statewide survey, there remains a threat to forest resources within Leon County from SPBs. In response, management plans for state-owned conservation lands within Leon County, including the Alfred B. Maclay Gardens State Park Unit Management Plan, require the regular monitoring of forestry conditions for SPBs and other exotic invasives, as well as outlining procedures for preventing southern pine beetle infestations.

The presence of exotic invasive plants and animals does not present a significant health threat to humans or to structures at present, and is therefore considered a **low** risk.

### 2.3.12 Diseases and Pandemics

#### General Description and Location

A pandemic is a global disease outbreak. The internationally accepted definition of a pandemic as it appears in the Dictionary of Epidemiology is: “An epidemic occurring worldwide, or over a very wide area, crossing international boundaries and usually affecting a large number of people.”

This definition can apply to other infections subject to global spread, e.g. cholera and HIV. There is no element of severity in it: while some pandemics are severe in the disease they cause in some individuals or at a population level, not all pandemics are severe.

The World Health Organization (WHO) has developed a more technical set of requirements for a pandemic. These criteria, which apply to the organisms that create disease, include:

- Ability to infect humans
- Ability to cause disease in humans
- Ability to spread from human to human quite easily.

Severity has never been part of the WHO definition of a pandemic. Influenza is an example of an interpandemic (seasonal) pandemic. According to WHO, pandemic outbreaks or incidences of influenza occur approximately every 35 years. These outbreaks typically last a duration of one to three years. Influenza pandemics are usually transmitted worldwide in six to nine months, and are typically characterized by one to three waves lasting four to eight weeks per wave. The table below describes the phases of a pandemic, as identified by WHO.



Table 2.41: Pandemic Phases.<sup>111</sup>

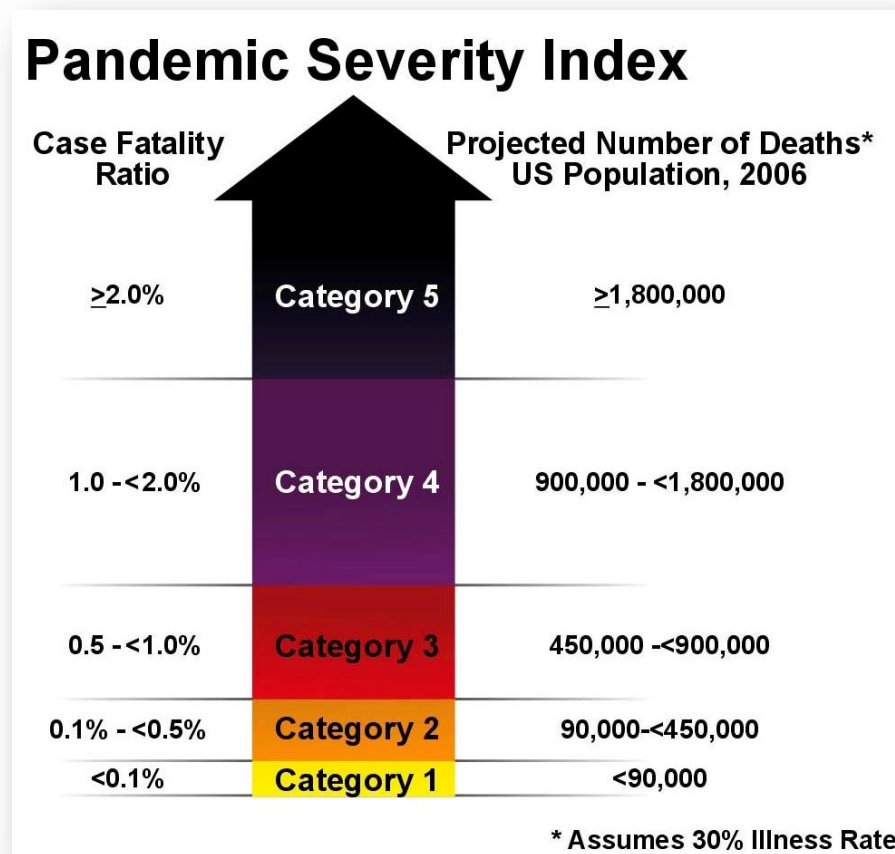
Phases	Description
One	No animal influenza virus circulating among animals has been reported to cause infection in humans.
Two	An animal influenza virus circulating in domesticated or wild animals is known to have caused infection in humans and is therefore considered a specific potential pandemic threat.
Three	An animal or human-animal influenza reassortant virus has caused sporadic cases or small clusters of disease in people, but has not resulted in human-to-human transmission sufficient to sustain community-level outbreaks.
Four	Human-to-human transmission of an animal or human-animal influenza reassortant virus able to sustain community-level outbreaks has been verified.
<b>Pandemic</b>	
Five	The same identified virus has caused sustained community level outbreaks in two or more countries in one WHO region.
Six	In addition to the criteria defined in Phase 5, the same virus has caused sustained community level outbreaks in at least one other country in another WHO region.
Post-peak	Levels of pandemic influenza in most countries with adequate surveillance have dropped below peak levels.
Possible new wave	Level of pandemic influenza activity in most countries with adequate surveillance rising again.

The increased morbidity (sickness) and mortality (death) associated with severe pandemics can result in social disruption and economic disruption. In an effort to create a rational planning tool for communities to measure pandemics, the Centers for Disease Control and Prevention (CDC) for use by states, communities, businesses and schools, as part of a drive to provide more specific community-level prevention measures, created the Pandemic Severity Index (PSI). The PSI is a proposed classification scale similar in structure to the Saffir-Simpson Hurricane Scale for reporting the severity of influenza pandemics in the United States.

The following figure summarizes the PSI. The PSI is intended to guide local pandemic preparedness efforts based on scenario-based contingency planning. This planning tool is also intended to define which pandemic mitigation strategies are appropriate for implementation based on case fatality ratio, excess death rate, and illness rate caused by the pandemic.

<sup>111</sup> WHO pandemic phases (WHO 2009),  
[http://www.ecdc.europa.eu/en/healthtopics/pandemic\\_preparedness/basic\\_facts/pages/who\\_pandemic\\_phases.aspx](http://www.ecdc.europa.eu/en/healthtopics/pandemic_preparedness/basic_facts/pages/who_pandemic_phases.aspx).

Figure 35: Pandemic Severity Index, 2007.<sup>112</sup>



The PSI is accompanied by a set of guidelines for communities to follow in potential pandemic situations. These guidelines include:

- Isolation and treatment of people who have suspected or confirmed cases of pandemic influenza
- Voluntary home quarantine of household contacts of those with suspected or confirmed pandemic influenza
- Dismissing school classes and closing daycare centers
- Changing work schedules and canceling large public gatherings

These guidelines when implemented can have an overall effect of reducing the number of new cases of the disease, but they can create potentially adverse consequences in terms of community and social disruption. The measures should have the most noticeable impact if implemented uniformly by organizations and governments across the US. A more detailed description of these guidelines is presented in the following table.

<sup>112</sup> Centers for Disease Control and Prevention, 2007.

Table 2.42: Community Strategies by Pandemic Influenza Severity.<sup>113</sup>

	<b>Pandemic Severity Index</b>		
<b>Interventions by Setting</b>	<b>1</b>	<b>2 and 3</b>	<b>4 and 5</b>
<b>Home</b>			
<b>Voluntary isolation</b> of ill at home (adults and children); combine with use of antiviral treatment as available and indicated	Recommend	Recommend	Recommend
<b>Voluntary quarantine</b> of household members in homes with ill persons (adults and children); consider combining with antiviral prophylaxis if effective, feasible, and quantities sufficient	Generally not recommended	Consider	Recommend
<b>School</b>			
<b>Child social distancing</b> –dismissal of students from schools and school-based activities, and closure of child care programs –reduce out-of-school contacts and community mixing	Generally not recommended	Consider: ≤ 4 weeks	Recommend: ≤ 12 weeks
	Generally not recommended	Consider: ≤ 4 weeks	Recommend: ≤ 12 weeks
	<b>Pandemic Severity Index</b>		
<b>Interventions by Setting</b>	<b>1</b>	<b>2 and 3</b>	<b>4 and 5</b>
<b>Workplace/Community</b>			
<b>Adult social distancing</b>  –decrease number of social contacts (e.g., encourage teleconferences, alternatives to face-to-face meetings)  –increase distance between persons (e.g., reduce density in public transit, workplace)  –modify, postpone, or cancel selected public gatherings to promote social distance (e.g., stadium events, theater performances)  –modify workplace schedules and practices (e.g., telework, staggered shifts)	Generally not recommended	Consider	Recommend
	Generally not recommended	Consider	Recommend
	Generally not recommended	Consider	Recommend
	Generally not recommended	Consider	Recommend

Diseases and Pandemics can affect all or portions of Leon County and the City of Tallahassee.

<sup>113</sup> Handbook for Pandemic and Mass-casualty Planning and Response. Volume 100 NATO Science for Peace and Security Series - E: Human and Societal Dynamics Edited by Elin A. Gursky, Boris Hrečkovski. 2012.

## Historical Occurrences

### *Influenza*

Annual influenza epidemics are estimated to affect 5–15% of the global population. Although most cases are mild, these epidemics still cause severe illness in 3–5 million people and 250,000–500,000 deaths worldwide. On average 41,400 people die of influenza-related illnesses each year in the United States, based on data collected between 1979 and 2001. In industrialized countries, severe illness and deaths occur mainly in the high-risk populations of infants, the elderly and chronically ill patients, although the H1N1 flu outbreak (like the 1918 Spanish flu) differs in its tendency to affect younger, healthier people.

Throughout the 20<sup>th</sup> century, there were three influenza pandemics occurring in 1918, 1957, and 1968. Though estimates vary, the influenza epidemic that swept the world in 1918 is estimated to have killed 50 to 100 million people. The 1918 pandemic, or the “Spanish Flu,” affected approximately one-fifth of the world’s population. Within months, it had killed more people than any other illness in recorded history. The plague emerged in two phases. In late spring of 1918, the first phase, known as the “three-day fever,” appeared without warning. Few deaths were reported. Victims recovered after a few days. When the disease surfaced again that fall, it was far more severe. In the U.S., about 28% of the population suffered, and 500,000 to 675,000 died.

Recently, concerns have been raised as to the potential for a global avian influenza (A-H5N1) pandemic. The first time influenza A-H5N1 infected humans occurred in Hong Kong in 1997 followed by a resurfacing of the virus in Vietnam and Thailand in late 2003. The westward spread of the virus began in 2004. While person to person transmission of the disease has been limited, health experts are concerned that as H5N1 continues to evolve it will become better adapted to humans and result in sustained and efficient person-to-person transmission with a global impact similar to 1918 pandemic levels. In November 2004, the director for the western region of the World Health Organization said that an influenza pandemic was inevitable and called for urgent plans to combat the virus.

Nearly 650 cases of human cases of H5N1 have been reported from 15 countries since 2003, with 375 confirmed fatalities. The following table indicates the number of cases and deaths by time, and Figure 39 depicts the spread of H5N1 avian influenza across the African and Asian continents and the number of confirmed cases as of March 11, 2009.

Table 2.43.<sup>114</sup>

### Cumulative number of confirmed human cases for avian influenza A(H5N1) reported to WHO, 2003-2013

Country	2003-2009*		2010		2011		2012		2013		Total	
	cases	deaths	cases	deaths	cases	deaths	cases	deaths	cases	deaths	cases	deaths
Azerbaijan	8	5	0	0	0	0	0	0	0	0	8	5
Bangladesh	1	0	0	0	2	0	3	0	1	1	7	1
Cambodia	9	7	1	1	8	8	3	3	11	8	32	27
China	38	25	2	1	1	1	2	1	2	2	45	30
Djibouti	1	0	0	0	0	0	0	0	0	0	1	0
Egypt	90	27	29	13	39	15	11	5	4	3	173	63
Indonesia	162	134	9	7	12	10	9	9	0	0	192	160
Iraq	3	2	0	0	0	0	0	0	0	0	3	2
Lao People's Democratic Republic	2	2	0	0	0	0	0	0	0	0	2	2
Myanmar	1	0	0	0	0	0	0	0	0	0	1	0
Nigeria	1	1	0	0	0	0	0	0	0	0	1	1
Pakistan	3	1	0	0	0	0	0	0	0	0	3	1
Thailand	25	17	0	0	0	0	0	0	0	0	25	17
Turkey	12	4	0	0	0	0	0	0	0	0	12	4
Viet Nam	112	57	7	2	0	0	4	2	2	1	125	62
<b>Total</b>	<b>468</b>	<b>282</b>	<b>48</b>	<b>24</b>	<b>62</b>	<b>34</b>	<b>32</b>	<b>20</b>	<b>20</b>	<b>15</b>	<b>630</b>	<b>375</b>

\* 2003-2009 total figures. Breakdowns by year available on next table

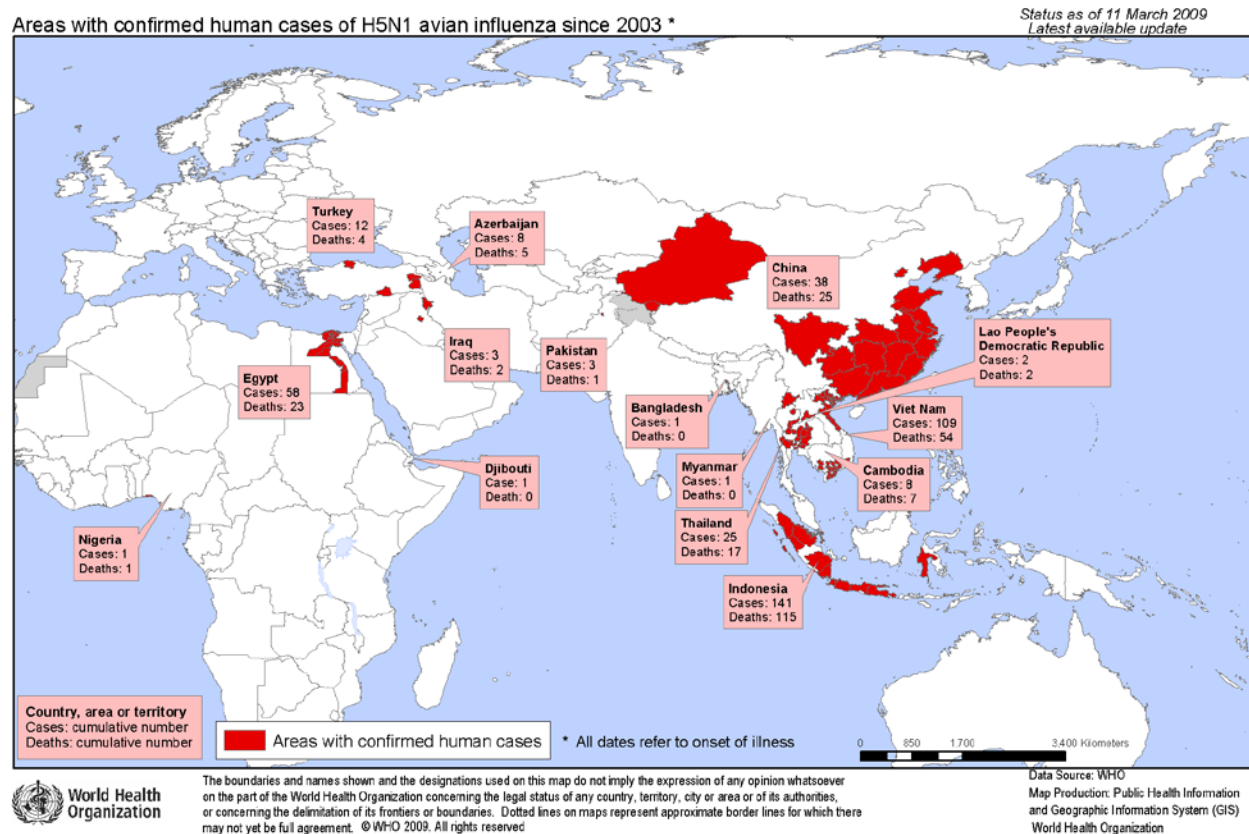
Total number of cases includes number of deaths  
WHO reports only laboratory cases  
All dates refer to onset of illness

Source: WHO/GIP, data in HQ as of 04 June 2013



<sup>114</sup> [http://www.who.int/influenza/human\\_animal\\_interface/EN\\_GIP\\_20130604CumulativeNumberH5N1cases.pdf](http://www.who.int/influenza/human_animal_interface/EN_GIP_20130604CumulativeNumberH5N1cases.pdf).

Figure 36: Areas with Confirmed Human Cases of Avian Influenza (H5N1), 2003 – 2009.<sup>115</sup>



### Swine Influenza

Swine influenza (swine flu) is a respiratory disease of pigs caused by type A influenza viruses that regularly cause outbreaks of influenza in pigs. Influenza viruses that commonly circulate in swine are called “swine influenza viruses” or “swine flu viruses.” Like human influenza viruses, there are different subtypes and strains of swine influenza viruses. The main swine influenza viruses circulating in U.S. pigs in recent years are:

- swine triple reassortant (tr) H1N1 influenza virus
- trH3N2 virus
- trH1N2 virus<sup>116</sup>

Swine flu viruses do not normally infect humans. However, sporadic human infections with swine influenza viruses have occurred. When this happens, these viruses are called “variant viruses.” They also can be denoted by adding the letter “v” to the end of the virus subtype designation. Human infections with H1N1v, H3N2v and H1N2v viruses have been detected in the United States.

The H1N1 flu virus caused a world-wide pandemic in 2009. It is now a human seasonal flu virus that also circulates in pigs. According to the latest WHO statistics (July 2010), the virus has killed more than 18,000 people since it appeared in April 2009.<sup>117</sup> Several of these fatalities have occurred in Florida.

<sup>115</sup> World Health Organization, Epidemic and Pandemic Alert and Response.

[http://www.who.int/csr/disease/avian\\_influenza/en/](http://www.who.int/csr/disease/avian_influenza/en/).

<sup>116</sup> U.S. Centers for Disease Control and Prevention < <http://www.cdc.gov/flu/swineflu/>>.

<sup>117</sup> [http://en.wikipedia.org/wiki/2009\\_flu\\_pandemic](http://en.wikipedia.org/wiki/2009_flu_pandemic).

The Leon County Health Department confirmed in early 2014 that there have been one or more cases of H1N1 in Leon County. However, it is not currently possible under the federal Health Insurance Portability and Accountability Act to gather statistics from local hospitals regarding the specific number of cases and possible deaths from H1N1. Furthermore, H1N1 is not a recordable illness in the state of Florida, meaning cases of death specifically relating to H1N1 involving people 18 or older are not recorded or required to be reported to the FDH in Leon County.<sup>118</sup>

### *Ebola*<sup>119 120</sup>

Ebola virus disease (EVD), Ebola hemorrhagic fever (EHF), or simply Ebola is a disease of humans and other primates caused by a virus. Symptoms start two days to three weeks after contracting the virus, with a fever, sore throat, muscle pain and headaches. Typically, vomiting, diarrhea and rash follow, along with decreased function of the liver and kidneys. Around this time, affected people may begin to bleed both within the body and externally.

The virus may be acquired upon contact with blood or bodily fluids of an infected animal. Spreading through the air has not been documented in the natural environment. Fruit bats are believed to be a carrier and may spread the virus without being affected. Once human infection occurs, the disease may spread between people, as well. Male survivors may be able to transmit the disease via semen for nearly two months. To make the diagnosis, typically other diseases with similar symptoms such as malaria, cholera and other viral hemorrhagic fevers are first excluded. To confirm the diagnosis, blood samples are tested for viral antibodies, viral RNA, or the virus itself.

Prevention includes decreasing the spread of disease from infected animals to humans. This may be done by checking such animals for infection and killing and properly disposing of the bodies if the disease is discovered. Properly cooking meat and wearing protective clothing when handling meat may also be helpful, as are wearing protective clothing and washing hands when around a person with the disease. Samples of bodily fluids and tissues from people with the disease should be handled with special caution. No specific treatment for the disease is yet available.

The 2014 Ebola outbreak is the largest in history and the first Ebola epidemic the world has ever known—affecting multiple countries in West Africa. A small number of cases in Lagos and Port Harcourt, Nigeria, have been associated with a man from Liberia who traveled to Lagos and died from Ebola, but the virus does not appear to have been widely spread in Nigeria. The case in Senegal is related to a man who traveled there from Guinea.

CDC has issued a Warning, Level 3 travel notice for three countries. U.S. citizens should avoid all nonessential travel to Guinea, Liberia, and Sierra Leone. CDC has issued an Alert, Level 2 travel notice for Nigeria. Travelers to Nigeria should take enhanced precautions to prevent Ebola. CDC has also issued an Alert, Level 2 travel notice for the Democratic Republic of the Congo (DRC). A small number of Ebola cases have been reported in the DRC, though current information indicates that this outbreak is not related to the ongoing Ebola outbreaks in Guinea, Liberia, Nigeria and Sierra Leone.

As of October 2014, at least one confirmed Ebola case has been reported in the United States. Another four U.S. health workers infected with Ebola virus in West Africa were transported to hospitals in the

<sup>118</sup> <http://www.thefamuanonline.com/news/view.php/774999/Health-department-confirms-H1N1-cases-in>.

<sup>119</sup> [http://en.wikipedia.org/wiki/Ebola\\_virus\\_disease](http://en.wikipedia.org/wiki/Ebola_virus_disease).

<sup>120</sup> <http://www.cdc.gov/vhf/ebola/outbreaks/2014-west-africa/index.html>.

United States. Two of the patients have recovered and been released from the hospital after laboratory testing confirmed that they no longer have Ebola virus in their blood. CDC has advised that there is no public health concern with their release and that they do not pose a risk to household contacts or to the public.

Although the risk of an Ebola outbreak in the United States is very low, CDC is working with other U.S. government agencies, the World Health Organization (WHO), and other domestic and international partners and has activated its Emergency Operations Center to help coordinate technical assistance and control activities with its government, non-profit, profit, and other partners. CDC has also deployed teams of public health experts to West Africa and will continue to send experts to the affected countries.

#### Estimated Impacts, Probability, and Extent

Though there have been no recent occurrences of major pandemics in Leon County, the potential impact of a pandemic on the local population was estimated using a Center for Disease Control computer model for the 2010 LMS. This model is still available online at <http://www.cdc.gov/flu/pandemic-resources/tools/flusurge.htm>.

FluSurge 2.0, a program created by the CDC, was utilized by local government staff in 2009 to assess the potential impacts of a pandemic influenza outbreak on the local population in Leon County. FluSurge 2.0 calculates the likely number of hospital admissions and death based on local healthcare facilities and equipment and the age of the local population. Young children and older adults (65 years and older) are considered particularly vulnerable groups of the population.

FluSurge 2.0 was used to model scenarios with varying attack rates, or exposure levels. A 15 percent attack rate was used to create a low-impact scenario and a 25 percent attack rate was used to create a medium-impact or moderate scenario. Lastly, a high-impact or severe scenario was created using a 35 percent attack rate, which is similar to conditions experienced during the deadly 1918 influenza pandemic.

#### *Leon County Pandemic Influenza Vulnerability Analysis*

Based on analysis of current population and local healthcare facilities, FluSurge 2.0 was used in 2009 to generate a pandemic influenza scenario in Leon County.

Based on the results of this analysis, a pandemic modeled on conditions during the 1918 influenza pandemic lasting six to eight weeks with a 35 percent impact rate would result in 1,140 hospitalizations and 210 deaths in Leon County. The results of this analysis for the 35 percent impact rate (similar to the 1918 influenza pandemic) only are displayed the following table below for Leon County, the unincorporated area only, and the incorporated area.



Table 2.44: Leon County Pandemic Influenza Impact, 2009 (Assumes 35% of Population Affected for a Duration of 6 -8 Weeks).

Pandemic Influenza Impact / Weeks		1	2	3	4	5	6	7	8
<b>Hospital Admission</b>	Weekly admissions	137	194	239	239	194	137		
	Peak admissions/day			37	<b>37</b>				
<b>Hospital Capacity</b>	# of influenza patients in hospital	101	143	176	182	161	127		
	% of hospital capacity needed	11%	16%	20%	<b>20%</b>	18%	14%		
<b>ICU Capacity</b>	# of influenza patients in ICU	21	38	49	53	51	42		
	% of ICU capacity needed	20%	38%	48%	<b>52%</b>	50%	41%		
<b>Ventilator Capacity</b>	# of influenza patients on ventilators	10	19	25	26	26	21		
	% usage of ventilator	12%	23%	30%	<b>32%</b>	31%	25%		
<b>Deaths</b>	# of deaths from influenza			25	36	44	44	36	25
	# of influenza deaths in hospital			18	25	31	31	25	18

#### *City of Tallahassee Pandemic Influenza Vulnerability Scenario*

Based on the results of this analysis, a pandemic modeled on conditions during the 1918 influenza pandemic lasting six to eight weeks with a 35 percent impact rate would result in 723 hospitalizations and 131 deaths in the City of Tallahassee. The results of this analysis for the City of Tallahassee are displayed in the tables and figures below.

Table 2.45: City of Tallahassee\_Pandemic Influenza Impact, 2009 (Assumes 35% of Population Affected for a Duration of 6 -8 Weeks).

Pandemic Influenza Impact / Weeks		1	2	3	4	5	6	7	8
<b>Hospital Admission</b>	Weekly admissions	87	123	152	152	123	87		
	Peak admissions/day			24	<b>24</b>				
<b>Hospital Capacity</b>	# of influenza patients in hospital	64	90	112	116	102	81		
	% of hospital capacity needed	9%	13%	16%	<b>17%</b>	15%	12%		
<b>ICU Capacity</b>	# of influenza patients in ICU	13	24	31	33	33	27		
	% of ICU capacity needed	16%	30%	38%	<b>41%</b>	40%	32%		
<b>Ventilator Capacity</b>	# of influenza patients on ventilators	7	12	16	17	16	13		
	% usage of ventilator	13%	24%	31%	<b>33%</b>	33%	27%		
<b>Deaths</b>	# of deaths from influenza			16	22	28	28	22	16
	# of influenza deaths in hospital			11	16	19	19	16	11

#### *Unincorporated Areas of Leon County Pandemic Influenza Vulnerability Scenario*

Based on the results of this analysis, a pandemic modeled on conditions during the 1918 influenza pandemic lasting six to eight weeks with a 35 percent impact rate would result in 417 hospitalizations and 78 deaths in the unincorporated areas of Leon County as indicated in the following table.

Table 2.46: Unincorporated Areas of Leon County Pandemic Influenza Impact, 2009 (Assumes 35% of Population Affected for a Duration of 6 -8 Weeks).

Pandemic Influenza Impact / Weeks		1	2	3	4	5	6	7	8
<b>Hospital Admission</b>	Weekly admissions	50	71	88	88	71	50		
	Peak admissions/day			14	14				
<b>Hospital Capacity</b>	# of influenza patients in hospital	37	52	64	67	59	47		
	% of hospital capacity needed	18%	25%	31%	33%	29%	23%		
<b>ICU Capacity</b>	# of influenza patients in ICU	8	14	18	19	19	15		
	% of ICU capacity needed	38%	70%	90%	97%	94%	76%		
<b>Ventilator Capacity</b>	# of influenza patients on ventilators	4	7	9	10	9	8		
	% usage of ventilator	11%	21%	27%	29%	29%	23%		
<b>Deaths</b>	# of deaths from influenza			9	13	16	16	13	9
	# of influenza deaths in hospital			7	9	11	11	9	7

Based on the data presented above and the historical record, the probability based on the historical record of a global disease outbreak or pandemic affecting Leon County and the City of Tallahassee is **occasional** as defined under Section 2.2.1 Risk.

#### Vulnerability Summary

Based on the information presented above, Leon County residents are considered vulnerable to a pandemic influenza outbreak, as are the rest of Florida and the United States in general.

#### Risk Assessment

An influenza pandemic is considered at this time to be a **low** risk for Leon County residents. If an influenza pandemic were to come into play locally, there are several significant medical facilities that would be able to provide health services, as well as the Leon County Health Department, and the health clinics associated with Florida State University and Florida Agricultural and Mechanical University.

The other pandemic that is currently of concern to many citizens is Ebola, but that is also considered a low risk at present for Leon County residents. CDC has activated its Emergency Operations Center (EOC) to help coordinate technical assistance and control activities with partners. CDC has deployed several teams of public health experts to the West Africa region and plans to send additional public health experts to the affected countries to expand current response activities.

In late September 2014, the first case of Ebola in the United States was confirmed as the result of an ill traveler having arrived in the U.S. CDC has existing protocols in place to protect against further spread of disease. These protocols include having airline crews notify CDC of ill travelers on a plane before arrival, evaluation of ill travelers, and isolation and transport to a medical facility if needed. CDC, along with Customs & Border Patrol, has also provided guidance to airlines for managing ill passengers and crew and for disinfecting aircraft. In addition, CDC has issued a Health Alert Notice reminding U.S. healthcare workers about the importance of taking steps to prevent the spread of this virus, how to test and isolate patients with suspected cases, and how to protect themselves from infection. The Leon County Health Department, the local hospitals, clinics, and other health facilities will utilize these guidelines and protocols as necessary if an outbreak of Ebola occurs locally.

### **2.3.13 Technological and Societal Hazards**

As part of the 2015 LMS update, technological and societal hazards identified in the previously adopted plan were evaluated. Those that were deemed relevant by the Steering Committee include:

1. Hazardous Materials Storage and Transportation
2. Terrorism
3. Aviation Incidents
4. Energy Failures/Disruptions

Although the main purpose of the LMS is to address community vulnerability to natural hazards, procedures and plans for addressing local vulnerability to selected societal and technological hazards are developed, maintained, and updated by other local agencies and departments. For example, the City of Tallahassee Utilities maintains plans and procedures for dealing with power and gas loss during hazard events, both natural and man-made. The Leon County Comprehensive Emergency Management Plan addresses the period immediately following any significant emergency, and lists mitigation actions and local plans for addressing local vulnerability to these and other hazards.

Given the extent of procedures in other local planning documents for addressing societal and technological hazards, those hazard profiles have been eliminated from the 2015 LMS update. However, updated hazard profiles for the above hazards are included here.

### 2.3.13.1 Hazardous Materials Storage and Transportation

#### General Description and Location

Industrial substances and other materials vary in how they may pose a threat to public health and safety. Airborne substances and materials with low combustible temperatures and high toxicity are of particular concern.

There are many potentially hazardous industrial substances used in manufacturing and other industrial, commercial, and other activities. These materials<sup>121</sup> may present a threat to public health from their use, storage, transport, or improper disposal.

Hazardous materials generally fall into two categories: (1) raw and refined hazardous substances, and (2) hazardous wastes. Hazardous materials are identified and regulated by federal law, which is primarily administered by the U.S. Environmental Protection Agency (EPA). Other agencies involved in the regulation of hazardous materials include the U.S. Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), and the U.S. Nuclear Regulatory Commission (NRC). Each has its own definition of a "hazardous material."

The federal Occupational Safety and Health Administration requires Material Safety Data Sheets for more than 500,000 of these substances, and that these sheets must be posted where these substances are used or stored. Many of these substances are utilized throughout Leon County.

Hazardous materials and wastes regulated by the EPA include Extremely Hazardous Substances, which are often stored at fixed facilities, and hazardous wastes, which are regulated by type and quantity.

#### *Extremely Hazardous Substances*

Currently, the U.S. Environmental Protection Agency classifies 366 Extremely Hazardous Substances (EHS). EHSs are chemicals with acutely toxic properties that pose the most significant threat to public health. Facilities using EHSs above threshold planning quantities are required to report to the Florida Division of Emergency Management under the federal Emergency Planning and Community Right to Know Act of 1986 (EPCRA).

The federal Emergency Planning and Community Right-To-Know Act of 1986 created and imposed planning and preparedness requirements upon Local Emergency Planning Committees (LEPCs) for emergencies involving the release of hazardous materials.

In response to this federal mandate, the *District II Local Emergency Planning Committee Hazardous Materials Emergency Plan* was prepared by the Apalachee Regional Planning Council Information and released to the public on June 2014. The Plan addresses hazardous materials and the facilities where these materials are stored or handled within Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty and Wakulla Counties. The Plan provides detailed operating procedures for first response public safety agencies charged with the responsibility of protecting the public's health and safety from the discharge or release of extremely toxic chemicals. The areas addressed by this Plan include:

<sup>121</sup> The terms "materials" and substances are essentially similar for the purposes of this planning document.

- Organizations and responsibilities
- Notification and activation
- Communication
- Public information and education
- Emergency facilities and equipment
- Accident assessment
- Exposure control for emergency workers
- Protection actions
- Medical and public health support
- Recovery and re-entry exercises, and
- Training.

### *Hazardous Wastes*

Hazardous waste has properties that make it dangerous or potentially harmful to human health or the environment. Hazardous wastes (HW) are wastes identified in federal code (40 CFR 261 Subpart D) as hazardous by the U.S. Environmental Protection Agency, or they are wastes characterized (40 CFR 261 Subpart C) as hazardous by exhibiting one of four characteristics: ignitability (i.e., an oxidizer or flash point < 140°), corrosivity (i.e., pH < 2 or > 12.5), reactivity, or toxicity.

The disposal of hazardous wastes has been a concern of federal, state, and local governments for some time now. The improper disposal of hazardous wastes, or exposure to hazardous wastes through spills, improper storage, or other means, is also of great concern.

In response to these concerns, and the many historical practices and sites in many areas of the U.S., the Resource Conservation and Recovery Act (RCRA) is a US law that provides, in broad terms, definitions and general guidelines for managing hazardous waste at the federal, state, and local levels. It includes a Congressional mandate directing EPA to develop a comprehensive set of regulations to implement the law.

A hazardous waste determination must be made of any waste material generated. If the material is hazardous, then it must be recycled, treated, stored, or disposed at a proper HW facility. HW cannot be disposed on or in the ground, or in local landfills, septic tanks, or injection wells. Also, regardless of quantity, the generator of HW is ultimately responsible for the waste from "cradle to grave", and can be held liable for improper management of HW even though it may have been sent to a "proper" HW management facility using a licensed transporter.

Hazardous waste generators are classified into three categories:

1. *Conditionally Exempt Small Quantity Generators* (CESQGs) - generate less than 100 kilograms of HW per month and no more than 1 kilogram of acute HW (such as some pesticides, toxins or arsenic and cyanide compounds) per month
2. *Small Quantity Generators* (SQGs) - generate 100 - 1000 kilograms of HW per month, and
3. *Large Quantity Generators* (LQGs) - generate 1000 kilograms or more of HW per month or more than 1 kilogram of acute HW (such as some pesticides, toxins or arsenic and cyanide compounds) per month.

All of these generators produce a variety of wastes, and the number of active facilities (waste generators) and pounds or kilograms of waste produced varies constantly.

The hazardous waste program, under RCRA Subtitle C, establishes a system for controlling hazardous waste from the time it is generated until its ultimate disposal — in effect, from “cradle to grave.” In any given State, EPA or the State hazardous waste regulatory agency enforces hazardous waste laws. EPA encourages States to assume primary responsibility for implementing a hazardous waste program through State adoption, authorization, and implementation of the regulations. The RCRA hazardous waste program regulates commercial businesses as well as federal, State, and local government facilities that generate, transport, treat, store, or dispose of hazardous waste.

State and Federal Agencies are required to provide biennial reports to the EPA which includes information on the generation, management and final disposition of hazardous waste regulated by the Resource Conservation and Recovery Act.

The Florida Department of Environmental Protection (DEP) has a variety of rules, regulations, and programs that address various forms of hazardous waste. These materials include electronic wastes; universal wastes such as batteries, pesticides, mercury-containing equipment and lamps, and pharmaceutical wastes generated by various types of medical facilities; and used oil and mercury. Transporters and transfer facilities and all other handlers are also regulated.

#### *Tallahassee/Leon County Aquifer Protection Program*

The type of disposal method, active facilities, and quantities of wastes disposed are tracked on an annual basis in Leon County through the Tallahassee/Leon County Aquifer Protection Program.

The Aquifer Protection Program was developed by local government in response to concerns about protecting the quality of drinking water provided to the citizens of the City of Tallahassee and Leon County. The purpose of this program is to regulate the use, handling, storage, and disposal of regulated substances and hazardous wastes at the local level, as well as provide pollution prevention strategies, assistance, and assessments in compliance with Federal, State and Local regulations. This program is implemented through Chapter X, Article 10 of the Leon County Aquifer/Wellhead Protection Ordinance, which is administered by the City of Tallahassee's Aquifer Protection Program staff.

Program activities include the review of new construction and development, inspection of industrial/commercial facilities, educating facility operators, consultants, and the public of the best management practices to prevent contaminated discharges into the Aquifer. Aquifer Protection staff provide environmental information to decision makers, and the program has established cooperative partnerships with local, state and regional agencies in order to establish and further environmental stewardship to protect the groundwater resources in Leon County.

Generally, about half of the facilities where hazard materials are stored and/or utilized are within the City of Tallahassee. Most of these facilities are associated with water production wells and wastewater treatment plants. Chlorine is the most common chemical, followed by sulfuric acid.

Chlorine is a greenish-yellow gas used to purify water, bleach wood pulp, and make other chemicals. For shipping purposes it is classified as a poisonous gas. It is normally shipped as a liquid, readily vaporizes to a gas, and is toxic by inhalation. A concentration of 1,000 parts per million (PPM) may be fatal after a few deep breaths. As little as 50 PPM may be dangerous after short exposure. Chlorine also reacts violently with many common chemicals and poses a firefighting hazard in that it may combine with water or steam to produce dangerous hydrochloric acid.

Sulfuric acid is a colorless, oily liquid used in the manufacture of fertilizers and other chemicals. In liquid form it is corrosive to metals and organic tissue. Sulfuric acid emits highly toxic fumes when heated and inhalation may lead to severe lung damage. It reacts violently with water.

Portions of Leon County and the City of Tallahassee are vulnerable to accidental releases of hazardous materials being stored or transported. These portions tend to be clustered around facilities or industrial areas where these materials are stored, or along major transportation corridors where they are regularly transported.

### Historical Occurrences

#### *Extremely Hazardous Substances*

As part of the aforementioned *District II Local Emergency Planning Committee Hazardous Materials Emergency Plan*, the Apalachee Regional Planning Council maintains a detailed descriptions and locations of facilities that handle and/or store Extremely Hazardous Substances (EHSs). These data include the name, location, ownership, and contact person for each facility, as well as the facility's vulnerable zone (VZ), vulnerable population, evacuation routes, type and amount of EHS, and other known critical facilities within the VZ.<sup>122</sup> This information and other related data used for the Hazards Analyses that are part of this Plan, is organized with a CAMEOfm<sup>123</sup> database that is maintained by the Apalachee Regional Planning Council. This database is updated annually and is available to emergency responders upon request. The Hazards Analyses conducted as part of the *Hazardous Materials Emergency Plan* are also located at the Apalachee Regional Planning Council. This information is not included in this document for reasons of brevity and security.

#### *Hazardous Wastes*

The types and amounts of waste produced by Small Quantity Generators of hazardous waste in Leon County during the period between January 1, 2009 and December 31, 2013 are included in Technical Appendix G. This appendix also includes similar data for Large Quantity Generators for the same time period.

As of 2009, Leon County had eleven Large Quantity Generators (LQGs) of hazardous waste. An LQG is defined as a facility producing greater than 2,205 pounds of waste in any one month. These facilities are required to undergo annual inspection. Between 2001 and 2007, LQGs in Leon County produced approximately 1,237 tons of waste. The two types of waste by amount during this period were concentrated non-halogenated solvents and contaminated debris.

The Florida Department of Environmental Protection is the lead state agency in Florida that provides biennial reports to the EPA about the generation, management and final disposition of hazardous waste regulated by the Resource Conservation and Recovery Act (RCRA). The following table indicates the total hazardous wastes generated in Leon County for 2013.

<sup>122</sup> The VZ is the geographical area that is at risk of exposure to concentrations of an airborne EHS at levels dangerous to life or health in the event of a chemical release.

<sup>123</sup> CAMEOfm is a database application intended to track of information (such as chemical inventories and contact information for facilities in a community) to assist in emergency response and planning.

Table 2.47: Hazardous Wastes Generated in Leon County in 2013.<sup>124</sup>

County	City	EPA ID	Generator	Tons in 2013
LEON	TALLAHASSEE	FLR000145102	COSTCO WHOLESALE #1026	0.196
LEON	TALLAHASSEE	FL0000124784	FL DEP, BUREAU OF EMERGENCY RESPON	4.207
LEON	TALLAHASSEE	FLD000608125	FLORIDA STATE UNIVERSITY	22.045
LEON	TALLAHASSEE	FLD982133159	SAFETY-KLEEN SYSTEMS, INC	152.319
LEON	TALLAHASSEE	FLR000126144	TARGET STORE T0844	1.296
LEON	TALLAHASSEE	FLR000121434	TARGET STORE T1973	0.636
LEON	TALLAHASSEE	FL0000207449	VEOLIA ES TECHNICAL SOLUTIONS, L.L.	100.958

*Transportation of Hazardous Materials*

As previously noted, transportation related incidents are a major cause of the release of hazardous material. The county is crossed by several major highways and a freight rail line that provide access for the shipment of hazardous substances. In addition, Tallahassee's regional airport presents another opportunity for a transportation-related disaster involving hazardous material. The following table presents transportation related spill incidents by source and type of material from 2005 – 2009 in Leon County.

Table 2.48: Transportation-related Hazardous Material Spills 2005-2009.<sup>125</sup>

Hazardous Material	Number of Incidents by Type					
	Pipeline <sup>126</sup>	Vehicle Incident	Airplane	Train	Unspecified	Total
Petroleum <sup>127</sup>	0	47	2	2	1	52
Natural Gas	8	0	0	0	0	8
Ethylene Glycol	0	2	0	0	0	2
Sodium Hypochlorite	0	1	0	0	0	1
Silicone Sealant	0	1	0	0	0	1
Tar	0	1	0	0	0	1
Nitrogen Dioxide	0	1	0	0	0	1
Paint	0	1	0	0	0	1
<b>Total</b>	<b>8</b>	<b>54</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>67</b>

Of the 67 transportation related spills during this period, nearly 81 percent were vehicle incidents. Eight incidents involved pipeline transport, which included only natural gas. Two incidents involving trains were reported, as well as two incidents at the airport. Only one transportation incident type was unknown. Petroleum products, such as diesel fuel, gasoline and oil accounted for nearly 78 percent of all spills. Chemical spills represented a small percentage of total spills, with only five EHS incidents

<sup>124</sup> Florida Department of Environmental Protection, 2014.<sup>125</sup> Apalachee Regional Planning Council, 2009.<sup>126</sup> Includes gasoline, diesel, oil, kerosene, and hydraulic fluid.<sup>127</sup> Only current through March 1999.



reported involving minor amounts ethylene glycol, sodium hypochlorite, silicone sealant, and nitrogen dioxide.

*Analysis of the Transportation of Hazardous Materials by Rail*

A hazardous materials density study was performed in 2007 by CSX Transportation to identify the hazardous materials most frequently transported through the District. CSX rail traverses the region through Gadsden, Jackson, Jefferson, and Leon Counties. The study excludes intermodal shipments (trailer or container on flat cars). Intermodal hazardous materials shipments are non-bulk and less than 55 gallon/package formats.

The following table displays the average amounts of hazardous materials transported by rail through the District II region in 2007 in descending order. As CSX can accurately track the amounts of hazardous materials cargo by computer, the results are displayed in descending order by average carload. For general estimating purposes, a carload is approximately 20,000 gallons of product.

Table 2.49: 2007 CSX Hazardous Materials Commodity Summary.<sup>128</sup>

Average Carloads 2007	Hazardous Material Commodity	General Hazards Category from 2008 ERG	ERG Guide #
3,935.5	Sulfur, molten	Flammable Solids	133
2,583.5	Environmentally hazardous substances, liquid	Substances (Low to Moderate Hazard)	171
2,133.25	Sodium hydroxide, solution	Substances - Toxic and/or Corrosive (Non-Combustible)	154
1,155.5	Liquefied petroleum gases	Gases - Flammable (Including Refrigerated Liquids)	115
1,067.5	Carbon dioxide, refrigerated liquid	Gases - Inert (Including Refrigerated Liquids)	120
775.5	Ammonium nitrate, liquid	Oxidizers	140
751.75	Ammonium nitrate	Oxidizers	140
562	Phosphoric acid, liquid	Substances - Toxic and/or Corrosive (Non-Combustible)	154
508	Ammonia, anhydrous*	Gases - Corrosive	125
468.75	Elevated temperature liquid	Flammable Liquids (Non-Polar/Water- Immiscible)	128
458.75	Phenol, molten*	Substances - Toxic and/or Corrosive (Combustible)	153
310.75	Styrene monomer, stabilized	Flammable Liquids (Non-Polar/Water- Immiscible)	128
276	Environmentally hazardous substances, solid	Substances (Low to Moderate Hazard)	171
260.75	Hydrogen peroxide**	Oxidizers	140
240	Other regulated substances, liquid	Substances (Low to Moderate Hazard)	171
230.75	Maleic anhydride	Substances - Toxic and/or Corrosive (Combustible/Water-Sensitive)	156
171	Nitric acid*	Substances - Toxic and/or Corrosive (Non-Combustible/Water-Sensitive)	157
167	Hydrochloric acid*	Substances - Toxic and/or Corrosive (Non-Combustible/Water-Sensitive)	157
161	Sulfuric acid*	Substances - Water-Reactive - Corrosive	137
143.5	Potassium hydroxide, solution	Substances - Toxic and/or Corrosive (Non-Combustible)	154
143	Acetic acid, glacial	Flammable Liquids - Corrosive	132
138	Methyl chloride	Gases - Flammable (Including Refrigerated Liquids)	115
133.25	Methyl acrylate, stabilized	Flammable Liquids (Polar/Water- Miscible/Noxious)	129
127.5	Toxic liquid, inorganic	Substances – Toxic (Non-Combustible)	151
125.75	Acrylic acid, stabilized	Flammable Liquids - Corrosive	132

\* - Extremely Hazardous Substance (EHS)

\*\* - EHS when concentration is > 52%

Molten sulfur, environmentally hazardous substances, sodium hydroxide solution, liquefied petroleum gases and refrigerated liquid carbon dioxide were the five most frequently shipped hazardous materials commodities in 2007 via rail by CSX Transportation.

The following table is a comparison of the top five ranked general hazards between Table 1 (Highway Placard Survey) and Table 2 (CSX Density Study). This table allows for a comparison of the most commonly transported hazardous materials by rail and highway and includes the corresponding 2008 ERG Guide Number.

<sup>128</sup> Ibid.

Table 2.50: Top 5 Highway & Rail Comparison Summary.<sup>129</sup>

Rank	General Hazards Category (Highway Placard Survey)	ERG Guide #	General Hazards Category (CSX Density Study)	ERG Guide #
1.	Flammable Liquids (Non- Polar/Water- Immiscible)	128	Flammable Solids	133
2.	Gases - Flammable (Including Refrigerated Liquids) <sup>130</sup>	115	Substances (Low to Moderate Hazard)	171
3.	Flammable Liquids (Polar/Water-Miscible)	127	Substances - Toxic and/or Corrosive (Non- Combustible)	154
4.	Gases - Inert (Including Refrigerated Liquids)	120	Oxidizers	140
5.	Substances - Toxic and/or Corrosive (Non- Combustible)	154	Gases - Flammable (Including Refrigerated Liquids)	115

### *Spills of Hazardous Materials*

Hazardous material spills are reported to the State Emergency Response Commission at the Florida Division of Emergency Management, and recorded in the Hazardous Materials Information System (HMIS) database. For the purpose of this analysis, data were provided by the Apalachee Regional Planning Council for Leon County from 2005 through May of 2009. A total of 162 incidents were reported for this time period resulting in the known discharge of roughly 33,354 pounds of hazardous materials resulting in 53 injuries and the evacuation of 107 people (see following table). There were no incidents resulting in fatalities between 2005 and May 2009. Injuries were likely the result of vehicular accidents rather than exposure to hazardous materials.

<sup>129</sup> Ibid.

<sup>130</sup> The matching shaded areas denote shared general hazard categories for both the Highway Placard Survey and the CSX Density Study.

Table 2.51: Leon County Hazardous Materials Spill Summary (2005 - 2009).<sup>131</sup>

Material	# Incidents	Amt. (lbs)	Evacuees	Injuries	Deaths
Petroleum-based <sup>132</sup>	99	> 2800	6	0	0
Natural Gas	31	Unknown	3	0	0
Unknown Chemical	1	Unknown	0	0	0
Propane	7	Unknown	0	0	0
Paint	1	Unknown	0	0	0
Methanol/ Nitric Acid	1	.01-03/ .01-03	0	3	0
Chlorine	1	10	0	0	0
Sodium Hypochlorite	4	Unknown	19	13	0
Polychlorinated Biphenyls (PCBs)	1	975	0	0	0
Sodium Hydroxide	1	Unknown	0	0	0
Ethylene Glycol	2	46	0	14	0
Lithium Aluminum Hydride	1	Unknown	60	1	0
Silicone Sealant	1	Unknown	0	0	0
Tar	1	Unknown	0	0	0
Benzene	1	Unknown	0	0	0
Trimethyl	1	Unknown	0	0	0
Phosphoric Acid	2	Unknown	9	12	0
Mineral Oil	1	293	0	0	0
Nitrogen Dioxide	1	Unknown	0	0	0
Oxygen	1	Unknown	0	0	0
Mercury	2	0.04	0	0	0
Ammonia	1	Unknown	10	10	0
<b>Total</b>	<b>162</b>	<b>33,354 (known lbs.)</b>	<b>107</b>	<b>53</b>	<b>0</b>

The following table provides an updated summary of hazardous material spills for the last three years.

<sup>131</sup> Apalachee Regional Planning Council, 2009.

<sup>132</sup> Includes propane, gasoline, diesel, oil, kerosene, mercaptans and hydraulic fluid.

Table 2.52: Hazardous Material Spills 2011-2014.<sup>133</sup>

State Warning Point (SWP) #	Release Date	SWP Date	Facility Reported /Address	Chemical Reported
2011-4236	7/7/2011 1:51:00 PM	7/7/2011 1:51:00 PM	Leon Co. EM-Orange Rd and Capital Circle	Diesel Fuel or Gasoline
2011-4623	7/27/2011 12:40:00 PM	7/27/2011 12:48:00 PM	Leon County SO/Westminster Oaks 4449 Meandering Way City: Tallahassee	Natural Gas
2011-5159	8/23/2011 2:05:00 PM	8/23/2011 2:05:00 PM	Leon Co. WP/Banyan Bay Apartments,1800 Miccosukee Commons Drive Bldg. 1600, Tallahassee	Natural Gas
2011-5721	9/16/2011 9:44:00 AM	9/16/2011 9:44:00 AM	Leon County Sheriff's Office/2814 Boatner St., Tallahassee	Natural Gas
2011-5798	9/20/2011 11:29:00 AM	9/20/2011 11:34:00 AM	Leon County Warning Point /North Monroe Street ,Silver Slipper Lane, Tallahassee	Hydraulic OIL
2011-5833	9/21/2011 12:13:00 PM	9/21/2011 12:13:00 PM	Leon County Sheriff/ Lonesome Dove St. Street & Williams Rd. ,Tallahassee	Hydraulic OIL
2011-6043	9/30/2011 7:08:00 PM	9/30/2011 7:16:00 PM	Leon County Warning Point/US Highway 20 Street & Big Richard Road, Tallahassee	ETHYLENE GLYCOL
2011-6123	10/5/2011 5:32:00 PM	10/5/2011 5:31:00 PM	Leon County Sheriff's Department/Crawfordville HWY & Whitaker, Tallahassee	Gasoline
2011-6164	10/8/2011 8:31:00 PM	10/8/2011 8:31:00 PM	Leon County SO/2020 West Pensacola St. Tallahassee	Gasoline
2011-6190	10/9/2011 10:36:00 AM	10/9/2011 10:36:00 AM	Leon County/On I-10 between mile markers 194 and 205 in Gadsden and Leon	Diesel Fuel
2011-6284	10/11/2011 3:53:00 PM	10/11/2011 3:53:00 PM	Leon Co. WP /Meridian Road & Orchard Pond Road, Tallahassee	Natural Gas
2011-7553	12/18/2011 7:02:00 AM	12/18/2011 5:50:00 AM	Leon County Warning Point/Orchard Pond & Old Bainbridge, Tallahassee	Gasoline
2012-408	1/19/2012 8:14:00 AM	1/19/2012 8:30:00 AM	Leon Co SO/Woodville Highway Street 2: Gaile Ave City: Tallahassee	ETHYLENE GLYCOL
2012-632	1/29/2012 12:48:00 PM	1/29/2012 12:48:00 PM	Leon Co. SO WP/2037 Thomasville Road, Tallahassee	Gasoline
2012-953	2/12/2012 10:15:00 PM	2/13/2012 5:30:00 AM	Leon County Warning Point/ Tallahassee Regional Airport, 3300 Capital Circle, Tallahassee	Kerosene - JP5
2012-1162	2/21/2012 10:15:00 AM	2/21/2012 10:30:00 AM	Leon County SO/Orange Ave. between Rankin Rd. and Capital Circle, Lat: 30.41478, Long: -84.34479	Diesel Fuel
2012-1361	3/1/2012 10:41:00 AM	3/1/2012 10:41:00 AM	Leon County Sheriff's Office /USA Gas near the Tallahassee Mall, 2373 Allen Road, Tallahassee	Gasoline
2012-1705	3/14/2012 4:15:00 PM	3/14/2012 4:15:00 PM	Leon Co SO/Carlton Drive, Merritt Drive, Tallahassee	Natural Gas
2012-1968	3/27/2012 5:52:00 AM	3/27/2012 6:30:00 AM	Leon County/Citgo Gas Station,3305 Capital Cir NE # 101, Tallahassee	Gasoline
2012-1982	3/27/2012 2:25:00 PM	3/27/2012 2:53:00 PM	Leon County SO/3086 Walden Road, Tallahassee	Diesel Fuel
2012-2660	4/29/2012 4:51:00 PM	4/29/2012 4:51:00 PM	Leon Co SO/North Monroe Street ,Talpeco Road, Tallahassee, Lat: 30.49284, Long: -84.32439	Gasoline
2012-3056	5/15/2012 5:08:00 PM	5/15/2012 5:19:00 PM	Leon County SO/Room C-129, Psychology Building at Florida State University Campus, 1107 West Call Street, Tallahassee, Lat: 30.44559, Long: -84.30333	Phosphate
2012-3112	5/17/2012 2:51:00 PM	5/17/2012 2:51:00 PM	Leon County SO/Pensacola Street, Varsity, Tallahassee, Lat: 30.43877, Long: -84.30071	Hydraulic OIL

<sup>133</sup> Division of Emergency Management, 2014.

State Warning Point (SWP) #	Release Date	SWP Date	Facility Reported /Address	Chemical Reported
2012-4173	6/22/2012 2:15:00 PM	6/22/2012 2:15:00 PM	Leon County SO /Capitol Circle NE & Raymond Diehl Road, Tallahassee	Gasoline or Diesel Fuel
2012-4815	7/5/2012 4:39:00 PM	7/5/2012 4:39:00 PM	Leon Polk/5208 Patricia Drive, Orlando	Mineral OIL
2012-5474	7/31/2012 12:07:00 PM	7/31/2012 12:07:00 PM	Leon County SO /Capital Circle NE at Centerville Road	Hydrochloric Acid
2012-5503	8/1/2012 3:00:00 PM	8/1/2012 3:26:00 PM	Leon Co SO/Springhill Road, Capital Circle SW, Tallahassee	Demon Max & Bifenthrin
2012-5715	8/10/2012 5:16:00 PM	8/10/2012 5:16:00 PM	Leon County WP/Interstate 10 West, Miccosukee Road, Tallahassee	Diesel Fuel
2012-5755	8/13/2012 6:44:00 PM	8/13/2012 6:44:00 PM	Leon Co SO/Levy Pool, 625 West Tharpe Street, Tallahassee	Sodium Hypochlorite
2012-6079	8/25/2012 8:49:00 PM	8/25/2012 8:49:00 PM	Leon Co SO/Oak Ridge Road, Blackjack Road, Tallahassee	Gasoline
2012-6673	9/19/2012 10:39:00 AM	9/19/2012 10:39:00 AM	Leon County Sheriff Office/5371 Pembridge Pl, Tallahassee	Propane
2012-7127	10/12/2012 1:40:00 PM	10/12/2012 1:50:00 PM	Leon SO/N. Meridian Road St., S. Fairbanks Ferry Rd., Tallahassee	Diesel Fuel
2012-7579	11/6/2012 10:43:00 PM	11/6/2012 10:43:00 PM	Leon Co. SO/Barrington Park Apts.,2801 Chancellorsville Dr., Tallahassee	Propane
2012-7598	11/8/2012 10:04:00 AM	11/8/2012 10:04:00 AM	Leon County SO/8520 Hannary Circle, 32312	Natural Gas
2012-7690	11/13/2012 9:25:00 PM	11/13/2012 9:25:00 PM	Leon County Sheriff/Old Bainbridge Rd. & Tharpe St., Tallahassee	Natural Gas
2012-8050	12/6/2012 9:47:00 AM	12/6/2012 9:47:00 AM	Leon County SO/ I-10, MM 205	Diesel Fuel
2012-8189	12/12/2012 6:57:00 AM	12/12/2012 7:19:00 AM	Leon County Warning Point/North Monroe St & Wiggington Rd., Tallahassee	Diesel Fuel
2012-8527	12/26/2012 4:41:00 AM	12/26/2012 5:10:00 AM	Leon County SO/2144 Amanda Mae Court, Tallahassee	Natural Gas
2013-264	1/16/2013 11:55:00 AM	1/16/2013 12:15:00 PM	Leon County Sheriff's Office/2029 North Meridian Road, Tallahassee	Natural Gas
2013-1633	3/21/2013 11:13:00 AM	3/21/2013 11:13:00 AM	Leon County Sheriff's Office/1538 Crystal Ball Drive, Tallahassee	Propane
2013-1237	3/1/2013 11:55:00 AM	3/1/2013 1:30:00 PM	Veolia EF Technical Solutions, 342 Marpan Lane, Tallahassee	Hydraulic OIL
2013-1477	3/13/2013 10:00:00 AM	3/13/2013 10:40:00 AM	City of Tallahassee, HOPKINS GENERATING STATION, 1125 Geddie Rd., Tallahassee	Sulfuric Acid
2013-2495	4/26/2013 12:46:00 PM	4/26/2013 12:57:00 PM	Leon County SO/At the end of Road To The Lake, Chaires/Lat: 30.43468, Long: -84.13671	Diesel Fuel/OIL
2013-3055	5/22/2013 3:51:00 PM	5/22/2013 3:51:00 PM	Leon County Sherriff's Dept./Capital Circle SE, Tallahassee	Hydraulic OIL/OIL
2013-4535	7/9/2013 6:36:00 PM	7/9/2013 6:36:00 PM	Leon County SO/Blountstown Highway & Geddie Rd, Tallahassee	Diesel Fuel/Gasoline
2013-4788	7/18/2013 4:08:00 AM	7/18/2013 4:23:00 AM	Leon County Warning Point/Bellevue Way & Lipona Rd, Tallahassee	Hydraulic OIL
2013-5205	8/2/2013 12:54:00 PM	8/2/2013 12:54:00 PM	Leon County Sheriff's Office/S. Woodward Ave, Tallahassee	Natural Gas
2013-5241	8/4/2013 5:56:00 AM	8/4/2013 5:56:00 AM	Leon Co. SO/Sonic Drive-In, Lat: 30.46052, Long: -84.36165, Tallahassee	Propane

State Warning Point (SWP) #	Release Date	SWP Date	Facility Reported /Address	Chemical Reported
2013-7449	11/15/2013 1:05:00 PM	11/15/2013 1:05:00 PM	Leon FR/Capital Circle NW at North Monroe Street	Diesel Fuel
2014-948	2/4/2014 6:32:00 PM	2/4/2014 6:32:00 PM	Leon County CDA/445 Appleyard Dr., Tallahassee	Unknown Chemicals/Lithium
2014-2180	3/28/2014 3:40:00 PM	3/28/2014 3:40:00 PM	Leon County CDA/6706 Thomasville Rd., Tallahassee	Gasoline
2014-3357	5/8/2014 9:09:00 PM	5/8/2014 9:09:00 PM	Leon CDA /3247 Bodmin Moore Drive, Tallahassee	Gasoline
2014-4441	6/21/2014 11:29:00 AM	6/21/2014 11:29:00 AM	Leon County Warning Point/ West Tharpe Street& Ocala Rd., Tallahassee	Hydraulic OIL
2014-5107	7/19/2014 5:10:00 PM	7/19/2014 5:10:00 PM	Leon CDA/Lat: 30.46364, Long: -84.28241	Gasoline
2014-6487	9/17/2014 7:01:00 PM	9/17/2014 7:29:00 PM	Leon CDA/ I-10 EB Rest Area between MM 194 & 196,near Tallahassee	Diesel Fuel
2014-6517	9/19/2014 6:40:00 AM	9/19/2014 7:09:00 AM	Leon County Warning Point (CDA)/Tennessee St. & Dewey St., Tallahassee	Hydraulic OIL
2014-7055	10/9/2014 6:34:00 AM	10/9/2014 6:57:00 AM	Leon County Warning Point/1100 Mahan Dr., Tallahassee	Gasoline

#### *Hazardous Materials Commodity Flow Study<sup>134</sup>*

In March of 1996, the District II Local Emergency Planning Committee (LEPC) conducted a study of the transportation of hazardous materials through the Apalachee Region. The Hazardous Materials Commodity Flow Study included historical accident data, a highway placard survey on major transportation routes and an analysis of rail transport data in order to determine which hazardous materials first responders are likely to encounter in the event of accident.

In 1999, the Apalachee Regional Planning Council updated this study. Detailed information specific to Leon County was not included in the reported results. In 2009, the ARPC again updated the Flow Study for the nine-county area under its jurisdiction. Although the original Hazardous Materials Emergency Preparedness (HMEP) scope of work for the project called only for a highway placard survey, the District II LEPC included an analysis of CSX Transportation rail data.

For the highway placard survey, data was collected and analyzed from over 160 trucks carrying hazardous materials on Interstate 10 and US-90 (East-West routes), and US-19, US-319 and US-231 (North-South routes). During the data collection, it became very evident that Interstate 10 is the major road corridor of hazardous materials transport within the District II region. Although hazardous materials are transported on almost all major roads within the District, the bulk of the hazardous materials were observed on Interstate 10.

The placard survey represents approximately 75% accuracy of the hazardous materials moving on highways throughout the District II region. Beyond general recording error and survey limitations, there are two reasons for this lack of accuracy. Firstly, trucks are only required to display placards if the

<sup>134</sup> The information in this section comes from the 2009 Hazardous Materials Commodity Flow Study conducted by the Apalachee Regional Planning Council.

hazardous materials meet or exceed the established transport thresholds. A truck carrying hazardous materials cargo may not necessarily display a placard when the cargo is below the federal threshold.

Secondly, trucks are only required to display the placard for the most dangerous hazardous material on board. In these instances, the survey does not reflect the entire hazardous materials inventory for the truck. Although there may be a variety of hazardous materials loaded together, they are regulated for compatibility under CFR 49, § 177.848 and they generally meet all the packaging criteria in § 172.101

Thirdly, the placard does not always reveal specific information about the corresponding hazardous material. For example, one placard (1993) indicates any of the following: combustible liquid, cleaning liquid compound, tree/weed killing compound, diesel fuel, flammable liquid not otherwise specified, fuel oil, etc. Unfortunately, there is no way to confirm the actual hazardous material cargo other than reviewing the shipping papers. To compensate for this uncertainty, the survey results were aggregated by the U.S. Department of Transportation's 2008 Emergency Response Guidebook (ERG) general hazards categories.

The following table provides a summary of the percentages of hazardous materials surveyed in descending order as categorized by the 2008 ERG.



Table 2.53: 2009 Highway Placard Survey Summary.<sup>135</sup>

% of Total	General Hazards Category from 2008 ERG	Potential Hazardous Material Commodity	ERG Guide #
35.63%	Flammable Liquids (Non-Polar/Water-Immiscible)	Gasoline, Gasohol and Motor spirit	128
13.13%	Gases - Flammable (Including Refrigerated Liquids)	Propane, Hydrogen, LPG, etc.	115
10.00%	Flammable Liquids (Polar/Water- Miscible)	Resin solution, Tetrahydrofuran, etc.	127
5.00%	Gases - Inert (Including Refrigerated Liquids)	Argon, Helium, Nitrogen, Carbon dioxide, etc.	120
5.00%	Substances - Toxic and/or Corrosive (Non-Combustible)	Caustic potash, Caustic soda, Potassium hydroxide, Sodium hydroxide, Corrosive liquid, etc.	154
3.75%	Substances - Toxic and/or Corrosive (Combustible)	Alkylamines, Amines, Polyalkylamines, etc.	153
3.13%	Substances - Toxic and/or Corrosive (Non-Combustible/Water-Sensitive)	Hydrochloric acid*, Hypochlorite solution, etc.	157
2.50%	Gases - Flammable - Corrosive	N/A	118
2.50%	Flammable Liquids (Non-Polar/Water-Immiscible/Noxious)	Dichloropropane, Propylene dichloride, Asphalt, Mercaptan mixture, etc.	130
2.50%	Substances (Low to Moderate Hazard)	Environmentally hazardous substances, Hazardous waste, etc.	171
1.88%	Flammable Liquids (Polar/Water-Miscible/Noxious)	Acetaldehydye, Isopropanol, Aldehydes, etc.	129
1.88%	Flammable Liquids - Toxic	N-propyl nitrate, Environmentally hazardous substances, hazardous waste, etc.	131
1.88%	Flammable Liquids - Corrosive	Triethylamine, Acrylic acid, etc.	132
1.88%	Oxidizers	Hydrogen peroxide**, Nitrates, etc.	140
1.25%	Gases - Flammable (Unstable)	Acetylene, Vinyl bromide, etc.	116
1.25%	Gases - Oxidizing (Including Refrigerated Liquids)	Oxygen	122
1.25%	Substances - Water-Reactive - Corrosive	Phosphorous trichloride*	137
1.25%	Substances - Water-Reactive (Emitting Flammable Gases)	Aluminum dross, Organo-metallic substances	138
1.25%	Infectious Substances	Medical waste, Toxic and infectious substances	158
0.63%	Mixed Load/Unidentified Cargo	N/A	111
0.63%	Gases - Corrosive	Anhydrous ammonia*	125
0.63%	Substances - Toxic and/or Corrosive (Combustible/Water-Sensitive)	Maleic acid	156

\* Extremely Hazardous Substance (EHS)

\*\* EHS when concentration is > 52%

<sup>135</sup> Hazardous Materials Commodity Flow Study, 2009

As can be seen in the table above, the majority (36%) of the hazardous materials being transported throughout the region are Flammable Liquids (Non-Polar/Water-Immiscible). This category includes petroleum products such as gasoline, gasohol and motor spirits. The second most abundant category is flammable gases, including refrigerated liquids. This category also includes petroleum products, such as propane, LPG, and hydrogen.

#### Estimated Impacts, Probability, and Extent

The 2009 Hazardous Materials Commodity Flow Study and the 2007 CSX Hazardous Materials Commodity Summary indicates that both flammable gases (Including refrigerated gases in liquid state) and toxic and/or corrosive (non-combustible) substances are the most common materials associated with the transportation of hazardous materials.

Overall, petroleum-based hazardous materials account for 49% of surveyed hazardous materials placards within the region. Beyond petroleum products, the survey also revealed nineteen other general hazard categories as found in the 2008 ERG ranging from 5% to less than 1% of the total number of surveyed trucks. These survey results show the wide diversity of hazardous materials traveling through the District II region.

The majority of local incidents involving spills of hazardous materials include petroleum-based substances, such as gasoline, diesel, oil or hydraulic fluid spills. Transportation related incidents accounted for more than 41 percent of known sources and included automobile accidents in which small amounts of gas or oil were released.

The above data suggests that hazardous material spills frequently involve the transportation of these substances, and that responders are most likely to find themselves addressing a petroleum spill incident along county roadways.

#### *Hazardous Materials Response*

The Tallahassee Fire Department (TFD) is the only Regional Hazardous Materials Response Team between Jacksonville and Panama City. While the North Florida and Apalachee regions are sparsely populated, several major transportation routes used to move hazardous materials run through these areas. If two traffic accidents involving hazardous materials were to occur in disparate locations, the resources of the TFD could easily be stretched beyond their capacity to effectively respond. The TFD regularly reassesses their capacity to serve as a Regional Hazardous Materials Response Team. These assessments help determine the equipment, personnel and training needs that are essential for TFD to continue to adequately serve the hazardous material response needs of the region.

#### *Hazardous Materials Response Issues*

As of May 2009, only four hazard materials response teams serve all of north Florida. These teams are based in Okaloosa County, Panama City, Tallahassee, and Jacksonville. Several high profile incidents which required teams to travel up to 75 miles have served to highlight the challenge of responding to the hazardous material response needs of rural areas.

The probability based on the historical record of release of hazardous materials affecting portions of Leon County and/or the City of Tallahassee is **highly likely** as defined under Section 2.2.1 Risk.

### Vulnerability Summary

Vulnerability to hazardous materials releases (including wastes), whether onsite or in route, is not particularly easy to determine due to the materials and amount released, location, weather, and other variables. Nevertheless, in order to try to determine the vulnerability of Leon County to potential hazardous material incidents, it is necessary to determine the “vulnerable zone” or area of each facility using or storing extremely hazardous substances.

A hazards analysis for each of these facilities is updated annually by the Apalachee Regional Planning Council that provides worst-case estimates of populations at risk from a hazardous materials release. The Local Emergency Planning Committee and the county emergency management agency maintain these data, and they can provide detailed information to responders and other agencies regarding vulnerability areas which can be determined in real time using the specific chemical, amount of release, wind direction and wind speed.<sup>136</sup>

Due to the specificity of each hazardous material release, it was not possible to determine a comprehensive vulnerable zone or population exposure for Leon County.

Leon County and the City of Tallahassee are highly vulnerable to exposure to hazardous materials, largely because of the quantities transported through the county by truck and rail. These incidents can occur at either fixed facilities or from the transportation of hazardous material through the County and City.

Nationwide, there are more transportation accidents involving hazardous materials and wastes than those that occur at fixed facilities. These transportation accidents can occur on roadways, railways, waterways, in the air, and within pipelines. In addition, the numbers of large and small quantity generators are significant, and they are correlated with the ranges of services and manufacturing in county’s economy. These generators are registered with the FDEP and have control plans in place in accordance with permit procedures, and the City is equipped to address spills and accidental releases. However, the number of generators and the quantity and types of materials handled may be expected to increase proportionately with population and general economic growth.

The fixed facility study reports no history of accidents and a low probability of release for all facilities, with the exception of potential valve leakage at roughly half the sites. Nevertheless, if the vulnerability zones were combined for all critical facilities, they would encompass large areas of the county. A worst-case scenario release of hazardous gases on a windy day would expose one or more critical facilities within the City of Tallahassee and/or the unincorporated area of Leon County to this hazard. Critical facilities vulnerable to exposure included hospitals, public schools, universities, group homes, and day care centers.

### Risk Assessment

Based on the 2009 Hazardous Materials Commodity Flow Study and 2007 CSX Hazardous Materials Commodity Summary and the historical record of releases of these materials, there is a medium risk to residents of Leon County and/or the City of Tallahassee from the accidental release of hazardous materials.

<sup>136</sup> Statewide Regional Evacuation Studies Program, Volume 1-2 Apalachee, Apalachee Regional Planning Council, 2012.

### **2.3.13.2 Terrorism**

#### General Description and Location

Under the federal Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources, and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs, and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping.<sup>137</sup>

In analyzing the vulnerability of the community to domestic terrorism, it is important to separate criminal activities from terrorist activities. Generally speaking, terrorist activities involve the use or threat of terror to achieve an objective, often a political objective. Criminal activities, on the other hand, are illegal activities that are not primarily based on the use or threat of terror to achieve their objectives. A better representation of this distinction might be the use of indiscriminate use of explosives to highlight a cause, versus the use of explosives to open a safe as part of a burglary. While this distinction may be not be important to persons responding to these incidents (such as fire fighters at an explosion), it is important to consider when developing policies and programs dealing for with terrorist activities.

Given the City of Tallahassee's status as the state capital of Florida, the third largest state by population in the U.S., terrorism can occur in and around the urban area of the city.

#### Historical Occurrences

There has been only one instance of a domestic terrorist attack in Leon County. In 1999, an individual detonated two pipe bombs in restrooms of the Florida Agricultural and Mechanical University (FAMU) campus. No one was injured in this incident.

Since 9/11, however, there has been an increased emphasis on the potential for domestic terrorist incidents. For the same reasons that Tallahassee is a potential target for civil unrest, it is also a target for domestic terrorism. Due especially to the large state government influence (and to a much lesser extent, federal government influence), the possibility of a terrorist incident is a distinct possibility.

The FAMU incident aside, Leon County does not have a history of terrorist activities, and the broad, long-term terrorist threat is difficult to accurately assess. Instead, it is more likely that terrorist activities in Leon County and the City of Tallahassee will be in response to individual incidents. Examples of individual incidents might include a high interest or controversial court case being held at the Federal Courthouse, a copycat bomber at FAMU, or a response to state legislative actions.

#### Estimated Impacts, Probability, and Extent

There are a number of high-capacity community centers and government buildings that could be potential targets for terrorist attacks. The two largest structures are Doak Campbell Stadium at Florida State University, which has a seating capacity of approximately 83,000 persons, and the Tallahassee-Leon County Civic Center, which has a seating capacity of approximately 13,000 persons.

<sup>137</sup> Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

In recognition of the potential threat posed by terrorist attacks, the Leon County Division of Emergency Management developed a Terrorism Response Plan which was integrated into the Leon County CEMP in 2007. The Terrorism Response Plan is a consequence management plan for preparing for, responding to, and recovering from a terrorist-initiated incident, particularly one involving weapons of mass destruction.

The probability based on the historical record of a terrorism event affecting Leon County and/or the City of Tallahassee is **occasional** as defined under Section 2.2.1 Risk.

#### Vulnerability Summary

Leon County and the City of Tallahassee are considered vulnerable to a terrorist attack. Terrorist attacks are most likely to occur in the City of Tallahassee as opposed to the unincorporated areas of Leon County. However, in the event of a biological or chemical attack on a target in the City of Tallahassee, residents in the unincorporated areas of Leon County have the potential to be affected.

#### Risk Assessment

Based on the historical data, residents of Leon County and the City of Tallahassee are considered to be at **low** risk for terrorist attacks.

### 2.3.13.3 Aviation Incidents

#### General Description and Location

An aviation accident is defined by the Convention on International Civil Aviation Annex as an occurrence associated with the operation of an aircraft, which takes place between the time any person boards the aircraft with the intention of flight until all such persons have disembarked, where a person is fatally or seriously injured, the aircraft sustains damage or structural failure or the aircraft is missing or is completely inaccessible. If the accident includes damage to the aircraft such that it must be written off, or in which the plane is destroyed. it is further defined as a hull loss accident.<sup>138</sup>

There is one existing public and two private airports, and two heliports in Leon County. These include:

1. Tallahassee Regional Airport (TLH)
2. Angel's Field Airport (FL52)
3. Black Creek Pass Airport (FA25)
4. Tallahassee Memorial Hospital Heliport (FD18)
5. Capital Regional Medical Center

Another private airport previously known as the Tallahassee Commercial Airport is currently closed. In 2013, the FAA Airport/Facility Directory data described Tallahassee Commercial Airport as having a single 3,249' asphalt Runway 16/34 "in poor condition", with "surface cracking." The field was said to have 10 based aircraft, and as of 2010 was said to conduct an average of 50 takeoffs or landings per week.

There are also several private landing strips, including one on Ayavalla Plantation and another on Ring Oak Plantation.

#### Historical Occurrences

United States civil aviation incidents are investigated by the National Transportation Safety Board (NTSB). NTSB officials piece together evidence from the crash site to determine likely cause, or causes. The NTSB also investigates overseas incidents involving US-registered aircraft, in collaboration with local investigative authorities, especially when there is significant loss of American lives, or when the involved aircraft is American-built. The NTSB is an independent federal agency.

The Office of Accident Investigation and Prevention is the principal organization within the Federal Aviation Administration (FAA) with respect to aircraft accident investigation and all activities related to the National Transportation Safety Board (NTSB). The FAA keeps a database of aviation incidents and accidents. This database was queried for incidents and accidents in Leon County, Florida.

This database has a record of 47 aviation incidents and accidents since March 11, 1982 through October 8, 2013. Within this time period, there were 14 fatalities and nine "serious injuries."

#### Estimated Impacts, Probability, and Extent

The estimated impacts of aircraft incidents and accidents vary widely. A single incident involving a single, small, private plane on a wide, paved runway with no injuries can be relatively inexpensive to the public, or even negligible if it occurs on a private runway. However, a major incident involving a

<sup>138</sup> [http://en.wikipedia.org/wiki/Aviation\\_accidents\\_and\\_incidents](http://en.wikipedia.org/wiki/Aviation_accidents_and_incidents).

commercial flight, particularly if it occurs outside of an established airport, can be a genuine catastrophe. Although the latter has not occurred in Leon County, such incidents have occurred in other parts of the U.S. The impacts, probability, and extent of such an incident are difficult to estimate, given the many variables involved. Worldwide, aircraft incidents have generally declined over the last decade. The total number of fatalities worldwide from aviation incidents and accidents in 2013 was 173, which is the smallest number of fatalities since 2000, even though the total number of departures in 2013 was with 32.1 million as high as never before. This corresponds to 5.39 fatalities per one million departures in 2013.<sup>139</sup>

A simple calculation indicates that there have been approximately 1.5 aircraft incidents or accidents per year in Leon County for the period 1982-2013. The probability of an incident based on this average would be three incidents within a two-year period, which would also qualify as **likely** as defined under Section 2.2.1 Risk.

This probability may increase as the total number of flights from Tallahassee Regional Airport increases based on City efforts to attract additional vendors and flights to and from this facility. Other impacts could arise from the continued and even expanded use of Life Flight aircraft and facilities, and perhaps even from expanded civilian aviation activities if a major manufacturer of aircraft or aircraft parts located here, or if a major shipper was to locate a hub here.

#### Vulnerability Summary

Certainly, the City of Tallahassee and Leon County are vulnerable to some degree to aviation incidents and accidents. Such incidents and accidents have and will likely continue to occur, given the continued growth of the city and region and its continuing status as the capital of a highly populated state. Based on the number of flights per day of a variety of aircraft, it is simply a matter of time that an incident or accident will occur again. However, since the vast majority of recorded incidents have resulted in relatively few fatalities and injuries, the actual vulnerability of most citizens and visitors to the impacts of an aviation incident or accident is quite low.

#### Risk Assessment

Based on the above data and analysis, the risk for aviation incidents is considered **low**.

<sup>139</sup> [http://en.wikipedia.org/wiki/Aviation\\_safety](http://en.wikipedia.org/wiki/Aviation_safety).

### 2.3.13.4 Energy Failures/Disruptions

#### General Description and Location

The City of Tallahassee provides the majority of energy resources to the citizens, businesses, and other establishments in the urban area of Leon County, including the City. The City's Utility department provides electricity and natural gas, in addition to potable water, wastewater treatment, and waste management. The City operates three power generating plants:

1. Arvah B. Hopkins Power Generation Station
2. C.H. Corn (Hydroelectric) Power Generation Station
3. Sam O. Purdom Power Generation Station

The City purchases natural gas that is delivered via specialized pipelines that provides natural gas from other areas of the state or from other states. The main source of gas is delivered via pipelines owned by the Florida Gas Transmission Company. These pipelines also provide natural gas to the Talquin Electric Cooperative, Inc.

The other major energy provider within Leon County is the Talquin Electric Cooperative (TEC), Inc., a Domestic Non Profit Corporation in the State of Florida. TEC provides electricity and potable water, in addition to wastewater treatment, to rural and selected suburban areas of Leon County. TEC purchases electricity from the Seminole Electric Cooperative. Seminole's primary resources include the Seminole Generating Station (SGS) in northeast Florida and the Richard J. Midulla Generating Station (MGS) in south central Florida. Seminole also receives power from renewable energy facilities, including waste-to-energy, landfill gas-to-energy, and a biomass facility.

#### Historical Occurrences

Data for energy failures and disruptions are not easily available. Nevertheless, the majority of energy failures and disruptions are usually weather-related, affect relatively small areas, and are usually quickly resolved. These small disruptions occur from a variety of impacts to the electric system, including storm impacts (e.g., trees, flooding, wind), overloads in areas where development has approached the capacity of existing facilities, or from trees or branches falling on power lines, animals such as squirrels, or even automobiles or truck accidents involving utility poles. Given Tallahassee's extensive tree canopy, it is not uncommon for disruptions to occur from trees falling over, or branches falling onto electrical line. The City and TEC both have ongoing programs to trim tree canopies away from power lines.

Larger failures and/or disruptions can and often do occur with major weather events, including severe thunderstorms and tropical cyclones, including tropical storms and hurricanes. The most severe event in recent memory was Hurricane Kate in 1985. This hurricane downed power poles and lines throughout Tallahassee and the surrounding area. About 90 percent of the population of Tallahassee at that time, or about 80,000 people, lost power for up to a week. Along the coast from Panama City to Apalachicola, the storm left about 30,000 homes and businesses without electricity.<sup>140</sup> Based on the reliance of the City and TEC on overhead lines in older developed areas, it is anticipated that electrical energy failures or disruptions can be expected within major weather events.

<sup>140</sup> [http://en.wikipedia.org/wiki/Hurricane\\_Kate\\_%281985%29](http://en.wikipedia.org/wiki/Hurricane_Kate_%281985%29).



There are no data indicating that the power plants themselves that provide electric energy to the City of Tallahassee and Leon County are subject to disruptions. These are physically secure facilities that can use several fuels (e.g., natural gas and fuel oil), and there are backup generators at each facility. The C.H. Corn (Hydroelectric) Power Generation Station is powered by water flowing over a dam, and unless there is a severe drought or catastrophic flood, it is expected that this facility is relatively immune to failure or disruption.

There are also no data suggesting that the provision of natural gas to residents, businesses, and other consumers of this energy source are subject to failures or disruptions. The City does not shut down the provision of gas as a rule during tropical cyclones and other storm events, and most of the gas infrastructure in place is buried underground under streets and dedicated gas pipeline corridors.

#### Estimated Impacts, Probability, and Extent

As previously indicated, most small electric power failures or disruptions are resolved relatively quickly, and so are considered nuisance events rather than life-threatening. They can affect a few houses, hundreds of houses, or even whole parts of town. However, larger events are relatively rare. Of course, the lack of traffic lights can be life-threatening if drivers fail to stop and yield, but local police and sheriff's deputies can be assigned to provide traffic control if necessary.

Larger, longer events can present significant impacts to citizens, including residents and visitors, if facilities are not prepared (e.g., do not have backup generators) or if shopping, education, and/or employment centers do not have energy resources to operate with. The lack of electricity can render buildings uninhabitable if exterior temperatures are high, create conditions under which mold and mildew can flourish, and can spoil food. The probability and extent of electrical outages are correlated to storm hazards, since storms often result in partial or larger outages.

Avoiding or mitigating the impacts of losing electricity is why certain critical institutions such as hospitals, emergency operations centers, nursing homes, and other facilities often install industrial generators. Other options may include battery banks, solar panels, and even windmills. Many individual homes have gasoline-powered electrical generators, and it is common for them to be provided to consumers before and after tropical cyclone events.

The probability based on the historical record of energy failures or disruptions affecting portions of Leon County and/or the City of Tallahassee is **occasional** as defined under Section 2.2.1 Risk.

### Vulnerability Summary

The City of Tallahassee and Leon County are vulnerable to electrical outages given the vulnerability of this area to thunderstorms and tropical cyclones, and because of the extensive tree canopy present in and around the urban area.

### Risk Assessment

Based on the above data and analysis, the risk for energy failures or disruptions is considered **medium**.

## 2.5 Critical Facilities

Critical facilities are defined as providers of goods or services that are vital to local response functions in the event of a disaster. Critical facilities also play a vital recovery role during the aftermath of a destructive storm. The following table summarizes the types and number of high priority critical facilities within Leon County. There are a total of 772 critical facilities identified within Leon County, 97 of which are hazardous material sites.

Table 2.54. Leon County Critical Facilities by Type and Jurisdiction, 2015.<sup>141</sup>

Critical Facility Type	Total Number of Sites	City of Tallahassee	Unincorporated Leon County
Communications Towers	155	86	69
Child Care Facilities	159	130	29
Hazardous Materials Sites	97	57	40
Health Care Facilities	70	59	11
Schools (K-12)	59	48	11
Public Water Supply (Wells & Tanks)	55	24	31
Emergency Shelter	60	50	10
Fire Stations	21	10	11
Hurricane Shelter	14	9	5
Sewage Treatment Facility	6	2	4
Solid Waste Facilities	6	0	6
Law Enforcement	8	8	0
Educational Facilities (Collegiate/Adult Ed	5	5	0
Corrections	4	4	0
Hospital	2	2	0
Electrical Generation / Power Plant	42	22	20
Government Center	2	2	0
Emergency Operations Center	4	4	0
Military	3	3	0
<b>Total Number of Critical Facilities</b>	<b>772</b>	<b>525</b>	<b>247</b>

In previous updates to the Tallahassee-Leon County LMS, the locations of existing critical facilities were mapped. After discussion with local emergency management officials, the LMS Committee directed to withhold publishing the location of Leon County high priority critical facilities in the current LMS update. Since the events of September 11, 2001, Leon County, like many local governments, has been required by federal law to restrict public access to various categories of data, including the location of hazardous material facilities and high priority critical facilities. This is intended to reduce Leon County's vulnerability to domestic and international terrorist attacks and protect the community.

<sup>141</sup> Tallahassee – Leon County GIS.

FEMA encourages but does not require the mapping of critical facilities. Given this guidance and the security implications of mapping existing and new critical facilities, the Tallahassee - Leon County LMS instead presents in tabular form only the types and numbers of existing high priority critical facilities located in Leon County. Specific locations and descriptions of critical facilities can be obtained from Tallahassee – Leon County Geographic Information Systems by qualified personnel.

### Critical Facilities in Hazard Areas

In addition to an assessment of the numbers and types of high priority critical facilities located with the jurisdictions of Leon County, an analysis was conducted to determine the number of critical facilities located in identified flood and storm surge hazard areas. The following table lists the number of high priority critical facilities in Leon County located within hazard areas considered vulnerable to storm surge from hurricanes,

Table 2.55: Leon County Critical Facilities Located in Storm Surge Hazard Areas, 2015.<sup>142</sup>

Facility Type	Storm Surge Zones		
	Category 3	Category 4	Category 5
Child Care Facility	4	5	6
Communications Tower	1	2	3
Fire Stations	0	1	1
Hazardous Materials Sites	0	0	1
Public Water Supply (Wells)	0	1	2
Solid Waste Facility	1	1	1
<b>Total</b>	6	10	14

The following table describes the type and number of Leon County Critical Facilities located within the FEMA 100-year flood zone.

Table 2.56: Leon County Critical Facilities Located within FEMA 100-year Flood Zone, 2015.<sup>143</sup>

Facility Type	Number of Facilities
Child Care Facility	4
Communications Tower	10
Hazardous Materials Sites	3
Healthcare Facility	0
Public Water Supply (Wells)	1
Schools (K-12)	1
<b>Total</b>	19

<sup>142</sup> Ibid..

<sup>143</sup> Ibid.

## 2.6 Risk Summary

Residents of Leon County are at varying levels of risk to a variety of natural and technological hazards. High-risk events involve hurricanes, tropical storms, and flooding. The county's inland location provides a buffer against the worst storm impacts, but it does not offer complete protection from potentially dangerous and damaging high winds and floods.

Hazus modeling indicates that a Category 3, 4 or 5 storm could produce multi-billion dollar damages from winds and flooding, particularly to residential structures. For more vulnerable structures, such as mobile homes, significant damages appear even under tropical storm conditions. In a tropical storm or hurricane, the higher elevated, northern portion of the county, including Tallahassee, will bear the brunt of the high winds. High winds not only affect structures, but also trees, which are abundant in the Tallahassee urban area. Falling trees are hazardous to people, structures, vehicles, and other possessions and infrastructure, including electrical lines, internet and video cable, and land line telephones.

Flooding is not limited to tropical storm or hurricanes. Flooding can occur from smaller weather events. Although these events tend to produce localized flooding, some areas are more vulnerable to others to this flooding due to historical, non-regulated development, or the steady increase of impervious surfaces in smaller watersheds that can "stage up" quickly. Various areas of the county are susceptible to flooding from the heavy rains that are typical during the summer, particularly the southeast areas of the county. Overall, flooding is the most common hazard facing Leon County and affects more residents, on average, than any other event.

Medium risk hazards include thunderstorms, tornados, flooding, lightning, droughts, hazardous materials storage and transportation, and energy failures and disruptions.

Low risk events include wildfires, sinkholes, terrorism, dam failure, storm surge/tsunamis, exotic pest infestations, diseases and pandemics, and aviation incidents.

## **Chapter 3 – Mitigation Strategy**

This section discusses the overall mitigation strategy, including Hazard Mitigation Goals and Objectives and the Hazard Mitigation Initiatives intended to address the hazards previously outlined.

### **3.1 Hazard Mitigation Goals and Objectives**

To assist them in analyzing regional, county and municipal policies, ordinances and programs that affect mitigation the LMS Committee developed six hazard mitigation goals with supporting objectives. The list was developed from a review of County and City comprehensive plans, land development regulations, and the CEMP to determine those elements of the plans and regulations with mitigation implications.

The LMS Committee re-evaluated the adopted Hazard Mitigation Goals and Objectives at a meeting on May 29, 2014 to reflect the latest local government and other stakeholder priorities. These goals and objectives include:

#### **1. Goal: Protect human health, safety and welfare**

##### **Objectives:**

- 1.1 Limit public expenditures in areas identified as subject to repetitive damage from disasters.
- 1.2 Ensure the protection of critical facilities such as prohibitions on constructing critical facilities in hazard areas.
- 1.3 Reduce or eliminate development in hazard prone areas such as floodplains.
- 1.4 Regulate non-conforming land uses particularly in areas subject to damage from disasters.
- 1.5 Encourage the removal of septic tanks and technically hazardous sites such as chemical storage facilities from hazard areas.
- 1.6 Consider the impact of hazard mitigation when conducting development review and approval.
- 1.7 Implement additional development restrictions in hazard areas.
- 1.8 Consider the use of land acquisition programs for properties subject to development that are located in hazard areas.
- 1.9 Coordinate efforts to develop and maintain current maps of regional hazards.

#### **2. Goal: Protect economic activities within the community.**

##### **Objectives:**

- 2.1 Encourage economic diversification to protect the community from hazards that may affect a single economic source.
- 2.2 Encourage programs to address repetitively damaged and vulnerable commercial structures.
- 2.3 Coordinate with the local business community in the development of existing and proposed mitigation initiatives.

**3. Goal: Enhance regional mitigation efforts.**

Objectives:

- 3.1 Coordinate with other government agencies to develop regional mitigation efforts.
- 3.2 Encourage hazard mitigation training with agencies throughout the region.
- 3.3 Coordinate with other government agencies to develop regional hazard mapping procedures and processes.

**4. Goal: Promote adequate and safe housing.**

Objectives:

- 4.1 Encourage programs to address repetitively damaged and vulnerable residential structures.
- 4.2 Encourage the development of land development building codes and inspection procedures that meet or exceed the hazard mitigation-related portions of the Florida Building Code.

**5. Goal: Protect community resources, including, but not limited to, infrastructure, and environmental, recreational, and historic resources.**

Objectives:

- 5.1 Provide for the removal and/or relocation of damaged and vulnerable infrastructure.
- 5.2 Regulate land use, floodplains, non-point source stormwater run-off, and the design and location of sanitary sewer and septic tanks in hazard-prone areas, pursuant to rule 9J5.012(3)(c)3, F.A.C.
- 5.3 Encourage the removal of septic tanks from hazard areas.

**6. Goal: Promote the community's ability to respond to a disaster in a timely manner.**

Objectives:

- 6.1 Participate in the National Flood Insurance Program (NFIP) and Community Rating System (CRS).
- 6.2 Develop procedures to request limited revision of Flood Insurance Rate Map studies from the NFIP.
- 6.3 Develop procedures to address activities that can earn credit toward reduction of NFIP insurance premiums through CRS.
- 6.4 Encourage public awareness of hazards and hazard prone areas in the community.
- 6.5 Preserve the ability to evacuate hazard areas.
- 6.6 Maintain policies and procedures for pre- and post-storm development.

### **3.2 Prioritization Procedures for Hazard Mitigation Actions**

As part of developing the original LMS, the LMS Committee recognized the need to rank and prioritize the mitigation initiatives. The purpose of the ranking was to indicate the overall importance of the project to local mitigation efforts by rank ordering those initiatives that support public health and safety, protect people and protect real property in the most vulnerable areas. The Committee developed a list of criteria, performance measures, and number of points that could be assigned to weight these initiatives. Points were provided for initiatives that supported essential or critical public and private services, and previously identified mitigation goals. Bonus points were awarded to those initiatives that provide additional benefits.

LMS Committee members prioritized the individual initiatives based on stakeholder priorities. Based on the final scores, the Committee grouped the initiatives into high, medium or low categories. This initial ranking resulted in 11 high, 8 medium and 5 low priority initiatives.

### **3.4 Current Prioritized Hazard Mitigation Initiatives**

#### **Changes and Prioritization**

For the 2015 update to the LMS, the Prioritized List of Hazard Mitigation Initiatives and ranking were re-evaluated by the LMS Committee. The status and priority of mitigation initiatives were discussed in a meeting of the LMS Committee on December 10, 2014. LMS Committee staff presented a status report for each mitigation initiative. The status updates were derived from the annual progress report produced by the City of Tallahassee Stormwater Management Division each year, and through discussions with LMS Committee members and other local officials.

After discussion and evaluation of the mitigation initiatives, based on the community's history of hazards, mitigation efforts, new development, priorities, and other data identified by the Update Committee, the LMS Committee kept the priority list intact, added one new initiative at the bottom of the list, and removed one completed initiative from the list. This completed initiative was the building of a single, community-wide emergency operations center. The Tallahassee – Leon County Public Safety Complex is a multi-purpose facility developed in partnership with the City of Tallahassee and Leon County. This state-of-the-art facility is designed to withstand winds from a Category 3 hurricane or F4 tornado. This facility houses the City of Tallahassee Regional Transportation Management, the Leon County Emergency Operations Center, the Joint Dispatch Center, the Leon County Emergency Medical Services, and the Tallahassee Fire Department Administration. Most importantly, the public safety dispatchers for all services work together in the same facility. This ensures that when assistance is needed, the closest and most appropriate Fire, Police, Sheriff or EMS unit will be sent.

Other changes to the list of mitigation initiatives included providing status updates based on the annual progress report; updating the hazards addressed by the initiative; updating the organizations, including departments and divisions referenced; and updating references to potential funding sources.

For the 2017 update, the LMS Committee reviewed the current list of initiatives, and decided to change the wording and order of this list to reflect changes in priorities, accomplishments, and outdated initiatives. These changes were largely based on experiences and lessons learned after Hurricane Hermine, which made landfall just east of St. Marks, Florida on September 2, 2016. Other changes include modifying the LMS Steering Committee bylaws to reflect various organizational changes.

As of 2017, the current Prioritized Mitigation Initiatives list currently includes 20 initiatives. Table 3.3 provides a description of each initiative, the hazard(s) that the mitigation initiative is intended to



address, the agency responsible for leading efforts towards implementation, and potential funding sources.

### Cost/Benefit Analysis

In the previous edition of the LMS, a basic cost/benefit analysis was conducted for the proposed mitigation alternatives. Because the list of prioritized mitigation initiatives was relatively unchanged, this economic evaluation of mitigation initiatives was incorporated into Table 3.3 within the current LMS update.

The mitigation programs and policies identified by the LMS Committee are generally non-capital efforts, such as policy changes and updates to existing codes and plans. Many of these efforts are ongoing, and there is no explicit starting or ending time or schedule in place. Nevertheless, in order to assess the benefits of mitigation actions versus the cost of implementing these initiatives, an economic evaluation of each mitigation initiative was performed by determining the estimated costs, benefits, and available funding sources for each initiative.

This estimated cost ranking system serves the purpose of assessing the potential cost of implementing each mitigation initiative. It also provides an indicator of the extent to which benefits may be maximized according to a cost-benefit review of the proposed projects and their associated costs. The categories of the estimated cost ranking system are depicted below:

Low Rank	\$1 - \$50,000
Medium Rank	\$50,001 - \$250,000
High Rank	\$250,001 and up

Estimated costs were previously derived through consultation with LMS Committee staff and other local officials familiar with the initiatives and related programs. LMS Committee staff met on numerous occasions to discuss aspects of each initiative and estimate costs for implementing these initiatives. Estimated cost rankings for each mitigation initiative were then incorporated into Table 3.3. Potential non-local funding sources are incorporated into the description of each mitigation initiative in Table 3.3.

The hazard mitigation capital projects include stormwater ponds, culverts, flood warning devices, storm retrofits, and emergency response equipment purchases. For most of these efforts, the local governments will require outside funding assistance. Many of the identified projects will involve both studies and implementation of the study results. Because the previous list of mitigation alternatives was not significantly changed, an updated analysis was not conducted for the 2015 update of the LMS.

Depending on the grant program requirements, identified capital projects to mitigate hazards will provide a cost/benefit analysis as part of the grant application.

### Ranking of Proposed Hazard Mitigation Grant Program Applications

The LMS Committee, at a public meeting on April 18, 2017, voted to prioritize seven proposed HMGP projects using a simple ordinal ranking system that was accepted by the Committee. This is a spreadsheet-based ranking system that is included in this document as Technical Appendix M. The methodology is to ask the Committee to make either/or selections for summaries of each proposed grant proposal. The results are scored and ranked in the spreadsheet, and the results voted upon by the Committee.

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs& Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
(1) Continue to identify needs for improving the disaster resistance of critical facilities.	<p>Critical facilities provide essential services in the event of an emergency, but may be housed in structures that require improvements to weather the impacts of a disaster. Improvements may include, but not be limited to, installing storm shutters, moving utilities underground, and acquiring or retrofitting generators, pumps, and associated appurtenances and/or connections for traffic signals, sewage pump stations, water well pump stations, and emergency shelters.</p> <p>Status: The Local Mitigation Strategy Steering Committee continues to work to identify additional security measures to protect critical facilities within the community. The City has installed extra security measures at certain critical facilities throughout the City. The North Florida Regional Domestic Security Task Force is provided funding to address K-12, Universities, Court houses and communications towers, funding is still needed to protect utilities.</p> <p>There is increased emphasis on identifying needs for improving critical facilities and monitoring since Hurricane Hermine on September 2, 2016. Because of the hurricane, additional funding needs have been identified for generators to operate, traffic signals, sewage pump stations, water well pump stations and emergency shelters such as schools, public community centers and libraries. There is also a need to move key vulnerable electric grid components underground to protect them from storms. There are approximately 150 key overhead main circuit lines and these frequently serve medical, public safety and other critical facilities.</p> <p>A local committee outlines certain items to be purchased, and some funding is coordinated through the Regional Domestic Security Task Force (RDSTF). However, available funding for this initiative is decreasing.</p>	Flooding, Hurricanes & Tropical Storms, Storm Surge/ Tsunami, Energy Failures/ Disruptions	High/Continuing	City of Tallahassee and Leon County Emergency Management	City of Tallahassee & Leon County	HMGP (Florida Division of Emergency Management (EM)); Community Development Block Grant (Department of Economic Opportunity (DEO)); Regional Domestic Security Task Force (RDSTF) (Department of Homeland Security (DHS))

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs & Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
<b>(2) Increase intergovernmental coordination in the area of stormwater management.</b>	<p>Stormwater does not follow jurisdictional boundaries. Land use activities in the City can affect drainage characteristics outside municipal boundaries and, to a lesser extent, vice versa. In the past, stormwater management opportunities have been constrained by fiscal concerns and the impacts of significant amounts of pre-code development. These factors necessitate strong intergovernmental coordination for stormwater management efforts to be effective.</p> <p><u>Status:</u> Intergovernmental Stormwater management coordination is currently accomplished through several initiatives including countywide land development ordinance, Blueprint 2000 intergovernmental agency Stormwater improvement projects and Local Mitigation Strategy Steering Committee meetings. In addition, the City and County are currently working with the Northwest Florida Water Management District in an effort to improve the accuracy of the Flood Insurance Rate Maps through the Risk Map program, which is funded by FEMA. Once complete, it is expected that FEMA will issue updates to the FIRM, which will improve the accuracy of the depiction of Special Flood Hazard Areas for the community.</p>	Flooding	Low/ Continuing	City Underground Utilities & Public Infrastructure and County Public Works; City and County Commissions	City of Tallahassee & Leon County	Local
<b>(3) Improve the disaster resistance of existing site built housing stock.</b>	<p>Build upon current CDBG, HOME and SHIP programs to improve the disaster resistance of existing site built housing stock, including elevating structures where feasible.</p> <p><u>Status:</u> The Capital Area Chapter of the American Red Cross continues to provide educational programs to low income population on how they can be disaster resistant and be part of the Ready Rating Program. <a href="http://www.readyrating.org/">http://www.readyrating.org/</a></p>	All	High/ Continuing	Tallahassee Economic & Community Development, Leon County Housing and Human Services; Capital Area Red Cross	City of Tallahassee & Leon County	CDBG Program, SHIP, HOME, HMGP, and FMAP; Repair and Restoration of Disaster Damaged Historic Properties (FEMA); National Flood Mitigation Fund (FEMA); Emergency Advance Measures for Flood Prevention (U.S. COE )

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs& Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
<b>(4) Advocate that FEMA modify its policies to accommodate local floodplain management program requirements so as to avoid the frequent necessity for duplicate, and sometimes conflicting, modeling for NFIP purposes.</b>	<p>FEMA is very reluctant to fund and manage software review activities at a level necessary to facilitate needed coordination and cooperation with multi-objective local stormwater management programs. Tallahassee and Leon County have advanced stormwater regulations and require sophisticated digital modeling. FEMA is very slow to review (let alone consider approval of) new modeling software or even more current versions of previously approved software. As a result, local communities frequently are faced with having to do advanced modeling for design and local permitting and then duplicate modeling with the limited suite of FEMA-approved software for NFIP purposes. Not only is this a waste of taxpayer dollars, but frequently it results in conflicting flood stage data.</p> <p><u>Status:</u> The City of Tallahassee and Leon County continue to cooperate with the Northwest Florida Water Management District through a Cooperating Technical Partnership with FEMA, which will be instrumental in accomplishing this goal. The City and County attended the Apalachee Bay Saint Mark River Watershed Discovery Meeting for the purpose of updating the FEMA flood maps for the Saint Marks Basin. The City of Tallahassee has provided a map of areas to be reviewed to FEMA.</p>	Flooding	Low/ Continuing	City of Tallahassee Underground Utilities & Public Infrastructure and Leon County Public Works; Leon County Development Support and Environmental Management (DSEM)	City of Tallahassee& Leon County	Local

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs& Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
<b>(5) Improve floodplain boundary identification and implementation of the FEMA map amendment process.</b>	<p>Efforts would focus on correcting inaccuracies in FEMA flood hazard boundaries. These boundaries are used for insurance purposes and frequently increase rates for residents that are clearly not in the floodplain. Other citizens use this information to guide property purchases and find out they are susceptible to flooding despite lying outside the hazard areas of a FIRM. This initiative would require the hiring of sufficient personnel to identify and prepare map amendments and expand the existing floodplain database to include best available information, such as permitting models, for incorporation into a GIS. Besides providing better data that could reduce insurance rates and improve decisions regarding property purchases, this information could guide acquisition efforts.</p> <p><u>Status:</u> The City and County are currently working with the Northwest Florida Water Management District in an effort to improve the accuracy of the Flood Insurance Rate Maps through the Risk Map program, which is funded by FEMA. Once complete, it is expected that FEMA will issue updates to the FIRM, which will improve the accuracy of the depiction of Special Flood Hazard Areas for the community.</p>	Flooding, Storm Surge/ Tsunami	Medium/ Continuing	City of Tallahassee Growth Management and Underground Utilities & Public Infrastructure, DSEM, Leon County Public Works; Tallahassee-Leon MIS/GIS	City of Tallahassee& Leon County	EMPA Trust Fund (DEM); Small Watershed Program (USDA); Emergency Advance Measures for Flood Prevention (Army Corps); Resource Conservation and Development Program (USDA); Soil and Water Conservation Program (USDA); National Flood Mitigation Fund (FEMA)
<b>(6) Explore methods to eliminate additional development in the 25-year floodplain.</b>	<p>This initiative aims at keeping new buildings from the highest risk area of the floodplain, and might include an acquisition effort targeting undeveloped lots.</p> <p><u>Status:</u> The City of Tallahassee, Growth Management Department continues to consider new ordinance language to accomplish this goal.</p>	Flooding	High/ Continuing	City of Tallahassee Growth Management and DSEM, Tallahassee- Leon County Planning	City of Tallahassee& Leon County	Local

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs & Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
<b>(7) Create a public education campaign and community program that promotes awareness of vulnerability to hazards in our community and encourage disaster preparation.</b>	<p><u>Status</u>: : Capital Area Chapter of the American Red Cross has developed the “Ready Rating Program.” The program is designed to mitigate the impact of various disasters by educating residential and commercial property owners on personal actions they can take to reduce the effects of a disaster (such as removing dead limbs, putting up shutters / plywood, creating a safe room in your house/business, etc.).</p> <p>The City, Red Cross and County hosted an annual “Build a Bucket” disaster fair focusing on the community’s vulnerability to various disasters and possible mitigation techniques, including wildfire mitigation actions developed by the Florida Forest Service. The fair could be hosted annually as a stand-alone event, and integrated into other community events throughout the year. This strategy would address creating a safe room within the home, general home protection procedures, etc.</p> <p>Leon County Emergency Management also supports NOAA's Weather Ready Nation initiative. NOAA’s Weather-Ready Nation initiative is first and foremost to save more lives and livelihoods. By increasing the nation’s weather-readiness, the country will be prepared to protect, mitigate, respond to and recover from weather-related disasters.</p> <p>As part of the Weather-Ready Nation initiative, NOAA, along with partners, wants to motivate individuals and communities to take actions that will prepare them in the event of a weather disaster and to share their preparedness steps with others. These actions can save lives anywhere - at home, in schools, and in the workplace before tornados, hurricanes, and other extreme types of weather strike.</p>	All Hazards	Low/ Continuing (for Repetitive Flood Loss Property Owners, Owners of Property in Floodplain, and Utility billing educational inserts)	City of Tallahassee and Leon County Emergency Management; Capital Area Red Cross	City of Tallahassee & Leon County	EMPA Trust Fund (DEM)
<b>(8) Continue current efforts to remove dead, dying or diseased trees or branches next to roadways and power lines.</b>	<p>Debris from storm events poses a hazard to overhead power lines and roads.</p> <p><u>Status</u>: Existing City Electric utility tree trimming policy is to trim all vegetation back to 6 feet from existing power lines. The entire system is trimmed on an 18 month cycle. Recently adopted policy (Dec 2014 commission approval) allows neighborhoods with high rates of outages due to vegetation to request additional clearance up to 10 feet from existing power lines. Final policy still not defined.</p>	Hurricanes & Tropical Storms, Tornados, Thunderstorms, Exotic Pest Infestations, Drought	High/Continuing	City of Tallahassee Underground Utilities & Public Infrastructure and Leon County Public Works, City Electric Utilities and Talquin Electric	City of Tallahassee & Leon County	Local

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs& Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
<b>(9) City of Tallahassee and Leon County flood-related capital improvement projects.</b>	<u>Status:</u> Numerous stormwater projects have been identified as necessary to provide relief to existing flood problems. A complete list of projects for the City of Tallahassee and Leon County are included in Appendix D.	Flooding/ Tsunami	High/Continuing	City of Tallahassee Underground Utilities & Public Infrastructure and Leon County Public Works	City of Tallahassee& Leon County	CDBG (DEO); HMGP (DEM); Emergency Bank Protection (Army Corps); STP (ISTEA); Sustainable Development Challenge Grants (EPA); National Flood Mitigation Fund (FEMA); Soil and Water Conservation (USDA); Resource Conservation and Development (USDA); Small Watershed Program (USDA)
<b>(10) Acquire parcels subject to flooding in the 100-year floodplain.</b>	This initiative builds on past City/County floodplain acquisition efforts and would be enhanced by improved information developed through Initiative #5. Acquisitions would target improved parcels with the most vulnerable structures.  <u>Status:</u> The City and County continue to evaluate potential acquisition projects and possible funding sources for property acquisitions within the 100-year floodplain. Many parcels within the 100-year floodplain have been purchased by the City of Tallahassee and Leon County during previous years to provide flood relief to flood prone property owners. Some of these acquisition projects were entirely funded using local dollars. Others were funded through state and federal programs while also making use of local matching funds. Examples of these programs include the Flood Mitigation Assistance Program and the Hazard Mitigation Grant Program, both of which are FEMA programs administered by the Florida Division of Emergency Management.	Flooding, Hurricanes & Tropical Storms, Storm Surge/ Tsunami	High/Continuing	City of Tallahassee Underground Utilities & Public Infrastructure; Leon County Public Works; Tallahassee - Leon County Planning	City of Tallahassee& Leon County	Florida Communities Trust; HMGP
<b>(11) Develop and maintain emergency notification systems for all hazards and critical facilities.</b>	Emergency notifications and warnings are essential to protecting lives and property. Immediate notification to a specific area is critical during rapidly developing situations such as tornados, hazardous material releases, and flash and other flooding events. This system can also be used to inform residents of utilities issues such as boil water notices, power	All Hazards	Medium/Continuing	Leon County, City of Tallahassee, Emergency Management; Law Enforcement, Fire and Health; FSU; FAMU; TCC	City of Tallahassee& Leon County	HMGP (DEM); National Flood Mitigation Fund (FEMA) U.S. Department of Homeland Security

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs & Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
	<p>outages, sewer issues, Amber Alerts and more.</p> <p><u>Status:</u></p> <p>Both the City of Tallahassee and Leon County have developed communications departments that also regularly send out public notifications via press releases, social media, and institutional websites. In addition to these capabilities, there are several warning systems already in place within Leon County and the City of Tallahassee. For instance, the Federal Emergency Management Agency, Federal Communications Commission, and the Wireless Communications Industry launched the Wireless Emergency Alert (WEA) system in 2013. This system sends concise, text-like messages to WEA capable mobile devices. Wireless providers, representing 97% of subscribers, are participating in distributing Wireless Emergency Alerts. Mobile users will not be charged for receiving these text-like alerts and are automatically enrolled to receive them. Wireless Emergency Alerts are a point-to-multipoint system, which means alert messages will be sent to those within a targeted warning area, unlike text messages which are not location aware. Wireless Emergency Alerts distributed by the National Weather Service include: Tornado Warning, Extreme Wind Warning, Flash Flood Warning, and Hurricane Warning. There are several flood-warning networks in place throughout the City and County, including a telephone-based warning system at the Lake Talquin Dam, and the Capital Area Flood Warning Network and the City of Tallahassee's Rainfall Data Telemetry System. The Capital Area Flood Warning Network and the City of Tallahassee Rainfall Data Telemetry System provide real-time rainfall totals and water levels at key points within the community. Emergency Management Officials can then use this information during major storm events to identify potential areas of flooding.</p> <p><i>Leon County</i></p> <p>Leon County utilizes the internet website <a href="http://cms.leoncountyfl.gov/ei/">http://cms.leoncountyfl.gov/ei/</a> to post all-hazards emergency public information for use by citizens and the media during emergency events. They also utilize a subscription service (powered by GovDelivery) available at the Leon County website for citizens to sign up for all-hazards emergency notifications, traffic notifications, as well as general Leon County government</p>					



**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs& Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
	<p>announcements. Notifications are available via email and SMS.</p> <p>During an emergency, Leon County Emergency Management staff can broadcast live through an electronic link on WFSU-88.9 FM. This provides full radio coverage throughout Leon County and the surrounding area as a primary resource for emergency and public safety information. From local government's experiences with Hurricane Hermine, County emergency management staff has recommended that WFSU be designated as a critical facility, that EOC personnel be tasked to report this information, and to review and upgrade if necessary the existing telecommunications link with WFSU (88.9 FM) located in the Public Safety Complex. An additional recommendation includes considering providing WFSU's video production support (satellite uplink, etc .) to media partners in the Public Safety Complex in order to broadcast briefings and community updates.</p> <p><i>City of Tallahassee</i></p> <p>There are also smaller networks that monitor critical infrastructure and weather events. The City of Tallahassee's Water Quality Administration has initiated a remote detection system to determine the status and condition of the potable well facilities. This system achieves the goal of an audible alarm system for our potable water system. The Thomas P. Smith wastewater treatment plant on Springhill Road has a separate monitoring system with audible alarms for all equipment. The SCADA system monitors for potential chemical and gas leaks with audio and visual alarms.</p> <p>COT Electric Utility staff maintains a list of email and phone numbers for residents downstream of the Corn Hydro Facility (i.e., Lake Talquin Dam). This list enables automatic email and phone distribution of either early warning of flooding due to know events upstream or emergency notification of rapidly developing events. Additionally, an emergency siren exists at the dam for boaters and residents in the immediate downstream area. These systems are tested on a quarterly basis.</p> <p><i>Tallahassee Community College</i></p> <p>Tallahassee Community College (TCC) utilizes an Emergency Notification System called TCC Alert. System components</p>					

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs& Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
	<p>include:</p> <ul style="list-style-type: none"> <li>• RAVE emergency reporting software sends messages to classroom phones, personal phones including text messages, E-mails and computer screen pop-ups for all campus computers.</li> <li>• Federal Signal Outdoor Siren System / Audible Messages</li> <li>• Captiveyes T.V. monitors screen pop-ups located throughout the campus</li> </ul> <p><i>Florida State University</i></p> <p>The Florida State University (FSU) Alert emergency notification and warning system (<a href="http://emergency.fsu.edu/services/FSUAlert">http://emergency.fsu.edu/services/FSUAlert</a>) at provides 35+ methods of delivery, single-button activation, and end-user delivery in 5 minutes or less. The university continues to develop and improve the system with expanded coverage, new interoperable communications technologies, and redundancies to ensure operability at all times under all conditions.</p> <p>FSU recently added capabilities to issue emergency alerts and share response information through a new mobile app called SeminoleSAFE. The FSU ALERT EZ system allows for single-button activation and streamlines warning and notification to 3-5 minutes or less in the most extreme situations.</p> <p>FSU has identified locations on its campus prone to flooding with associated personal injury and property damage. University emergency management staff has proposed to install flood detection equipment in several key locations on its campus and integrate these stations into the FSU ALERT emergency notification and warning system. This Flood Detection and Warning system will require additional funding to implement.</p> <p>FSU has proposed a regional lightning mapping array (LMA). This regional lightning detection and warning system would provide all public and non-profit entities in the region advanced warning of the potential of a lightning strike, followed by active monitoring capabilities once lightning is occurring. With advanced warning, detection and monitoring capabilities, the goal is to mitigate the risk to life and property from lightning strikes. FSU is exploring various possibilities for support.</p> <p>A local company, WeatherSTEM, has partnered with Florida</p>					

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs& Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
	<p>State University, Tallahassee Community College, Florida A&amp;M University, Leon County Schools and others to install forty-three weather stations throughout Tallahassee-Leon County. This regional weather MESONET of weather stations allows the general public and others the opportunity to enroll in personal notifications of a variety of weather conditions, including lightning. The system provides a Professional Lightning Advisor (PLA) feature which allows people to monitor an ongoing lightning threat and determine when it is safe to resume normal activities. Additional stations and system features are in continual development.</p> <p><i>Florida Agricultural and Mechanical University</i></p> <p>The Florida Agricultural and Mechanical University (FAMU) emergency notification system issues warnings through Blackboard Connect, the University's emergency notification system. This web-based system sends instant alerts to all students, faculty and staff cell phones, e-mail, and/or pagers. On the main campus (Tallahassee), when notification is necessary due to an immediate and serious threat to public safety, the campus community will also be alerted through its Emergency Siren System, which delivers an audible tone followed by a voice message to the community notifying them of the immediate threat.</p> <p>Overall, monitoring and communications equipment, especially for state of the art digitally-based systems that protect critical facilities, can often require significant startup and/or maintenance funding commitments.</p>					

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs & Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
<b>(12) Explore the feasibility of adding a full build-out component to the Leon County Master Stormwater Management Plan</b>	<u>Status:</u> The master Stormwater management plan does not take into account Stormwater and flooding impacts given future build-out conditions for the entire County. This information could be used to revise existing floodplain regulations so that they reflect projected build-out conditions. Based on information from the Leon County Public Works Department, there are no plans to update the Master Plan at this time due to staffing limitations and current allocation of available resources.	Flooding, Hurricanes & Tropical Storms, Storm Surge/ Tsunami	Medium/Continuing	DSEM, Tallahassee- Leon County Planning	Leon County	EMPA Trust Fund (DCA); Small Watershed Program (USDA); Emergency Advance Measures for Flood Prevention (Army Corps); Resource Conservation and Development Program (USDA); Soil and Water Conservation Program (USDA); National Flood Mitigation Fund (FEMA)
<b>(13) City and County are to implement a program to acquire easement or fee simple land allowing access to maintain the major ditches/canals to reduce flooding.</b>	<p>The program would consist of the acquisition of easements for ditches and the necessary land to access the ditches so normal maintenance can be performed. Currently the City of Tallahassee is responsible for the maintenance of over 23 miles of major ditches, and the County maintains over 28 miles of major ditches. About 15 miles have adequate access easements, are located within an easement or are located on public ROW. Approximately 30 acres are needed to have full public access to maintain the ditches.</p> <p><u>Status:</u> The County has no plans to acquire any additional easements or fee simple properties for maintenance access. The City continues to acquire properties and/or easements as needed in conjunction with stormwater management capital improvement projects.</p>	Flooding	High/Continuing	City of Tallahassee Underground Utilities & Public Infrastructure; Leon County Public Works	City of Tallahassee & Leon County	HMGP (DEM); National Flood Mitigation Fund (FEMA)

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

<b>Initiative</b>	<b>Summary/Status as of April 2017</b>	<b>Hazards</b>	<b>2015 Estimated Costs &amp; Timeframe</b>	<b>Responsible Agencies</b>	<b>Jurisdiction</b>	<b>Potential Funding Sources</b>
<b>(14) Secure funding source for identified shuttering and hardening needs for windows at Tallahassee Memorial Hospital (TMH).</b>	<p>Tallahassee Memorial Hospital is highly susceptible to wind damage from a tropical storm/hurricane. Currently neither hospital has storm shutters in place. As one of the primary hospitals serving the City of Tallahassee, Leon County and the region, local emergency management personnel should work with TMH to identify shutter options and hardening needs for windows, including costs. In addition, efforts should be undertaken to identify and harden essential support facilities (such as generators) at the hospital.</p> <p><u>Status:</u> Once a possible funding source is identified, the committee has discussed applying for window protection at TMH. TMH has developed an application for hazard mitigation and is ready to proceed when funding becomes available. The other Tallahassee community hospital, Capital Regional Medical Center has installed hardened windows.</p>	Flooding, Hurricanes & Tropical Storms, Storm Surge/ Tsunami	High/Continuing	City of Tallahassee and Leon County Emergency Management	City of Tallahassee & Leon County	EMPA Trust Fund (DEM); HMGP (DEM); CDBG (DEO)
<b>(15) Consider addressing the economic impact of different disaster scenarios, as information becomes available.</b>	<p><u>Status:</u> The Florida Division of Emergency Management (DEM) has considered developing an economic impact model as part of their disaster modeling. Some data are already available through the TAOS and/or Hazus models.</p> <p>The City of Tallahassee, Leon County, and the Capital Area Chapter of the American Red Cross have programs in place to assess the impacts of disaster immediately following an event. Damage Assessment Teams are deployed following a disaster on a countywide basis to document disaster-related damages. These data are available to local, state, and federal governments, as well as local non-profits, universities, and other organizations.</p> <p>Tallahassee - Leon County GIS (TLCGIS) has developed HAZUS capabilities and training. This software program has been used to estimate direct economic loss from building damage and indirect losses such as business interruption. These data and their model result are also used in the Tallahassee – Leon County Post-Disaster Redevelopment Plan (PDRP). An updated Hazus model and data will be utilized for the 2017 update of the PDRP. Additionally, HAZUS can estimate shelter needs based on population and socioeconomic information, as well as other impacts and mitigation needs.</p>	All Hazards	Low/Continuing	TLCGIS, City & County Offices of Management and Budget	City of Tallahassee & Leon County	Local

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs& Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
<b>(16) Continue to improve and expand regional response capabilities for responding to hazardous materials and terrorism events.</b>	<p>The possibility of an incident involving a weapon of mass destruction or a hazardous materials release exists within Leon County. County EM is preparing a response plan and now needs to identify the equipment needed to respond to effectively to an incident. In addition, the City and County need to identify potential funding sources to acquire the highly specialized, and often expensive, equipment.</p> <p><u>Status:</u> Tallahassee Fire Department (TPD) has the only hazardous materials response unit in the region (between Alachua and Escambia Counties, and to a lesser extent, Bay County). Currently, TPD will respond to hazardous materials incidents outside of the County. TPD has also created a Regional Hazardous Materials Response Team.</p> <p>Our community emergency management officials have identified equipment needs and have purchased many of these items with funding from the federal Department of Homeland Security and the Federal Emergency Management Agency. A local committee outlines items to be purchased, and funding is coordinated through the Regional Domestic Security Task Force. However, available funding for this initiative is decreasing.</p>	Hazardous Materials Storage and Transportation, Terrorism, Aviation Incidents	Medium/Continuing	City of Tallahassee and Leon County Emergency Management	City of Tallahassee& Leon County	DEO/FEMA and other federal agency grants Chemical Emergency Preparedness and Prevention Grants Program (EPA); Disposal of Federal Surplus Property (GSA); Hazardous Materials Training Program (FEMA)
<b>(17) Maintain training programs for emergency responders, and continue to identify new training programs as needed.</b>	<p>In the event of a natural disaster, hazardous material release, or other catastrophic incident, numerous emergency responders, often with widely different roles, will be required to work as a single, integrated unit. Key to this effort is training. The City and County need to continually identify the different training needs for numerous responders, including, but not limited to dispatchers, initial responders, field responders, and incident commanders. Included as part of this is a continuous training program, involving classroom training, tabletop exercises and field exercises. The effort should also address the development and implement public awareness training programs.</p> <p><u>Status:</u> The Apalachee Regional Planning Council, Tallahassee, Gainesville, Thomasville, Valdosta and other surrounding communities have worked together on regional responses. In Florida, surrounding communities have agreed to support each other through the Fire Chief's Association and the Regional Domestic Security Tasks Forces. There are seven of these in Florida, and they support each other as needed.</p>	All	Low/Continuing	City of Tallahassee and Leon County Emergency Management	City of Tallahassee& Leon County	Hazardous Materials Training Program (FEMA); Chemical Emergency Preparedness and Prevention Grants Program (EPA)

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

Initiative	Summary/Status as of April 2017	Hazards	2015 Estimated Costs& Timeframe	Responsible Agencies	Jurisdiction	Potential Funding Sources
<b>(18) Identify populations at risk under different scenarios.</b>	<p>Determine the impact on housing, medical, evacuation, shelters, etc., for different populations such as those attending special events, student populations, and the elderly.</p> <p><u>Status:</u> Leon County has developed HAZUS capabilities and training. This software program has been used to estimate direct economic loss from building damage and indirect losses such as business interruption. Additionally, HAZUS can estimate shelter needs based on population and socioeconomic information. Leon County Geographical Information system (GIS) department has received Hazus 3.1 and will use it to compare known damages from Hurricane Hermine. It will also be integrated into the 2020 LMS update.</p> <p>The Local Mitigation Strategy Steering Committee regularly meets to discuss these issues. Additional coordination has also taken place using the digital information available through the community's Geographic Information System. In addition, the Florida Department of Health and the Florida Division of Emergency Management also considers this topic for hazardous materials.</p> <p>In addition, the Leon County and the City of Tallahassee in 2011-2012 collaboratively developed a Post-Disaster Redevelopment Plan (PDRP) in order to better prepare the community for long-term recovery and redevelopment after a disaster. This plan complements other planning efforts ongoing in the city and the county, including the Comprehensive Plan, Local Mitigation Strategy (LMS) and Comprehensive Emergency Management Plan (CEMP). The PDRP identifies policies, operational strategies and roles and responsibilities for implementation that will guide decisions that affect long-term recovery and redevelopment of the community after a disaster. The PDRP is required to be updated every five years.</p> <p>Leon County now also requires a Temporary Uses, Construction Staging Areas and Special Events Permit for events intended to accommodate an attendance of 250 or more persons. The County's Department of Development Support and Environmental Management processes this permit, which is reviewed by the County's Development Services Division, Fire Safety Office, Emergency Medical Services, Sheriff's Office and the Health Department.</p>	All	Low/Continuing	TLCGIS, City of Tallahassee and Leon County Emergency Management, and City of Tallahassee - Leon County Planning	City of Tallahassee & Leon County	EMPA Trust Fund (DEM)

**Table 3.3. Prioritized Mitigation Initiatives with Potential Funding Sources, 2017**

<b>Initiative</b>	<b>Summary/Status as of April 2017</b>	<b>Hazards</b>	<b>2015 Estimated Costs&amp; Timeframe</b>	<b>Responsible Agencies</b>	<b>Jurisdiction</b>	<b>Potential Funding Sources</b>
<b>(19) Encourage the establishment of community-based emergency shelters.</b>	<p>Subdivisions, mobile home parks, etc. that have storm shelters incorporated into their designs would provide additional sheltering capacity and eliminate the need to evacuate residents. These buildings could double as community centers.</p> <p><u>Status:</u> The City of Tallahassee and Leon County have a total of 15 school campuses and 72 buildings, which meet the Red Cross standards and can be used as emergency shelters. In addition, the City of Tallahassee is now providing transportation to persons who regularly ride StarMetro seeking shelter. Three shelters were employed during Hurricane Hermine on September 2, 2016.</p> <p>Through the successful completion of several structural hardening mitigation projects, Florida State University now maintains an inventory of four buildings with the capability to shelter 3,140 of its own students, faculty, staff and their immediate family members on campus, without burdening the community shelter system.</p>	All	Low/ Continuing	City of Tallahassee and Leon County Emergency Management	City of Tallahassee& Leon County	Local
<b>(20) Identify major land-based transportation corridors and establish safe zones around those corridors based on the exposure pathway for different chemicals.</b>	<p>This would also include identification of all structures, facilities and special need populations in the corridors. Provide ready access to this information to hazardous material response personnel, preferably from deployed resources (such as a GIS capability on the hazardous response vehicle).</p> <p><u>Status:</u> The Apalachee Regional Planning Council has developed a commodity transportation study for hazardous materials. In addition, local Emergency Management officials have developed preliminary mapping of safe zones, 1-2 miles along the major routes through the community.</p>	Hazardous Materials Storage and Transportation	Low/Continuing	City of Tallahassee and Leon County Emergency Management	City of Tallahassee& Leon County	Hazardous Materials training Program (FEMA); Chemical Emergency Preparedness and Prevention Program (EPA)



## **Chapter 4 – Plan Maintenance**

### **4.1 Monitoring, Maintenance and Updating**

The Steering Committee recognizes that in order to be effective, the *Tallahassee-Leon County Local Mitigation Strategy* must be reviewed and updated on a regular basis. To assist in this process, the LMS Committee has developed the following procedures:

1. The Steering Committee, with the assistance of the LMS Coordinator, will meet annually to review the local mitigation strategy, including evaluating the list of mitigation initiatives in Table 3.3, to ensure it is current and that it reflects changing conditions within the community. This will provide adequate time to incorporate any needed revisions prior to the next grant cycle. The Steering Committee will meet earlier or on a more frequent basis if needed, such as in a post-disaster environment.
2. The review of the local mitigation strategy will include:
  - a. Deletion of completed projects and/or programs;
  - b. Identification of new mitigation initiatives;
  - c. Evaluation of the impact of recommended changes to city and/or county plans and ordinances identified during the local mitigation process; and
  - d. Evaluation of any changes in the hazard identification and vulnerability assessment.
3. As needed, additional public and private sector interests will also be invited to participate in the review. Changes recommended by the Steering Committee will be forwarded to the Tallahassee-Leon County Planning Department and to Leon County Emergency Management for consideration. The Tallahassee-Leon County Planning Department, as coordinators for the LMS process, will forward recommended revisions to the City and County Commissions for final review and determination of action as directed by the Committee Chair.

Additionally, an annual Status Report will be prepared by the City of Tallahassee's Stormwater Management Division. This report will contain a report on the current status of each mitigation initiative, including progress towards the achievement of the initiatives purpose and new developments or programs impacting the implementation of the initiative. It is assumed that Leon County, as it enters the Community Rating System program, will prepare a similar annual report. These reports will be presented to the Steering Committee by City and County staff and the LMS Coordinator for review and consideration at each annual meeting. The Steering Committee will evaluate these annual reports to monitor the progress in meeting the established goals and objectives, as well as monitoring the implementation of the mitigation initiatives.

LMS Committee meetings, annual review of the plan, continued public involvement and the annual Status Report provided by the City of Tallahassee Stormwater Management Division will all be integral in compiling a comprehensive update to the Local Mitigation Strategy in 2020. It is expected that the update process will take approximately one year to complete and will require LMS Committee members, local officials, and community members to actively participate in the update process by reevaluating the LMS and providing new information as appropriate.

The update of the LMS will begin approximately 18 to 24 months prior to the expiration date of the current LMS. This process will be initiated by the LMS coordinator under supervision of the Steering Committee.

#### **4.2 Coordination with other Planning Mechanisms**

The following section details past and future efforts to coordinate the LMS with other local planning mechanisms.

##### Tallahassee-Leon County Comprehensive Plan

The Comprehensive Plan serves as the planning document that guides development in both the City of Tallahassee and Leon County. In 2007, amendments to the Comprehensive Plan resulted in the addition of new policies and objectives based on mitigation initiatives contained in the LMS and recommendations of the LMS Committee. The Intergovernmental Coordination Element was amended to incorporate policies describing the role and function of the LMS Committee. The Conservation Element was amended to incorporate policies to increase wildfire mitigation efforts, a promoted through the LMS. Policies and objectives in the Land Use Element were amended to incorporate goals and actions prescribed in the LMS Prioritized Mitigation Initiatives List. Lastly, the Glossary was amended to add the terms ‘hazard’ and ‘hazard mitigation’ to the language and terms within the Comprehensive Plan.

##### Leon County Comprehensive Emergency Management Plan

The LMS Committee and staff will continue to work with staff from the Leon County Sheriff’s Office to ensure policies, programs, mitigation plan and mitigation actions are consistent between the LMS and the Leon County Comprehensive Emergency Management Plan (CEMP). Any updates to the CEMP will consider and incorporate where appropriate relevant hazards, proposed mitigation alternatives, and other related information.

##### Tallahassee – Leon County Post-Disaster Redevelopment Plan

The 2012 Tallahassee - Leon County Post-Disaster Redevelopment Plan (PDRP) was developed as a tool to better prepare the community for long-term recovery and redevelopment after a disaster. The PDRP identifies policies, operational strategies, and roles and responsibilities for implementation that will guide decisions that affect long-term recovery and redevelopment of the community after a disaster. The PDRP emphasizes seizing opportunities for hazard mitigation and community improvement consistent with the goals of the Comprehensive Plan and the initiatives of the LMS. Hazus information in the PDRP was incorporated into this LMS update.

##### City of Tallahassee Stormwater Management Plan

The Tallahassee-Leon County Local Mitigation Strategy will continue to contribute to the maintenance requirements for the Community Rating System (CRS). The City’s Water Resources Engineering Division will also continue to produce an annual report on the status of the LMS and the list of prioritized mitigation initiatives.

##### Land Development Code

As discussed in Section 3.2, floodplain management regulations have been incorporated into both the City of Tallahassee’s and Leon County’s land development regulations, based on flood mitigation initiatives in the LMS and the FEMA requirements. Mitigation initiatives included in the LMS will

continue to be considered during amendments to existing ordinances and regulations and in the drafting of new ordinances and regulations for inclusion in the Code.

#### Local Government Capital Improvement Projects

Previously, mitigation initiative #11 included current flood-related capital improvement projects as an important mitigation action for addressing flood-related hazards in the City of Tallahassee. In the 2015 LMS update, prioritized mitigation initiative #9 includes continuing and newly identified flood-related capital improvement projects as an important mitigation action for addressing flood-related hazards in the City of Tallahassee and Leon County. Capital improvement projects identified by the City of Tallahassee and Leon County will continue to be incorporated into future updates to the LMS.

### **4.3 Public Participation**

The LMS Committee acknowledges that public participation is an important part of the plan maintenance and update processes for the local mitigation strategy. All LMS Committee meetings are publicly noticed by both the City of Tallahassee and Leon County Public Information offices. Implementation of the Strategy via capital projects or grant requests requires City or County commission approval (at minimum as part of the local government budgeting process, or more routinely as a separate action) and therefore is subject to public comment. Implementation of the Strategy via changes in public policy, such as through the local comprehensive plan or ordinance typically undergo several (noticed) public hearings before being considered for adoption. In sum, planning and implementation are subject to significant public review.

Separately from the publicly noticed annual meeting of the Steering Committee (which is required by the bylaws), at least one public meeting will be noticed and held annually to solicit further input on changes to the LMS or its planning procedures. This meeting may be held in conjunction with a commission workshop or with a scheduled agenda item regarding LMS activities before either the City or the County commission.

In addition to public notification for all LMS Committee meetings, making the 2015 LMS document available to the public online allows a broader proportion of the population the opportunity to participate in the LMS planning process. Citizens can contact TLCPD staff via an e-mail link on the webpage or by telephone through the number listed on the webpage with questions, concerns or comments.

A draft copy of the 2015 LMS update was added to the website prior to the public meeting on March 12, 2015 to give the community time to review the draft document and attend the meeting with questions and suggestions for revisions. The final draft was posted online for at least 30 days prior to the adoption of the LMS by the City and County commissions in April 2015. After the updated LMS was approved and adopted by both the City and County Commissions, the adopted version was added to the webpage.

To encourage public participation and increase community knowledge regarding the current LMS update and related planning processes, a copy of the 2017 Update to the 2015 LMS will also be maintained on the Planning Department's webpage ([www.talgov.com/planning/mitstrat/mitstra.cfm](http://www.talgov.com/planning/mitstrat/mitstra.cfm)).

Lastly, in an effort to keep the public updated on the status of mitigation initiatives promoted by the LMS, each year the annual Status Report compiled by the City of Tallahassee's Stormwater Management Division will be added to the Disaster Planning webpage. This report will contain a report

on the current status of each mitigation initiative, including progress towards the achievement of the initiatives purpose and new developments or programs impacting the implementation of the initiative.

## Technical Appendices

- A. Resolutions Adopting the Tallahassee-Leon County LMS
- B. Amended LMS Steering Committee Bylaws (2009)
- C. LMS Committee Meeting Minutes (2010 – 2015)
- D. Local Government Inventory of Flooded Structures and Planned Drainage Improvement Projects
- E. 2014 Annual CRS Report
- F. Leon County Small Quantity Generator Data (2009-2013)
- G. Southern Wildfire Risk Assessment Summary Report for Leon County (2014)
- H. Public Meeting Notice
- I. Common Invasive Plants of Leon County
- J. Channeled Apple Snail
- K. Thunderstorm Events (January 1, 2010 – December 31, 2014)
- L. Lightning Events (January 1, 2010 – December 31, 2014)
- M. Ranking System for Proposed Hazard Mitigation Grant Program Applications

## APPENDIX A:

Resolutions Adopting the Tallahassee-Leon County LMS

**RESOLUTION NO. R15- 19**

**RESOLUTION ADOPTING LOCAL HAZARD MITIGATION STRATEGY**

**WHEREAS**, Leon County is subject to natural and man-made hazards, such as floods, hurricanes, sinkholes, wildfires, and release of hazardous materials and these hazards affect the health and property of the citizens of the County as well as its economic viability; and

**WHEREAS**, businesses lose revenue when damaged or isolated by storms and homeowners are subject to evacuation, lower home values, and higher insurance premiums; and

**WHEREAS**, disasters also impact local government when community infrastructure such as roads, water systems and wastewater treatment plants are subject to damage and costly repair; and

**WHEREAS**, hazard mitigation consists of actions, such as structural enhancements, planning, code enforcement, and responsible development, taken to permanently reduce or eliminate the long-term risks to people and property from the effects of hazards; and

**WHEREAS**, a “Local Mitigation Strategy” can minimize the effects of hazards by the following:

1. Identifying hazards to which the County is vulnerable;
2. Determining where the county is vulnerable to these hazards;
3. Assessing facilities and structures vulnerable to hazards;
4. Preparing a prioritized list of mitigation projects;
5. Identifying sources of funding, and
6. Making hazard awareness a community goal.

**WHEREAS**, the City and the County participate in the development and maintenance of the Local Mitigation Strategy under an interlocal agreement; and

**WHEREAS**, a Local Mitigation Strategy was originally adopted by the Board of County Commissioners in September 2000; and

**WHEREAS**, Federal and State rules require that each local government participating in a Local Mitigation Strategy must adopt and maintain the document individually.

**WHEREAS**, a Local Mitigation Strategy has been prepared for the County by the Tallahassee – Leon County Planning Department;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 12th day of May, 2015, that:

1. The Board of County Commissioners adopts the 2015 update of the Local Mitigation Strategy, attached hereto and incorporated herein as if fully set forth below.
2. The Board supports the following local hazard mitigation goals of the strategy:
  1. Protect human health, safety and welfare;
  2. Protect economic activities within the community;
  3. Enhance regional mitigation efforts;
  4. Promote adequate and safe housing;
  5. Protect community resources, including but not limited to, infrastructure, and environmental, recreation and historical resources; and
  6. Promote the community's ability to respond to a disaster in a timely manner.
3. The Local Mitigation Strategy represents a set of goals, and does not require the Board to affirmatively act unless and until the Board identifies and commits the resources necessary to act.
4. As resources permit, the Board of County Commissioners will pursue federal, state, and other financial and technical resources and incentives with which to implement the Local Mitigation Strategy in a cost-effective manner.
5. This Resolution shall become effective immediately upon its adoption.



**PASSED AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, this 12th day of May, 2015.



LEON COUNTY, FLORIDA

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

Attested By:

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

By: John Stott, Deputy Clerk

Approved as to Form:

Office of the County Attorney  
Leon County, Florida

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

**RESOLUTION NO. 15-R-24**

**RESOLUTION ADOPTING LOCAL HAZARD MITIGATION STRATEGY**

**WHEREAS**, the City of Tallahassee is subject to natural and man-made hazards, such as floods, hurricanes, sinkholes, wildfires, and release of hazardous materials, and these hazards affect the health and property of the citizens of the City as well as its economic viability; and

**WHEREAS**, businesses lose revenue when damaged or isolated by storms and homeowners are subject to evacuation, lower home values, and higher insurance premiums; and

**WHEREAS**, disasters also impact local government when community infrastructure such as roads, water systems and wastewater treatment plants are subject to damage and costly repair; and

**WHEREAS**, hazard mitigation consists of actions, such as structural enhancements, planning, code enforcement, and responsible development, taken to permanently reduce or eliminate the long-term risks to people and property from the effects of hazards; and

**WHEREAS**, a "Local Mitigation Strategy" can minimize the effects of hazards by the following actions:

1. Identifying hazards to which the City is vulnerable;
2. Determining where the county is vulnerable to these hazards;
3. Assessing facilities and structures that are vulnerable to hazards;
4. Preparing a prioritized list of mitigation projects;
5. Identifying sources of funding; and
6. Making hazard awareness a community goal.

**WHEREAS**, the City and the County participate in the development and maintenance of the Local Mitigation Strategy under an interlocal agreement; and

**WHEREAS**, a Local Mitigation Strategy was adopted by the City Commission in September 2000; and

**WHEREAS**, Federal and State rules require that each local government participating in a Local Mitigation Strategy must adopt and maintain the document individually.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Tallahassee that

1. The City Commission adopts the 2015 update of the Tallahassee-Leon County Local Mitigation Strategy, originally dated 15 December, 1999.

2. The City Commission supports the following local hazard mitigation goals of the strategy:
  - a. Protect human health, safety and welfare;
  - b. Protect economic activities within the City;
  - c. Enhance regional mitigation efforts;
  - d. Promote adequate and safe housing;
  - e. Protect community resources, including but not limited to, infrastructure, and environmental, recreation and historical resources; and
  - f. Promote the community's ability to respond to a disaster in a timely manner.
3. The Local Mitigation Strategy represents a set of goals and strategies, and does not require the Commission to affirmatively act unless and until the City Commission identifies and commits the resources necessary to act.
4. The City Commission directs the interlocal Local Mitigation Strategy Steering Committee to undertake the following actions:
  - a. Conduct a annual evaluation of the Local Mitigation Strategy to ensure that it incorporates the most current information available;
  - b. Address any changes in vulnerability of the City's population and resources to the full range of hazards the community is exposed to;
  - c. Examine opportunities to coordinate the Local Mitigation Strategy with other area-wide emergency planning efforts and with appropriate objectives and policies of the local Comprehensive Plan.
  - d. Evaluate the costs and benefits of any proposed mitigation actions; and
  - e. Return to the Commission with any recommendations or proposed changes to the current list of priority initiatives or projects that may reduce the risks associated with natural and other hazards.
5. As resources permit, the City Commission will pursue federal, state, and other financial and technical resources and incentives with which to implement the Local Mitigation Strategy in a cost-effective manner.

This resolution shall take effect immediately upon adoption.

**ADOPTED** by the City Commission of the City of Tallahassee this 22<sup>nd</sup> day of April, 2015.



CITY OF TALLAHASSEE

By: Andrew D. Gillum  
Andrew D. Gillum  
Mayor

ATTEST:

APPROVED AS TO FORM:

By: James O. Cooke, IV  
James O. Cooke, IV  
City Treasurer-Clerk

By: Lewis E. Shelley  
Lewis E. Shelley  
City Attorney

RECEIVED  
CITY TREASURER-CLERK  
2015 APR 28 PM 1:52

## APPENDIX B:

### BYLAWS OF THE TALLAHASSEE-LEON COUNTY LOCAL MITIGATION STRATEGY STEERING COMMITTEE

**BYLAWS OF THE  
TALLAHASSEE-LEON COUNTY  
LOCAL MITIGATION STRATEGY  
STEERING COMMITTEE**

**1.1 LMS COMMITTEE PREAMBLE**

The Tallahassee-Leon County Local Mitigation Strategy Steering Committee (LMS Committee) has been created in accordance with the Code of Federal Regulations, Title 44 CFR Part 201 and Section 252.46 Florida Statutes. In compliance with these regulations, the following sets forth the Bylaws, Policies and Procedures that shall serve to guide the proper functioning of the LMS Committee. The intent is to provide guidance for the operation of the LMS Committee to ensure the accomplishment of hazard mitigation planning tasks within a cooperative framework among key institutions on a continuing basis.

**1.2 LMS COMMITTEE PURPOSE AND FUNCTION**

- (1) Persons representing the various governmental entities, agencies, and public, private, and non-profit organizations noted herein shall be involved in the hazard mitigation planning process via the establishment of a LMS Committee.
- (2) The purpose of the LMS Committee shall be to ensure the technical sufficiency and completeness of the Local Mitigation Strategy (LMS plan), associated studies, applications for disaster assistance and related funding, and to ensure coordination and consistency with applicable state, local and regional hazard mitigation plans and programs.
- (3) The LMS Committee shall assist Leon County (County) and the City of Tallahassee (City) in carrying out local governments' hazard planning functions through recommendations on various issues.
- (4) To carry out its function as an advisory committee to the County and the City, the LMS Committee shall:
  - (a) Provide review of the Local Mitigation Strategy and its updates and to make recommendations as to its need, feasibility, technical accuracy and consistency with local, state and regional plans, programs, projects and comprehensive plans;
  - (b) Report to the County and City regarding current and future hazard mitigation needs, applicable funding sources, and other planning issues to assist local government with achieving coordination and consistency among local Comprehensive Plan, the Comprehensive Emergency Management Plan, and regional, state, and federal hazard mitigation initiatives;
  - (c) Review information that is input to or produced by the LMS Planning process;
  - (d) Recommend policies, projects, and studies (to be undertaken by applicable staff, departments or organizations) that further the intent or directly implement federal, state or local hazard mitigation goals or objectives;

- (e) Transmit to the County and City and share with other agencies or entities all significant findings and comments on hazard mitigation matters;
- (f) Conduct any other functions assigned to the LMS Committee by the County or the City Commissions.

### **1.3 COMMITTEE MEMBERSHIP**

- (1) The Tallahassee-Leon County LMS Committee shall include representatives from the organizations named below concerned with the impacts of natural and man-made hazards on the health, safety and welfare of the community.
- (2) There is no limit on the number of members who may serve on the LMS Committee. The addition of any new voting organizations to the LMS Committee other than those specified in these bylaws must be approved by the County and the City Commissions.
- (3) The LMS Committee shall include the following voting organizations:
  - a. Leon County Department of Development Support and Environmental Management;
  - b. Leon County Department of Public Works;
  - c. Leon County Emergency Management;
  - d. City of Tallahassee Department of Underground Utilities and Public Infrastructure;
  - e. City of Tallahassee Fire Department;
  - f. City of Tallahassee Police Department;
  - g. Leon County Sheriff's Office
  - h. Tallahassee-Leon County Planning Department;
  - i. Tallahassee-Leon County GIS;
  - i. Capital Area Chapter, American Red Cross;
  - j. Leon County Emergency Medical Services; and
  - k. Blueprint Intergovernmental Agency.

The following organizations shall be represented as ex-officio (non-voting) members on the LMS Committee:

- a. Florida Division of Emergency Management;
- b. Tallahassee Memorial Hospital;
- c. Capital Regional Medical Center;
- d. Florida State University;
- e. Florida Agricultural and Mechanical University;
- f. Tallahassee Community College;
- g. Council of Neighborhood Associations;
- h. Tallahassee Area Chamber of Commerce;
- i. Apalachee Regional Planning Council;
- j. City of Tallahassee Utilities; and
- k. Florida Department of Health in Leon County.

Other non-voting staff may be added pursuant to Section 1.3(2) of these bylaws.

- (4) In the event that the appointed member is unable to attend a LMS Committee meeting, an alternate from that department or agency may serve as their representative at the meeting.
- (5) If a member no longer wishes to serve on the LMS Committee, they shall notify the chairperson and designate a replacement who holds a position within that department or organization that either is professionally more responsible for LMS-related activities or can fairly represent the organization's stakeholder concerns in the LMS process.
- (6) A person cannot be an alternate for more than one LMS Committee member.

#### **1.4 VOTING**

- (1) Each Voting member of the LMS Committee may name via written notice to the chairman one (1) alternate who may vote only in the absence of that member on a one vote per member basis.
- (2) Non-voting members shall sit with the same rights and privileges as other members, except that non-voting members shall not have the right to present motions or second same, or to vote upon any motions of the LMS Committee.

#### **1.5 OFFICERS AND ELECTIONS**

- (1) The officers of the LMS Committee will be the Chairperson and Vice Chairperson. The officers shall be voting members elected by the LMS Committee membership.
- (2) The LMS Committee Chairperson shall preside at all meetings. In the event of the Chairperson's absence or at his/her direction, the Vice Chairperson shall assume the powers of the Chairperson. In the event that neither the Chairperson nor Vice Chairperson can preside at the meeting, the committee members present shall elect one of its members to serve as acting Chairperson for the meeting.
- (3) Officers shall be elected in November of each year, or in the event there is not a meeting in November, the next scheduled meeting. Nominations for officers shall be made at the meeting. Election shall be a majority vote of the LMS Committee voting members present.
- (4) Newly elected officers shall assume their duties at the first meeting of the next calendar year. They shall hold office for one year, or until their successors are elected, and they shall be eligible for re-election.
- (5) In the event that either the Chairperson or Vice Chairperson office becomes vacant, a replacement shall be elected by the committee at the next scheduled LMS Committee meeting and assume duties immediately and hold the position for the remainder of the calendar year.



## **1.6 MEETINGS AND AGENDAS**

- (1) The LMS Committee shall meet not less than annually. Regular LMS Committee meetings shall be held at dates, times, and places as approved by the LMS Committee. Regular meeting dates and times may be changed to accommodate holidays or for other valid reasons.
- (2) There shall be an official agenda for every LMS Committee meeting. The agenda shall be prepared by the designated LMS Coordinator.
- (3) Every attempt shall be made to send agenda packages to LMS Committee members seven (7) days prior to a regular LMS Committee meeting.
- (4) Any LMS Committee member or alternate who is eligible to vote at the LMS Committee meeting may place additional items on the LMS Committee agenda, with the approval of the majority of the voting members or alternates present.

## **1.7 OFFICIAL ACTIONS**

- (1) All official actions of the LMS Committee shall be by motion and open vote.
- (2) All official and formal positions of the LMS Committee, regardless of whether adopted or rejected, shall be recorded in the minutes. Verbatim minutes are not required but minutes shall include an accurate summary of discussions and actions taken.

## **1.8 CONDUCT OF MEETING**

- (1) All LMS Committee meetings shall be conducted under the requirements of the Florida "Government in the Sunshine" law (Chapter 286, F.S.), including applicable notice requirements, and be open to the public and press.
- (2) The public will have the right to speak, enter into discussion or actively participate in any way only with the permission of the chairperson.
- (3) In the absence of rules covered in this document, Roberts Rules of Order shall be followed at all LMS Committee meetings.
- (4) A quorum for LMS Committee meetings shall consist of a minimum of five voting members or alternates including at least one member representing a City-only department and one member representing a County-only department.
- (5) The LMS Committee must comply with Section 122.3143, F.S., "Voting Conflicts," which requires that a member who has a conflict of interest on any particular matter to declare the conflict of interest before discussion and a vote is taken and shall be excused from voting on that issue.
- (6) The LMS Committee shall operate in compliance with the Standards of Conduct set forth in Section 112.313, F.S.

## **1.9 ADMINISTRATION**

- (1) The Chairperson may call an emergency (non-regular) meeting of the LMS Committee when a circumstance exists which requires immediate action by the LMS Committee. When such a meeting is called, each LMS Committee member shall be notified, stating the date, hour and place of the meeting and the purpose for which it is called, and no other business shall be transacted at that meeting. At least a twenty-four (24) hour advance notice of such emergency meeting shall be given to the public before the time the meeting is held.
- (2) If after reasonable diligence it becomes impossible to give notice of an emergency meeting to each LMS Committee member, the business of the meeting may be carried out if a quorum is present and appropriate public notice has been provided.
- (3) The LMS Coordinator shall be designated by the LMS Committee and shall serve as primary staff of the LMS Committee.
- (4) The LMS Coordinator is responsible for the minutes of all LMS Committee meetings and all notices and agendas for the LMS Committee meetings.
- (5) The LMS Committee shall operate in compliance with Florida's Public Records Law, Chapter 119, F.S.
- (6) The LMS Coordinator shall transmit LMS Committee recommendations to the County, City, or other entity as applicable.

## **1.10 CONDUCT OF MEETING**

- (1) These bylaws may be amended by a two-thirds vote of those voting members or alternates present at a regularly scheduled LMS Committee meeting.
- (2) Amendments to the bylaws shall become effective immediately after the approval by both the County and the City.

## **1.11 EFFECTIVE DATE**

- (1) These bylaws shall become effective immediately upon the approval by both the County and the City.

## APPENDIX C:

LMS Steering Committee  
Meeting Minutes  
2010-2014

## Minutes

Monday, March 15, 2010  
9:00 a.m.

Planning Department Conference Room,  
3rd Floor Renaissance Center

### Members Present

Patrick Dooley (COT-EU)  
Ryan Guffey (LC GEM)  
David Henry (COT SW)

Steve Hodges (TLCPD)  
Jonathan Kilpatrick (COT UU)  
Gabe Menendez (COT PW)  
Tony Park (LC Public Works)  
Robby Powers (COT-EM)  
Richard Smith (LCEM/SO)

### Others

Kris Barrios (NFWFMD)  
Brad Trotman (CONA)

---

The meeting began at 9:10 a.m. with a quorum and introductions.

The Local Mitigation Strategy (LMS) Steering Committee met to review and consider the endorsement of a proposed Northwest Florida Water Management District (NFWFMD) Grant Application for the federal Severe Weather & Floods Post-Disaster Hazard Mitigation Grant Program (FEMA-1831-DR-FL). The NFWFMD proposed submitting a hazard mitigation grant program application under this program to expand and provide real-time telemetry for the rainfall and stream level gaging network in the region. The overall project cost was estimated at \$463,800 and the District would provide the 25% local match of \$115,950.

Richard Smith moved that the Steering Committee find this proposed project consistent with the goals and objectives within the Tallahassee – Leon County LMS and with the State's mitigation goals and objectives, and to endorse this project for HMGP funding from this disaster declaration. Robbie Powers seconded the motion, and the Committee voted unanimously for the motion.

Following this action, Richard motioned staff to write a requested letter of support for this proposed grant application to be signed by the Committee Chair. Robbie seconded the motion, and the Committee voted unanimously for the motion.

The Committee adjourned at 9:33 a.m.

Approved:

Attest:

---

Chairman

---

Stephen M. Hodges, Committee Staff

Minutes approved on: \_\_\_\_\_

## Minutes

Monday, March 15, 2010  
9:00 a.m.

Planning Department Conference Room,  
3rd Floor Renaissance Center

### Members Present

Patrick Dooley (COT-EU)  
Ryan Guffey (LC GEM)  
David Henry (COT SW)

Steve Hodges (TLCPD)  
Jonathan Kilpatrick (COT UU)  
Gabe Menendez (COT PW)  
Tony Park (LC Public Works)  
Robby Powers (COT-EM)  
Richard Smith (LCEM/SO)

### Others

Kris Barrios (NFWFMD)  
Brad Trotman (CONA)

---

The meeting began at 9:10 a.m. with a quorum and introductions.

The Local Mitigation Strategy (LMS) Steering Committee met to review and consider the endorsement of a proposed Northwest Florida Water Management District (NFWFMD) Grant Application for the federal Severe Weather & Floods Post-Disaster Hazard Mitigation Grant Program (FEMA-1831-DR-FL). The NFWFMD proposed submitting a hazard mitigation grant program application under this program to expand and provide real-time telemetry for the rainfall and stream level gaging network in the region. The overall project cost was estimated at \$463,800 and the District would provide the 25% local match of \$115,950.

Richard Smith moved that the Steering Committee find this proposed project consistent with the goals and objectives within the Tallahassee – Leon County LMS and with the State's mitigation goals and objectives, and to endorse this project for HMGP funding from this disaster declaration. Robbie Powers seconded the motion, and the Committee voted unanimously for the motion.

Following this action, Richard motioned staff to write a requested letter of support for this proposed grant application to be signed by the Committee Chair. Robbie seconded the motion, and the Committee voted unanimously for the motion.

The Committee adjourned at 9:33 a.m.

Approved:

Attest:

---

Chairman

---

Stephen M. Hodges, Committee Staff

Minutes approved on: \_\_\_\_\_

**Meeting Minutes**  
**Thursday, December 13, 2012**

Leon County Development Support and Environmental Management Conference Room  
2nd Floor Renaissance Center

Attendees

Patrick Dooley (COT EU)  
Mark Fuller (COT SW)  
David Henry (COT UU)  
Laura Herbert (DEM)  
Steve Hodges (TLCPD)  
John Kraynak (LC DSEM)  
Bill McCusker (DEM)  
Gabriel Menendez (COT PW)  
Tony Park (LC PW)  
Kevin Peters (LCSO)  
Robby Powers (COT)  
Susan Poplin (TLCPD)

---

The meeting began at 8:45 a.m. with a quorum and introductions. The meeting was chaired by Tony Park, LMS Committee Chair.

The December 14, 2011 minutes were moved by Kevin Peters, seconded by Gabriel Menendez, and approved unanimously.

Kevin motioned maintaining the present officers for 2013, including Tony as Chair and Gabe as Vice-Chair. John Kraynak seconded the motion, and it was and approved unanimously.

The Committee discussed FSU's role in the Local Mitigation Committee and the Local Mitigation Strategy (LMS) planning process. FSU's representative, Dave Bujak, had sought via email clarification of FSU's role and had also suggested that the University, if necessary, would consider creating their own LMS. State Division of Emergency Management (DEM) staff present at the meeting suggested that FSU was a bona fide member of the local LMS Committee, and that it would not be necessary for the University to create their own LMS. DEM staff present at this meeting were requested by the Committee to send an email to this effect to FSU clarifying their role, including their ability to participate fully in pre- and post-disaster grant funding opportunities.

Planning staff discussed the Disaster Declaration for T.S. Debby and suggested there may be an opportunity for local government and other Committee members and organizations to submit a grant application for any Tier III funds left over. DEM staff clarified the grant funding process. David Henry offered a City project (Devlin Drive flooded property acquisition) for consideration by the Committee for an endorsement under this Declaration. Tony Park proposed endorsing

this project. Robby Powers made this motion; John seconded the motion, and it was and approved unanimously.

Susan Poplin presented a summary of the recently adopted Tallahassee – Leon County Post-Disaster Redevelopment Plan. Following several questions and a discussion, no actions were taken by the Committee.

The Committee reviewed the City's 2012 Annual Community Rating System (CRS) Report. This Report reviews the existing initiatives in the LMS, as well as updating a list of City stormwater projects. As part of this review, an updated list of Leon County stormwater projects programmed into its Capital Improvements budget was presented by Tony Parks. Gabe motioned acceptance of the CRS Report and the updated County list. John seconded the motion, and it passed unanimously.

John Kraynak provided a status update to the Committee of Leon County's CRS application. No actions were taken by the Committee.

The Committee adjourned at approximately 10:30 a.m.

Approved:

Attest:

---

Chairman

---

Stephen M. Hodges, Committee Staff

Minutes approved on:\_\_\_\_\_

**Meeting Minutes**  
**Thursday, April 11, 2013**

Leon County Development Support and Environmental Management Conference Room  
2nd Floor Renaissance Center

Attendees

Patrick Dooley (COT EU)  
Dave Bujak (FSU EM)  
Debbie Floyd (CONA)  
Dr. Henry Fuelberg (FSU)  
Allan Gale (COT EU)  
Ryan Guffey (LC DSEM)  
Steve Hodges (TLCPD)  
Gabriel Menendez (COT PW)

Tony Park (LC PW)  
Kevin Peters (LCSO)  
Robby Powers (COT EM)  
Tom Quillen (LC EMS)  
Harry Reed (CRTPA)  
Dean Richards (LC PW)  
Scott Weisman (TLCGIS)

---

The meeting began at 9:02 a.m. with a quorum and introductions. The meeting was chaired by Tony Park, LMS Committee Chair.

The December 13, 2012 minutes were moved by Robbie Powers, seconded by Gabriel Menendez, and approved unanimously.

The Committee heard a presentation on a proposed North Florida Lightning Network given by Dr. Henry Fuelberg of Florida State University. Dr. Fuelberg's presentation included a request for the Committee to endorse this project. Following the presentation and a followup discussion, Gabe Menendez motioned a letter of support for this proposed project and to endorse its application within Leon County, and to consider it for inclusion into the list of initiatives/projects in the City of Tallahassee/Leon County Local Mitigation Strategy as part of its next update. Ryan Guffey seconded the motion, and it was approved unanimously by the Committee.

There were no other actions taken by the Committee, and the Committee adjourned at approximately 10:33 a.m.

Approved:

Attest:

---

Chairman

---

Stephen M. Hodges, Committee Staff

Minutes approved on: \_\_\_\_\_



**TALLAHASSEE-LEON COUNTY  
LOCAL MITIGATION STRATEGY COMMITTEE**

**Meeting Minutes  
Tuesday, December 10, 2013**

Leon County Development Support and Environmental Management Conference Room  
2nd Floor Renaissance Center

Attendees

Evan Blythe (FSU)	Gabriel Menendez (COT PW)
Dave Bujak (FSU)	Bill McCusker (DEM)
Patrick Dooley (COT EU)	Jennifer Nagy (LCSO)
Philip Doyle (TMH)	Tony Park (LC PW)
Mark Fuller (COT SW)	Susan Poplin (TLCPD)
Ryan Guffey (DSEM)	Todd Schroeder (FFS)
Steve Hodges (TLCPD)	Scott Weisman (TLCGIS)

---

The meeting began at 1:32 p.m. with a quorum and introductions. The meeting was chaired by Tony Park, LMS Committee Chair. Agenda modifications were requested by Dave Bujak to discuss a project previously discussed and endorsed by the Committee at an earlier meeting in 2013, and an additional proposed project.

The April 11, 2013 minutes were moved by Ryan Guffey, seconded by Tony Park, and approved unanimously.

Steve Hodges moved maintaining the present officers for 2014, including Tony as Chair and Gabe as Vice-Chair. Ryan seconded the motion, and it was and approved unanimously.

Staff from the Florida Division of Emergency Management made a presentation on mitigation grant funding opportunities. The Committee had a number of questions and a followup discussion. No actions were taken by the Committee concerning this item.

Planning staff discussed the upcoming update of the 2010 Local Mitigation Strategy plan, including a schedule of tasks, deadlines, and the need for Committee input into this update. No actions were taken by the Committee concerning this item.

Dave presented an update on a project previously endorsed by the Committee developed by FSU to monitor lightning in real time and providing these data to government agencies and the public via the internet. He discussed the federal funding strategy taken by FSU to initiate this project, and the difficulties encountered. No actions were taken by the Committee concerning this item.

Dave then presented a proposed project to create a flood monitoring network for the FSU campus that would alert staff, faculty, and students of flooding conditions. The proposal would require approximately \$50,000 to purchase equipment. Dave requested inclusion of this project on the LMS list of initiatives and projects. Following a discussion, Steve motioned the

requested inclusion of this project, and a letter of endorsement to be provided to FSU supporting this project. Gabriel Menendez seconded the motion, and it was and approved unanimously.

The Committee adjourned at approximately 2.37 a.m.

Approved:

Attest:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Stephen M. Hodges, Committee Staff

Minutes approved on:\_\_\_\_\_

**TALLAHASSEE-LEON COUNTY  
LOCAL MITIGATION STRATEGY COMMITTEE**

**Meeting Minutes  
Tuesday, December 11, 2014**

Leon County Development Support and Environmental Management Conference Room  
2nd Floor Renaissance Center

Attendees

David Block (FDEM)  
Patrick Dooley (TEU)  
Philip Doyle (TMH)  
Mark Fuller (TUU)  
Jerome Gaines (TFD)  
Ryan Guffey (DSEM)  
Steve Hodges (TLCPD)  
Don Lanham (LC)

GW Lupton (TCC)  
Anna Padilla (LCPW)  
Tony Park (LCPW)  
Kevin Peters (LCSO)  
Robby Powers (CEM)  
Steve Shafer (TPW)  
Todd Schroeder (FFS)  
Michael Wallick (FDEM)  
Scott Weisman (TLCGIS)

---

The meeting began at 8:35 p.m. with a quorum and introductions. The meeting was chaired by Tony Park, LMS Committee Chair.

The December 13, 2013 minutes were moved by Steve Shafer, seconded by Kevin Peters, and approved unanimously.

Robby Powers moved Gabe Menendez as Chair for 2015. Ryan Guffey seconded the motion, and it was approved unanimously. Robby then motioned Scott Weisman as Vice-chair. Jerome Gaines seconded the motion, and it was approved unanimously.

Planning staff presented draft materials from the updated 2015 Local Mitigation Strategy plan, including the remainder of the work plan for the update, a draft outline, and a draft list of proposed mitigation initiatives and their relative prioritization. Following discussion, the Committee approved by acclamation the work plan and materials presented.

The Committee adjourned at approximately 10:30 a.m.

Approved:

Attest:

---

Chairman

---

Stephen M. Hodges, Committee Staff

Minutes approved on:\_\_\_\_\_

## APPENDIX D:

### Local Government Flooded Structures Inventory and Planned Drainage Improvement Projects

On November 27, 2001 the Board of County Commissioners amended the LMS to incorporate by reference the “October 2001 Leon County Flooded Structures Inventory,” which includes all of the records provided by County and City stormwater departments and the Red Cross following the major storm events of 2000 and 2001 (i.e., Tropical Storms Helene, Allison and Barry). This list has been updated for this edition of the LMS.

Table 1: Leon County Flooded Structures Inventory

Street	# of parcels
Absa Court	4
Alan A Dale Trail	15
Almanac Road	1
Apalachee Parkway	1
Audubon Drive	1
Avalon Court	4
Avalon Drive	17
Bayberry Drive	3
Ben Boulevard	2
Ben Brush Trail	3
Benjamin Chaires Road	6
Boatwright Road	1
Briarcreek Road E	1
Bright Court	7
Bright Drive	5
Buck Lake Road	1
Casey Drive	1
Celia Court	11
Celia Road	17
Centennial Oak Circle	1
Chaires Cross Road	15
Circle J Drive	2
Coffee lane	1
Colbert Road	6
Collins Hole Road	2
Comet Drive	1
Conifer Street	3
Cottonwood Lane	14
Crooked Road	34
Crystal Road	15
Cypress Circle	3

Street	# of parcels
Darien Road	8
Deer Lane Drive	1
Donerail Trail	1
Druid Lane	18
Edenfield Road	1
Elena Drive	1
Fairbanks Ferry Road	2
Faulk Drive	10
Flicker Road	19
Forget me Not Trail	5
Forward Pass Trail	3
Franklin Oaks Lane	2
Freedom Road	8
Friendly Pines Court	9
Gabby Lane	3
Gallant Fox Trail	2
Glover Road	1
Hassell Road	18
Hawkbill Court	1
Houston Road	4
Jessica Street	7
Jet Pilot Trail	2
Joe Cotton Trail	1
John Hancock Drive	5
Kauai King Trail	1
La Rochelle Drive	10
Lainey Lane	4
Lakeview Drive	4
Lakeview Road	1
Lawndale	1

Street	# of parcels
Lesley Street	8
Log Landing Road	4
Long View Drive	6
Lonnie Road	1
Lucky Debonair Trail	1
Markim Road	3
Mill Pond Loop	3
Monaco Drive	11
Mustang Drive	8
Nocatee Road	5
Oak Ridge Road	41
Old Shell Point Road	15
Omaha Trail	1
Orleans Drive	10
Parkhill Road	1
Perker Lane	1
Pimilico Drive	1
Ranchero Road	9
Regiment Loop	4
Rivers Williams Circle	6
Riviera Drive	2
Rumbling Vine Lane	1
Sipsey Way	4
Sistowbell Lane	1
Skate Drive	5
Sonora Lane	2
Sora Road	4
Spiral Garden Way	5
Stallion Avenue	1
Stan Circle	15
Stonler Road	10

Street	# of parcels
Strawhill Lane	4
Sunflower Road	25
Sweet Jasmine Lane	1
T Bird Road	6
Tan Mouse Road	1
Tomberlin Road	8
Touraine Drive	9

Street	# of parcels
Towhee Road	5
Vaughans Lane	1
Wakulla Springs Road	12
Warbler Street	8
Waterfront Drive	3
Whirlaway Trail	2
Wild Cherry Drive	15

Street	# of parcels
Wildberry Lane	8
Windmill Lane	3
Winters Run	1
Woodhill Drive	5
Woodpecker Lane	4

As of February 2015, the Leon County Flooded Structures Inventory includes a total of 661 properties with documented flooding histories

Table 2: City of Tallahassee Flooded Structures Inventory

Road Name	Road Type	Parcel Count
9TH	AVE	2
ABBIEGAIL	DR	14
ABRAHAM	ST	1
ADAMS	ST	2
AIRPORT	DR	5
ALBAN	AVE	1
ALDER	DR	1
ALLEN	RD	1
ALLIEGOOD	AVE	4
APALACHEE	PKWY	1
ARBOR STATION	LN	1
ARIZONA	ST	1
ARKANSAS	ST	3
ATAPHA NENE		1
ATKAMIRE	DR	13
ATLANTIS	PL	2
AUSLEY	RD	3
BALDWIN	DR	4
BANTRY BAY	DR	2
BARBARA	ST	1
BARCELONA	CT	1
BARN	WAY	1
BARRIE	AVE	10
BAUM	LN	1
BAY	DR	2
BAY SHORE	CIR	2
BEARD	ST	1
BEECHNUT	LN	1
BELLINGTON	CT	1
BELMONT	RD	1
BLAIR STONE	CT	1
BONNIE	DR	2
BOTANY	DR	3
BRANDEMERE	DR	1
BREVARD	ST	1
BROWARD	ST	1
BUCK LAKE	CIR	1
BUCKINGHAM	CT	6
BUCKWOOD	DR	4

Road Name	Road Type	Parcel Count
BUENA VISTA	DR	1
BUNCHE	AVE	1
BYINGTON	CIR	2
CACTUS	PL	1
CALHOUN	ST	1
CALIFORNIA	ST	1
CALL	ST	4
CAMPUS	CIR	15
CAPITAL	CIR	3
CAROLINA	ST	9
CARRAWAY	ST	1
CASA LINDA	CT	4
CASTLEWOOD	DR	9
CATAWBA	ST	1
CELIA	CT	1
CELTIC	CT	2
CENTERVILLE	CT	2
CHAPEL	DR	1
CHARLES	CT	2
CHESTNUT	DR	3
CHESTWOOD	AVE	1
CHINOOK	ST	5
CHOCKSACKA NENE		1
CHOWKEEBIN	CT	2
CHULI NENE		2
CLAY	ST	2
COBLE	DR	2
COCHRAN	DR	2
COLONIAL	DR	1
COLORADO	ST	2
CONNIE	DR	3
CONRADI	ST	6
CONTINENTAL	AVE	1
COPELAND	ST	5
COPPER CREEK	CT	1
COUNTRY CLUB	DR	1
CRATE	DR	2
CREEK	RD	1
CRESTVIEW	AVE	1

Road Name	Road Type	Parcel Count
CRISTOBAL	CT	1
CYPRESS COVE	CT	8
CYPRESS LAKE	ST	2
DAWN LAUREN	LN	3
DAWSEY	ST	1
DAYLILY	LN	6
DEER HAVEN	LN	1
DENT	ST	3
DESOTO	ST	2
DIXIE	DR	2
DOOMAR	DR	6
DOONESBURY	CT	1
DORIC	DR	1
DOVER	ST	1
DUNKELD	CT	1
DUNN	ST	3
DUPONT	DR	4
DUTCHESS	CT	3
DUVAL	ST	1
EASTWOOD	DR	2
ELFINWING	LN	1
EMORY	CT	10
EPPESE	DR	4
ESSEX	DR	8
EVELYN	CT	2
EXECUTIVE CENTER	CIR	1
FERNANDO	DR	1
FISHER	LN	5
FOREST	DR	3
FORSYTHE	CT	1
FORT KNOX	BLVD	3
FOSTER	CT	2
FRANKLIN	BLVD	1
FULTON	RD	1
GARDENBROOK	LN	1
GAWAIN	CT	1
GEORGIA	ST	18
GIBBS	DR	2
GINGER	DR	1
GLENVIEW	DR	1

Road Name	Road Type	Parcel Count
GLORIA	DR	1
GOLF TERRACE	DR	1
GOODWOOD	CT	1
GREENON	LN	1
GREENWICH	CT	1
GREER	CT	2
GWEN	ST	5
HALIFAX	CT	1
HARPER	ST	1
HARTSFIELD	CT	11
HARWOOD	ST	3
HASTIE	RD	2
HAWTHORNE	ST	2
HAYDEN	RD	1
HAYWARD	DR	3
HEECHEE NENE		1
HEMLOCK	ST	1
HIGH	CT	2
HILLSBOROUGH	ST	1
HOFFMAN	DR	1
HOLTON	ST	2
HOOD	CT	2
INDIAN HEAD	DR	1
JACKSON	ST	2
JACKSON BLUFF	RD	2
JAYDELL	CIR	1
JEFFERSON	CT	4
JIM LEE	RD	1
JONATHANS LANDING	RD	2
KAREN	LN	1
KEILY	RUN	1
KELLY	ST	1
KENDALL	DR	1
KENNEDY	DR	10
KISSIMMEE	ST	3
LAFAYETTE	CIR	1
LAGUNA	DR	9
LAKE BRADFORD	RD	12
LAKE HENRIETTA	ST	2
LAKESHORE	DR	3



Road Name	Road Type	Parcel Count
LANCASTER	DR	1
LASSWADE	DR	2
LAURA LEE	AVE	1
LEEWOOD	DR	1
LIBERTY	ST	2
LINDA ANN	DR	1
LINDA ANN	DR	5
LIVE OAK	DR	1
LONNBLADH	RD	1
LUCY	ST	1
LUPINE	LN	1
LYNDON	DR	3
LYNNDALE	ST	8
MABRY	ST	1
MACLAY	BLVD	1
MAGNOLIA	CIR	6
MAHAN	DR	2
MAPLE	DR	1
MARGARET	CT	2
MARSTON	PL	1
MARTIN	ST	1
MARYELLEN	DR	1
MCARTHUR	ST	3
MCCAIN	CT	3
MCCASKILL	AVE	1
MCCLENDON	DR	1
MCKEITHEN	CT	1
MEETING STREET	DR	11
MELANIE	DR	27
MERIDIAN	PL	9
MERLIN	CT	1
MERRY OAKS	CT	2
MICCOSUKEE	LOOP	4
MICHAEL		1
MIDDLEBROOKS	CIR	1
MILLARD	ST	5
MISSION	RD	5
MITCHELL	AVE	1
MOCK	DR	1
MONACO	DR	8

Road Name	Road Type	Parcel Count
MONROE	ST	4
MURIEL	CT	1
MYERS PARK	DR	1
NEKOMA	CT	1
NICKLAUS	CT	1
NORMA	ST	1
NORTH POINT	BLVD	1
NORTH RIDE		4
NOTRE DAME	ST	1
NUTMEG	CT	2
OAK PARK	CT	2
OAKDALE	ST	1
OAKLAND	AVE	1
OBRIEN	DR	3
OCALA	RD	1
OKALOOSA	ST	6
OLD BAINBRIDGE	PL	2
OLD FORT	DR	1
OLD ST AUGUSTINE	RD	1
OLDFIELD	DR	1
OLIVE	AVE	2
ORANGE	AVE	1
ORLANDO	DR	1
OSCEOLA	ST	1
OSTAPAKIN NENE		1
OSTIN NENE		2
OX BOTTOM	HL	1
OXFORD	RD	1
PADDRICK	DR	1
PARK	AVE	2
PARK VIEW	CT	1
PATSY ANN	CT	1
PAUL RUSSELL	CIR	11
PEACHTREE	DR	1
PECAN	CT	2
PENSACOLA	ST	7
PICKETT	CT	5
PINE	ST	3
PINE FOREST	DR	2
PIPING ROCK		1

Road Name	Road Type	Parcel Count
POTTS	RD	1
PROCK	DR	1
RAIN VALLEY	CIR	1
RANDOLPH	CIR	1
RAVEN	ST	1
RAYMOND DIEHL	RD	1
REDBUD	AVE	2
REDWOOD	DR	1
REFUGE	RD	1
REXWOOD	DR	3
RICHVIEW	RD	1
RIDGE	RD	4
RIDGEWAY	ST	1
RIGGINS	RD	1
RIVER CHASE		4
ROCKBROOK	CT	1
ROLLINS	ST	2
ROSEMARY	TER	2
RYAN	PL	1
SAIL	CT	6
SALMON	DR	2
SAN MATEO	CT	1
SANDRINGHAM	DR	1
SAULS	ST	4
SEMINOLE	DR	1
SEQUOIA	DR	4
SHADOWLAWN	DR	1
SHAMROCK	DR	1
SHANNON LAKES		2
SHARER	CT	4
SHARON	RD	1
SHERWOOD	DR	1
SHORT	ST	1
SILVER SLIPPER	LN	1
SOUTHWOOD	DR	5
SOUTHWOOD PLANTATION	RD	2
SPENCE	AVE	1
SPOONWOOD	DR	1
SPOTTSWOOD	DR	1
SPRINGFIELD	DR	1

Road Name	Road Type	Parcel Count
STADIUM	DR	1
STILLWOOD	CT	1
STONE	RD	1
STONEHOUSE	CT	1
STRATFORDSHIRE	CT	1
STUCKEY	AVE	1
SUMERLIN	DR	2
SUNNYSIDE	DR	1
SUTOR	CT	3
TALLOW POINT	RD	1
TARTARY	DR	8
TENNESSEE	ST	8
TEXAS	ST	4
THARPE	ST	3
THOMASVILLE	RD	2
TINA	DR	9
TORREYA	DR	1
TORY SOUND	LN	2
TRALEE	RD	1
TREEO	LN	8
TRESCOTT	DR	2
TUCKER	ST	1
TUPELO	TER	3
VAN BUREN	LOOP	1
VASSAR	CT	1
VEGA	DR	1
VICTORY GARDEN	DR	2
VILLAGE GREEN	WAY	1
VILLAS	CT	3
VIOLET	ST	5
VIRGINIA	ST	15
WALTER SCOTT	ST	1
WARD	ST	3
WAVERLY	RD	5
WEKEWA NENE		4
WESTWOOD	DR	1
WHEATLEY	RD	1
WHETHERBINE	WAY	7
WHIRLAWAY	TRL	3
WHISPER	CT	2

Road Name	Road Type	Parcel Count
WILLAMETTE	RD	1
WILLOW	AVE	1
WOODGATE	WAY	2

Road Name	Road Type	Parcel Count
WOODRICH	DR	1
YAUPON	DR	1
YULEE	ST	1

As of February 2015, the City of Tallahassee Flooded Structures Inventory includes a total of 618 properties with documented flooding histories.

Table 3: Leon County Existing Stormwater Management Capital Improvement Projects, FY2015-2019.<sup>1</sup>

<b>FY 2015 - 2019 Capital Projects</b>	<b>Cost (\$)</b>	<b>Current Status</b>
Autumn Woods Drainage Improvements	1,030,000	Design/Permitting
Baum Road Drainage Improvements	230,000	Planning
Gum Road Target Planning Area	5,348,474	Planning
Killearn Acres Flood Mitigation	752,361	Planning
Killearn Lakes Plantation Stormwater	2,194,408	Planning and construction
Lake Henrietta Renovation	390,000	Planning
Lake Heritage Outfall	900,000	Construction
Langley Circle	300,000	Planning
Lexington Pond/Fords Arm South	4,822,953	Planning
Longwood Outfall Retrofit	223,578	Planning
Maylor & Taylor Roads	320,000	Planning
Raymond Tucker Road/Golden Pheasant	1,910,000	Permitting
Robinson Road Flood Improvements	350,000	Design
Southbrook/Otter Creek/Chadwick Way	125,000	Construction
Stormwater Structure Inventory & Mapping	757,514	Survey
<b>Total</b>	<b>\$19,654,288</b>	
<b>1991 Stormwater Master Plan</b>		
Fred George - North Creek Wetland Restoration	303,000	Planning
<b>1994 Stormwater Master Plan</b>		
Baum Road at Capitola Road	640,000	Planning
Benjamin Chaires Road	245,000	Planning
Buck Lake Road (east of Baum Road)	160,000	Planning
Buck Lake Road (Baum to Benjamin Chaires)	500,000	Planning
Chaires Crossroad	7,900,000	Planning
Crump Road Drainage Improvements	975,000	Planning
Jefferson Road	1,300,000	Planning
Moccasin Gap Road	115,000	Planning
N. Miccosukee Road	723,000	Planning
Veterans Memorial @ US 90	1,300,000	Planning
Wadesboro Road	180,000	Planning
<b>Total</b>	<b>\$14,038,000</b>	
<b>2009 Stormwater Master Plan</b>		
Alford Arm @ CSX Railroad	2,820,000	Planning
Clydesdale	800,000	Planning
Earls Slough	260,000	Planning
Franklin Oaks/Moore Woods/etc. (west of Wakulla Springs)	7,800,000	Planning
Imaginary Road	130,000	Planning

<sup>1</sup> Leon County Public Works, 2015.

Liberty Ridge Wild Cherry/etc. (east of Wakulla Springs)	12,690,000	Planning
Louvenia Court	1,000,000	Planning
Sir Richard Road	200,000	Planning
Surrey Farms subdivision	180,000	Planning
Tung Grove Road	1,500,000	Planning
<b>Total</b>	<b>\$27,380,000</b>	
<b>Other</b>		
2012 Killearn Lakes Plantation Stormwater Plan	9,000,000	Planning

The City of Tallahassee has identified the following 24 drainage improvement projects in its current Capital Improvement Program (FY2014-2019). The estimated cost of these projects totals \$97,632,311.

Table 4: City of Tallahassee Existing Stormwater Management Capital Improvement Projects.<sup>2</sup>

Project	Cost (\$)	Prior Year	Current Status
Concord Road SMF	980,000	Permitting	Under Construction
Downtown Stormwater Master Plan	500,000	Analysis	Analysis
E. Georgia at Meridian Flood Mitigation	2,475,000	Construction	Completed
Eastgate Flood Relief Project	3,850,000	Phase I & II Design & Land Acquisition	Phase I Under Construction. Phase II Design & Land Acquisition
Emory Ct and Dupont Dr Area Flood Relief (4)	10,100,000	Phase I complete	Phase II Analysis
Frenchtown Stormwater Master Plan (2)	11,645,400	(see note 2 below)	(see note 2 below)
Inglewood Stormwater Improvements	1,050,000	Design	Design
Karen Lane Drainage Improvements	600,000	Completed	Completed
Killarney Way at Shamrock Drainage Improvements.	1,765,000	Completed	Completed
Lafayette Park Stormwater Outfall (4)	1,300,000	Phase I complete, Phase II Under Construction	Phase II Completed
Lake Ella Stormwater Outfall	150,000	New	Study
Lower Central Drainage Ditch	11,450,050	Design	Design
Medium Stormwater System Imprv. (3)	18,000,000	New	(see note 3 below)
Meginnis Arm LOMR	200,000	New	Study
Northeast Ditch at Lonnbladh Rd.	1,500,000	Completed	Completed
Northeast Ditch Tributary 2 Flood Study	120,000	On Hold	On Hold
Park Ave. Tributary No. 1 Improvements	3,125,000	Bid for Construction	Under Construction
Rainfall and Stream Gauging	1,651,861	Data gathering	Data gathering
Royal Oaks Creek	3,000,000	Analysis	Analysis
Small Projects Initiative (see below)	9,670,000	See Table 2 below	See Table 2 below
Stormwater Infrastructure Inventory and Mapping	3,360,000	Data gathering	Data gathering
Upper Lake Lafayette Nutrient Reduction Facility	7,000,000	Construction	Construction
Upper West Ditch Stormwater Facility	3,540,000	Analysis	Analysis
Wilson Ridge Flood Relief Project	600,000	Completed	Completed
<b>Total</b>	<b>\$97,632,311</b>		

<sup>2</sup> City of Tallahassee Underground Utilities, 2014.

Notes:

1. Projects listed as “On Hold” have been recommended and approved in the Capital Budget and are awaiting implementation.
2. The Frenchtown Stormwater Project has been segmented into multiple phases. Nine phases have been constructed while other phases are in various stages of implementation.
3. The Medium Stormwater System Improvement Project funds the construction of multiple small to medium sized projects, some of which are listed under the Small Projects Initiative (SPI) project list (Table 2).
4. These projects have been segmented into two phases.

Table 5: City of Tallahassee Drainage Improvement Projects - Small Projects Initiative – Current & Planned Projects<sup>3</sup>

Project	Prior Year Activity	Status
Sandhurst Drive	Under Construction	Completed
Stonehouse Road	On hold	Completed
3068 O’Brien Drive	Design	Completed
3933 Runnymede	Under Construction	Completed
4052 Roscrea Drive	Design	Completed
676 Riggins Road	Integrated*	Integrated*
3015 Shamrock North	Design	Under Construction
1046 Copper Creek Lane	Under Construction	Completed
3224 Baldwin Drive	Under Construction	Completed
3244 Shannon Lakes	Design	Design
1341 Hutchinson Avenue	Design	Design
903 Beard Street	Study	Design
1133 Richardson Road	Study	Under Construction
3509 Kilkenny East	Study	Design
2410 Limerick Drive	Study	Design
Limerick Drive Outfall	Study	Design
1423 Devils Dip	Study	Design
1829 Ivan drive	Study	Design
3033 Shamrock South	Future	Future
Bradford Road Stormwater Outfall	Study	Design
Gwen Street	<i>Not Reported</i>	Study
Chamberlin Drive	<i>Not Reported</i>	Design
Sauls Street – Short Street	<i>Not Reported</i>	Study

Note: All “Small Projects Initiative” projects that are listed as “On Hold” have been recommended for construction and are awaiting implementation. SPI projects listed as “Future” are planned in the SPI program and are planned to be implemented in the order listed. SPI projects listed as “Integrated” are included as a component or part of a major capital improvement project.

<sup>3</sup> Ibid.

## APPENDIX E:

LMS Final 2014 Report

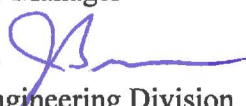




Underground Utilities | 300 South Adams Street, B-26 | Tallahassee, FL 32301 | 850.891.4YOU (4968)

## MEMORANDUM

**TO:** Michelle Bono  
Assistant to the City Manager

**FROM:** John Buss, Director   
Water Resources Engineering Division

**DATE:** September 4, 2014

**SUBJECT:** FEMA COMMUNITY RATING SYSTEM  
Local Mitigation Strategy Progress Report

---

Attached is a progress report on the City of Tallahassee/Leon County Local Mitigation Strategy, Hazard Mitigation Procedures and Initiatives. This report was prepared by the Water Resources Engineering Division to meet requirements of the Community Rating System (CRS) annual recertification. The CRS program awards credit points to communities that perform floodplain management activities above the minimum requirements of FEMA's National Flood Insurance Program. Because of City participation in the CRS program, Tallahassee floodplain property owners receive up to a 20% discount on their flood insurance premiums. As part of the annual recertification process, the attached report must be submitted to our City Commission, released to the media and made available to the public.

We have contacted Alison Faris regarding the media release, and she has agreed to assist us with this effort. The media release will describe the content of the report, inform the reader that copies of the report may be obtained online and also give contact information so that interested parties may obtain copies of the report upon request. The report contains a review of each action item in the Local Mitigation Strategy, Hazard Mitigation Procedures and Initiatives including statements discussing how much has been accomplished to date as well as discussion of why any objectives have not been reached. In addition, some recommendations for new projects are included in the capital improvement section of the report.

To meet the recertification requirements, please forward this memorandum with the report to the City Commission. No action is required by the Commission. This is for information purposes only.

Attachments

JB/mf



City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

Note: The twenty four underlined items are from the City of Tallahassee/Leon County Local Mitigation Strategy 2010 Update, Table 3.3.

1. Increase intergovernmental coordination in the area of Stormwater management.

Status: Intergovernmental Stormwater management coordination is accomplished through several initiatives including countywide land development ordinance, Blueprint 2000 intergovernmental agency Stormwater improvement projects and Local Mitigation Strategy Steering Committee meetings. In addition, the City and County are currently working with the Northwest Florida Water Management District in an effort to improve the accuracy of the Flood Insurance Rate Maps through the Risk Map program, which is funded by FEMA. Once complete, it is expected that FEMA will issue updates to the FIRM, which will improve the accuracy of the depiction of Special Flood Hazard Areas for the community.

2. Improve the disaster resistance of existing site built housing stock.

Status: The Capital Area Chapter of the American Red Cross continues to provide educational programs to low income population on how they can be “disaster resistant.”

3. Advocate that FEMA provide greater flexibility to local communities that elect to establish more accurate flood elevations.

Status: The City of Tallahassee and Leon County continue to cooperate with the Northwest Florida Water Management District through a Cooperating Technical Partnership with FEMA, which will be instrumental in accomplishing this goal. The City and County are attending the Apalachee Bay Saint Mark River Watershed Discovery Meeting for the purpose of updating the FEMA flood maps for the Saint Marks Basin.

4. Improve floodplain boundary identification and implementation of the FEMA map amendment process.

Status: The City and County are currently working with the Northwest Florida Water Management District in an effort to improve the accuracy of the Flood Insurance Rate Maps through the Risk Map program, which is funded by FEMA. Once complete, it is expected that FEMA will issue updates to the FIRM, which will improve the accuracy of the depiction of Special Flood Hazard Areas for the community.

City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

5. Explore methods to eliminate additional development in the 25-year floodplain.

Status: The City of Tallahassee, Growth Management Department continues to consider new ordinance language to accomplish this goal.

6. Create a public education campaign and community program that promotes awareness of vulnerability to hazards in our community and encourage disaster preparation.

Status: The Capital Area Chapter of the American Red Cross has developed the Disaster Resistant Neighborhood Program. The program is designed to mitigate the impact of various disasters by educating residential and commercial property owners on personal actions they can take to reduce the effects of a disaster such as removing dead limbs, putting up shutters/plywood, creating a safe room in your house/business, etc.). The City and County should adopt this program and advertise to all residents to provide technical assistance where needed. The City and county host annual and semiannual disaster fairs, which focus on community vulnerability to various disasters and possible mitigation techniques. The fair is a standalone event and integrated into other community events throughout the year. This strategy would address creating a safe room within the home, general home protection procedures, etc. Volunteer Leon also offers disaster preparedness information during their community outreach programs. Florida State University actively uses social media and other programs, such as its published Emergency Preparedness Guide, to foster a “culture of preparedness and safety” on its campus.

7. Develop and disseminate a public awareness safety strategy.

Status: The City of Tallahassee, Leon County, Florida State University and Capital Area Chapter of the American Red Cross performs this initiative on a regular basis. Information is passed out both in forms of press releases/news articles, radio preparedness messaging, TV ads, community outreach and social media.

8. Promote disaster resistant neighborhoods.

Status: The community continues to partner with the local Red Cross and local media outlets to provide public service announcements and outreach programs supplying information to citizens related to disaster resistant neighborhood strategies. The Red Cross is working to

City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

revamp the Disaster Resistant Neighborhood program in cooperation with the city/county partners and CONA.

9. Host an annual or semi-annual disaster fair.

Status: The Capital Area Chapter of the American Red Cross regularly facilitates hurricane exercises for businesses and neighborhoods to increase community preparedness. Further information related to the Red Cross hurricane exercises can be found online at <http://www.redcross.org/fl/tallahassee>. The Red Cross has facilitated, partnered and hosted community exercises and provided relevant preparedness messaging during those exercises.

10. Continue current efforts to remove dead, dying or diseased trees or branches next to roadways and power lines.

Status: The City of Tallahassee Electric Department and City of Tallahassee Streets and Drainage Division in cooperation with the Leon County Public Works Department, continues to remove those trees and limbs that pose a hazard to overhead power lines and roadways.

11. City of Tallahassee and Leon County flood-related capital improvement projects.

Status: See attached list of City of Tallahassee, Stormwater Capital Projects drainage improvement projects.

12. Acquire parcels in the 100-year floodplain.

Status: The City and County continue to evaluate potential acquisition projects and possible funding sources for property acquisitions within the 100-year floodplain. Many parcels within the 100-year floodplain have been purchased by the City of Tallahassee and Leon County during previous years to provide flood relief to flood prone property owners. Some of these acquisition projects were entirely funded using local dollars. Others were funded through state and federal programs while also making use of local matching funds. Examples of these programs include the Flood Mitigation Assistance Program and the Hazard Mitigation Grant Program, both of which are FEMA programs administered by the Florida Department of Community Affairs.



City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

13. Develop an emergency notification system for all hazards.

Status: Emergency notification is essential to protecting lives and property. Immediate notification to a specific area is critical during rapidly developing situations such as tornados, hazardous material releases, and flash flooding. This system can also be used to inform residents of utilities issues such as boil water notices, power outages, sewer issues, Amber Alerts and more. For the City of Tallahassee, the Department of Communications sends these notifications.

The Federal Emergency Management Agency, Federal Communications Commission, and the Wireless Communications Industry launched the Wireless Emergency Alert (WEA) system in 2013. This system sends concise, text-like messages to WEA capable mobile devices. Wireless providers, representing 97% of subscribers, are participating in distributing Wireless Emergency Alerts. Mobile users will not be charged for receiving these text-like alerts and are automatically enrolled to receive them. Wireless Emergency Alerts use a different kind of technology, than text messages, to ensure they are delivered immediately and are not subjected to potential congestion (or delays) on wireless networks. Wireless Emergency Alerts are a point-to-multipoint system, which means alert messages will be sent to those within a targeted warning area, unlike text messages which are not location aware. Wireless Emergency Alerts distributed by the National Weather Service include: Tornado Warning, Extreme Wind Warning, Flash Flood Warning, and Hurricane Warning.

Leon County utilizes the internet website <http://leoncountyfl.gov/ei> to post all-hazards emergency public information for use by citizens and the media during emergency events. They also utilize a subscription service (powered by GovDelivery) available at the Leon County website for citizens to sign up for all-hazards emergency notifications, traffic notifications, as well as general Leon County government announcements. Notifications are available via email and SMS.

Florida State University maintains a nationally-renowned emergency notification and warning system targeted toward its campus community that includes up to 35 methods of message delivery. FSU recently completed installation of its "EZ Button" technology which allows for the instantaneous activation of pre-scripted emergency messages at the press of a single button. The FSU ALERT EZ system

City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

streamlines warning and notification to 3-5 minutes or less in the most extreme situations.

14. Evaluate requirements and feasibility for the County's participation in the NFIP Community Rating System.

Status: Leon County has applied to participate in the Community Rating System and had a Technical Assistance Visit on July 10, 2014. They are working on their 30-day letter.

15. Explore the feasibility of adding a full build-out component to the Leon County Master Stormwater Management Plan.

Status: The master Stormwater management plan does not take into account Stormwater and flooding impacts given future build-out conditions for the entire County. This information could be used to revise existing floodplain regulations so that they reflect projected build-out conditions. Based on information from the Leon County Public Works Department, there are no plans to update the Master Plan at this time due to staffing limitations and current allocation of available resources.

16. City and County are to implement a program to acquire easement or fee simple land allowing access to maintain the major ditches/canals to reduce flooding.

Status: The program would consist of the acquisition of easements for ditches and the necessary land to access the ditches so normal maintenance can be performed. Currently, the City of Tallahassee is responsible for the maintenance of over 23 miles of major ditches. About 15 miles have adequate access easements, are located within an easement or are located on public ROW. Approximately 30 acres are needed to have full public access to maintain the ditches.

17. Continue and expand program to deploy flood-warning devices at critical facilities and/or locations.

Status: There are several flood-warning devices in place and functioning within the community, which include the warning system at the Lake Talquin Dam as well as the Capital Area Flood Warning Network and City of Tallahassee Rainfall Data Telemetry System. The Capital Area Flood Warning Network and the City of Tallahassee Rainfall Data Telemetry System provide real-time rainfall totals and water

City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

levels at key points within the community. Emergency Management Officials can then use this information during major storm events to identify potential areas of flooding.

Florida State University has identified locations on its campus that are prone to flooding, with a history of personal injury and property damage. FSU has plans to install flood detection equipment in several key locations on its campus and integrate it into its FSU ALERT emergency notification and warning system. The FSU Flood Detection and Warning system is pending funding opportunities.

18. Establish audible warning systems at the Lake Talquin Dam.

Status: The C. H. Corn, Hydroelectric Power Plant at the Lake Talquin Dam continues to operate warning siren and paging system that is used to warn boaters downstream of the dam to move further downstream prior to increasing flow through the dam. Electric is providing phone and email notifications to Crooked Road residents now.

19. Establish a regional lightning detection and warning system.

Status: Representatives from Florida State University have proposed a regional lightning mapping array (LMA). The proposed lightning mapping array would provide all public and non-profit entities in the region advanced warning of the potential of a lightning strike, followed by active monitoring capabilities once lightning is occurring. With advanced warning, detection and monitoring capabilities, the goal is to mitigate the risk to life and property from lightning strikes. DHS Science and Technology does not take unsolicited proposals and incorrectly say that "lightning is not a hazard." FSU is exploring other possibilities for support.

20. Place an audible warning system at the wastewater treatment plant and potable water sites.

Status: The City of Tallahassee Water Quality Administration has initiated a remote detection system to determine the run status and condition of the potable well facilities. This system achieves the goal of an audible alarm system for our potable water system. The Lake Bradford Road wastewater treatment plant has audible alarms on chlorine gas releases.



City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

In addition, a separate monitoring system has audible alarms for all equipment in the Thomas P. Smith wastewater treatment plant on Springhill Road.

21. Develop automated telephone warning/notice system tied to chemical releases at fixed facilities.

Status: Funding needs to be identified, to support such a system.

22. Secure funding source for identified shuttering and hardening needs for Tallahassee Memorial Hospital (TMH) and Capital Regional Medical Center (CRMC).

Status: Once a possible funding source is identified, the committee has discussed applying for window protection at TMH. TMH has developed an application for hazard mitigation and is ready to proceed, when funding becomes available. Tallahassee community hospital is now Capital Regional Medical Center, and they have hardened windows installed.

23. Consider addressing the economic impact of different disaster scenarios, as information becomes available.

Status: The City of Tallahassee and the Capital Area Chapter of the American Red Cross both continue to have programs in place to assess the impacts of disaster immediately following an event. Damage Assessment Teams are also deployed following a disaster on a countywide basis to document disaster-related damages. In addition, the Tallahassee – Leon County Geographic Information Systems department now has FEMA's HAZUS-MH 2.0 software. This software incorporates a nationally applicable standardized methodology that contains models for estimating potential losses from floods and hurricanes. It can be used to model and generate estimated potential losses for hurricane winds and flooding.

24. Continue to improve and expand regional response capabilities for responding to hazardous materials and terrorism events.

Status: The possibility of an incident involving a weapon of mass destruction or a hazardous materials release exists within Leon County. County EM is preparing a response plan and now needs to identify the

City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

equipment needed to respond to effectively to an incident. In addition, the City and County need to identify potential funding sources to acquire the highly specialized, and often expensive, equipment. Tallahassee Fire Department has the only hazardous materials response unit in the region (between Alachua and Escambia Counties, and to a lesser extent, Bay County). Currently the Fire Department will respond to hazardous material incidents outside of the County. In the extent of multiple incidents, the Fire Department's ability to response would be severely taxed. The Development of a regional hazardous material response capability would necessitate the expansion of personnel, equipment, and training, as well as the development of local agreements.

25. Identify equipment needs for responding to a weapon of mass destruction threat, a hazardous materials release or similar disaster.

Status: Our community emergency management officials have identified the equipment needed and have purchased many of the items through the homeland security funding. There is a committee that outlines items to be purchased, and funding is coordinated through the Regional Domestic Security Task Force. However, available funding for this initiative is decreasing.

26. Compile a more comprehensive hazardous materials database.

Status: According to Local Mitigation Strategy Steering Committee information, the Solid Waste Departments are responsible for maintaining the hazardous materials database. However, there is no record of a recent update to this information on file. Leon County Division of Emergency Management and the Local Emergency Planning Committee is responsible for identifying and mapping all facilities storing EPA section 302 chemicals. Annually, they publish a document identifying these locations as part of the community right to know act.

27. Develop regional hazardous materials response capability; identify needed assets, training and local agreements.

Status: The Apalachee Regional Planning Council, Tallahassee, Gainesville, Thomasville, Valdosta and other surrounding communities have worked together on regional responses. In Florida, surrounding

City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

communities have agreed to support each other through the Fire Chief's Association and the Regional Domestic Security Tasks Forces. There are 7 of these in Florida, and they will support each other as needed. There has been no change in the status of this initiative since the previous publication of this report.

28. Maintain training programs for emergency responders, and continue to identify new training programs as needed.

Status: In the event of a natural disaster, hazardous material release, or other catastrophic incident, numerous emergency responders, often with widely different roles, will be required to work as a single, integrated unit. Key to this effort is training. The City and County need to continually identify the different training needs for numerous responders, including, but not limited to dispatch, initial responders, field responders, and incident commanders. Included as part of this is a continuous training program, involving classroom training, table top exercises and field exercise. The effort should also address the development and implement public awareness training programs. Through continued cooperation between City and County emergency managers, incident command training sessions will continue to be provided to City, County and other community representatives with emergency response roles.

29. Continue to identify needs for improving the disaster resistance of critical facilities.

Status: Critical facilities provide essential services in the event of an emergency, but may be housed in structures that require improvements to weather the impacts of a disaster. Improvements may include, but not limited to, the installation of storm shutters, or gas generators. The Local Mitigation Strategy Steering Committee continues to work to identify additional security measures to protect critical facilities within the community. The City has installed extra security measures at certain critical facilities throughout the City. The North Florida Regional Domestic Security Task Forces, is provided funding to address K-12, Universities, Court houses and communications towers, funding is still needed to protect utilities.

City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

30. Identify populations at risk under different scenarios.

Status: The Local Mitigation Strategy Steering Committee regularly meets to discuss these issues. Additional coordination has also taken place using the digital information available through the community's Geographic Information System. In addition, the Florida Department of Health and the Florida Division of Emergency Management also considers this topic for hazardous materials. In addition, the Leon County and the City of Tallahassee in 2011-2012 collaboratively developed a Post-Disaster Redevelopment Plan (PDRP) in order to better prepare the community for long-term recovery and redevelopment after a disaster. This plan complements other planning efforts ongoing in the city and the county, including the Comprehensive Plan, Local Mitigation Strategy (LMS) and Comprehensive Emergency Management Plan (CEMP). The PDRP identifies policies, operational strategies and roles and responsibilities for implementation that will guide decisions that affect long-term recovery and redevelopment of the community after a disaster.

31. Encourage the establishment of community-based emergency shelters.

Status: The City of Tallahassee and Leon County have a total of 15 school campuses and 72 buildings, which meet the Red Cross standards and can be used as emergency shelters. In addition, the City of Tallahassee is now providing transportation to persons who regularly ride StarMetro seeking shelter.

Through the successful completion of several structural hardening mitigation projects, Florida State University now maintains an inventory of four buildings with the capability to shelter 3,140 of its own students, faculty, staff and their immediate family members on campus, without burdening the community shelter system.

32. Build a single, community-wide emergency operations center.

Status: Construction of the Public Safety Complex was completed in July 2013. The 100,000 square foot facility will house the Consolidated Dispatch Agency, Leon County Emergency Medical Services, Tallahassee Fire Department Administration, City of Tallahassee Regional Traffic Management Center, and a joint City/County Emergency Operations Center.

City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report

33. Deploy a low-power public radio station.

Status: Currently, no funding has been obtained to purchase the system. Therefore, Emergency Managers would make use of NOAA Alerts and Public Radio for required radio broadcasts of public announcements in the event of an emergency.

34. Identify major land-based transportation corridors and establish safe zones around those corridors based on the exposure pathway for different chemicals.

Status: This would also include identification of all structures, facilities and special need populations in the corridors. Provide ready access to this information to hazardous material response personnel, preferably from deployed resources (such as GIS capability on the hazardous response vehicle). The Apalachee Regional Planning Council has developed a transportation study for hazardous materials. In addition, local Emergency Management officials have developed preliminary mapping of safe zones, 1-2 miles along the major routes through the community.



City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report - Attachment

**Table 1: City of Tallahassee Drainage Improvement Projects**

The City has identified the following 24 drainage improvement projects in its current Capital Improvement Program (FY2014-2019). The estimated cost of these projects totals \$97,632,311.

Project	Cost (\$)	Prior Year	Current Status
Concord Road SMF	980,000	Permitting	Under Construction
Downtown Stormwater Master Plan	500,000	Analysis	Analysis
E. Georgia at Meridian Flood Mitigation	2,475,000	Construction	Completed
Eastgate Flood Relief Project	3,850,000	Phase I & II Design & Land Acquisition	Phase I Under Construction. Phase II Design & Land Acquisition
Emory Ct and Dupont Dr Area Flood Relief (4)	10,100,000	Phase I complete	Phase II Analysis
Frenchtown Stormwater Master Plan (2)	11,645,400	(see note 2 below)	(see note 2 below)
Inglewood Stormwater Improvements	1,050,000	Design	Design
Karen Lane Drainage Improvements	600,000	Completed	Completed
Killarney Way at Shamrock Drainage Improvements.	1,765,000	Completed	Completed
Lafayette Park Stormwater Outfall (4)	1,300,000	Phase I complete, Phase II Under Construction	Phase II Completed
Lake Ella Stormwater Outfall	150,000	New	Study
Lower Central Drainage Ditch	11,450,050	Design	Design
Medium Stormwater System Imprv. (3)	18,000,000	New	(see note 3 below)
Meginnis Arm LOMR	200,000	New	Study
Northeast Ditch at Lonnbladh Rd.	1,500,000	Completed	Completed
Northeast Ditch Tributary 2 Flood Study	120,000	On Hold	On Hold
Park Ave. Tributary No. 1 Improvements	3,125,000	Bid for Construction	Under Construction
Rainfall and Stream Gauging	1,651,861	Data gathering	Data gathering
Royal Oaks Creek	3,000,000	Analysis	Analysis
Small Projects Initiative (see below)	9,670,000	See Table 2 below	See Table 2 below
Stormwater Infrastructure Inventory and Mapping	3,360,000	Data gathering	Data gathering
Upper Lake Lafayette Nutrient Reduction Facility	7,000,000	Construction	Construction
Upper West Ditch Stormwater Facility	3,540,000	Analysis	Analysis
Wilson Ridge Flood Relief Project	600,000	Completed	Completed
<b>Total</b>	<b>\$97,632,311</b>		

City of Tallahassee/Leon County Local Mitigation Strategy  
Hazard Mitigation Procedures Initiatives  
2014 Progress Report - Attachment

Notes:

1. Projects listed as “On Hold” have been recommended and approved in the Capital Budget and are awaiting implementation.
2. The Frenchtown Stormwater Project has been segmented into multiple phases. Nine phases have been constructed while other phases are in various stages of implementation.
3. The Medium Stormwater System Improvement Project funds the construction of multiple small to medium sized projects, some of which are listed under the Small Projects Initiative (SPI) project list (Table 2).
4. These projects have been segmented into two phases.

**Table 2: City of Tallahassee Drainage Improvement Projects -  
Small Projects Initiative – Current & Planned Projects**

Project	Prior Year Activity	Status
Sandhurst Drive	Under Construction	Completed
Stonehouse Road	On hold	Completed
3068 O’Brien Drive	Design	Completed
3933 Runnymede	Under Construction	Completed
4052 Roscrea Drive	Design	Completed
676 Riggins Road	Integrated*	Integrated*
3015 Shamrock North	Design	Under Construction
1046 Copper Creek Lane	Under Construction	Completed
3224 Baldwin Drive	Under Construction	Completed
3244 Shannon Lakes	Design	Design
1341 Hutchinson Avenue	Design	Design
903 Beard Street	Study	Design
1133 Richardson Road	Study	Under Construction
3509 Kilkenny East	Study	Design
2410 Limerick Drive	Study	Design
Limerick Drive Outfall	Study	Design
1423 Devils Dip	Study	Design
1829 Ivan drive	Study	Design
3033 Shamrock South	Future	Future
Bradford Road Stormwater Outfall	Study	Design
Gwen Street	<i>Not Reported</i>	Study
Chamberlin Drive	<i>Not Reported</i>	Design
Sauls Street – Short Street	<i>Not Reported</i>	Study

Note: All “Small Projects Initiative” projects that are listed as “On Hold” have been recommended for construction and are awaiting implementation. SPI projects listed as “Future” are planned in the SPI program and are planned to be implemented in the order listed. SPI projects listed as “Integrated” are included as a component or part of a major capital improvement project.



## APPENDIX F:

Leon County Small Quantity Generator  
Waste Types  
January 1, 2009 – December 31, 2013

Waste	Description	Disposal Method	Count of Facilities	Pounds
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	AD	8	4052
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	AN	1	500
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	AO	6	13511
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	EE	5	528122
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	ER	19	66285
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	EU	64	146842
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	HH	4	209650
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	HO	1	200
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	HQ	1	2002
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	HR	36	81101
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	OE	2	17714
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	OP	1	2002
AMEO	ANTIFREEZE (HW EXCEPT WHEN RECYCLED)	OR	7	19365
AMNO	ANTIFREEZE ( NOT HW)	AD	1	1001
AMNO	ANTIFREEZE ( NOT HW)	AO	1	3002
AMNO	ANTIFREEZE ( NOT HW)	EU	8	66853
AMNO	ANTIFREEZE ( NOT HW)	HR	3	4503
AMTO	ANTIFREEZE-NO TESTING DONE	EU	7	30432
AMTO	ANTIFREEZE-NO TESTING DONE	OR	1	2752
BDEB	LEAD-ACID BATTERIES	AD	17	15548
BDEB	LEAD-ACID BATTERIES	AN	3	960
BDEB	LEAD-ACID BATTERIES	EE	6	2088
BDEB	LEAD-ACID BATTERIES	ER	286	21011076
BDEB	LEAD-ACID BATTERIES	HO	2	924
CWCM	ACIDIC OR ALKALINE WASTES - PH12.5	AD	1	12
CWCM	ACIDIC OR ALKALINE WASTES - PH12.5	AN	1	8
CWCM	ACIDIC OR ALKALINE WASTES - PH12.5	DP	3	200
CWCM	ACIDIC OR ALKALINE WASTES - PH12.5	ER	1	500
CWCM	ACIDIC OR ALKALINE WASTES - PH12.5	EW	1	200
CWCM	ACIDIC OR ALKALINE WASTES - PH12.5	HH	22	5704
CWCM	ACIDIC OR ALKALINE WASTES - PH12.5	HR	2	108
CWCM	ACIDIC OR ALKALINE WASTES - PH12.5	OE	5	317
CWCM	ACIDIC OR ALKALINE WASTES - PH12.5	SL	1	2
CWCM	ACIDIC OR ALKALINE WASTES - PH12.5	SO	2	108
CWCN	SPENT PLATING WASTES-FROM METAL-PLATING, ETC.	HH	1	917
EENU	EMPTY PESTICIDE CONTAINERS D,U LIST	OE	3	156
EENU	EMPTY PESTICIDE CONTAINERS D,U LIST	SL	8	492

Waste	Description	Disposal Method	Count of Facilities	Pounds
EMRD	PESTICIDE WASTE MIXTURES/WATERS	HH	1	540
EMRD	PESTICIDE WASTE MIXTURES/WATERS	HO	1	24
EMRD	PESTICIDE WASTE MIXTURES/WATERS	OR	1	348
EPRD	TOXIC WASTES D,U LIST	HH	2	132
ETRC	TOXIC SPILL CLEANUP D,U LIST	AD	1	12
ETRC	TOXIC SPILL CLEANUP D,U LIST	HH	1	240
ETRC	TOXIC SPILL CLEANUP D,U LIST	HO	1	24
FFEF	PHOTOGRAPHIC SILVER RECOVERY CANNISTER	AD	2	60
FFEF	PHOTOGRAPHIC SILVER RECOVERY CANNISTER	ER	6	756
FFEF	PHOTOGRAPHIC SILVER RECOVERY CANNISTER	HH	1	12
FFEF	PHOTOGRAPHIC SILVER RECOVERY CANNISTER	HR	2	24
FWHF	PHOTOGRAPHIC WASTES-FIXANT SOLUTION	AN	1	1001
FWHF	PHOTOGRAPHIC WASTES-FIXANT SOLUTION	DP	3	300
FWHF	PHOTOGRAPHIC WASTES-FIXANT SOLUTION	HH	4	840
FWHF	PHOTOGRAPHIC WASTES-FIXANT SOLUTION	HR	1	500
FWHF	PHOTOGRAPHIC WASTES-FIXANT SOLUTION	OE	1	2502
FWNF	PHOTOGRAPHIC WASTES-NOT HW	DP	5	8619
FWNF	PHOTOGRAPHIC WASTES-NOT HW	HR	1	500
GFEO	FUEL FILTERS	AD	10	590
GFEO	FUEL FILTERS	AN	1	60
GFEO	FUEL FILTERS	AO	1	0
GFEO	FUEL FILTERS	ER	1	24
GFEO	FUEL FILTERS	EU	30	1260
GFEO	FUEL FILTERS	HH	1	60
GFEO	FUEL FILTERS	HR	1	12
GFEO	FUEL FILTERS	SL	1	36
GPID	DISCARDED GASOLINE, DIESEL OR OTHER FUELS	AD	4	4082
GPID	DISCARDED GASOLINE, DIESEL OR OTHER FUELS	AN	2	147
GPID	DISCARDED GASOLINE, DIESEL OR OTHER FUELS	AO	1	68
GPID	DISCARDED GASOLINE, DIESEL OR OTHER FUELS	ER	1	3396
GPID	DISCARDED GASOLINE, DIESEL OR OTHER FUELS	EU	2	68260
GPID	DISCARDED GASOLINE, DIESEL OR OTHER FUELS	HH	3	1149
GPID	DISCARDED GASOLINE, DIESEL OR OTHER FUELS	HO	1	204
GPID	DISCARDED GASOLINE, DIESEL OR OTHER FUELS	HR	11	22021
GPID	DISCARDED GASOLINE, DIESEL OR OTHER FUELS	OR	1	170
GWEE	PETROLEUM CONTACT WATERS- PCW	AD	13	36970
GWEE	PETROLEUM CONTACT WATERS- PCW	AN	1	5004

Waste	Description	Disposal Method	Count of Facilities	Pounds
GWEE	PETROLEUM CONTACT WATERS- PCW	ER	1	4003
GWEE	PETROLEUM CONTACT WATERS- PCW	EU	39	249500
GWEE	PETROLEUM CONTACT WATERS- PCW	OP	1	2002
HBLT	DISTILATION BOTTOMS-HALOGENATED	HH	4	26712
HBLT	DISTILATION BOTTOMS-HALOGENATED	HR	1	1000
HFLO	DRY CLEANING FILTERS	HH	9	7180
HFLO	DRY CLEANING FILTERS	SL	1	36
HMLG	HALOGENATED SOLVENTS-CONTAIN CHLORINE/FLUORIN	BE	1	217
HMLG	HALOGENATED SOLVENTS-CONTAIN CHLORINE/FLUORIN	HH	3	2822
HPLU	SPENT FREON-113	HR	1	2000
HRLG	ABSORBENTS WITH HALOGENATED SOLVENTS	AD	1	12
HRLG	ABSORBENTS WITH HALOGENATED SOLVENTS	AN	1	60
HRLG	ABSORBENTS WITH HALOGENATED SOLVENTS	EC	1	60
HRLG	ABSORBENTS WITH HALOGENATED SOLVENTS	ER	1	60
HRLG	ABSORBENTS WITH HALOGENATED SOLVENTS	HH	3	2952
HRLG	ABSORBENTS WITH HALOGENATED SOLVENTS	SL	3	36
HWET	CONDENSATE H2O FROM DRY CLEANERS	BE	1	100
HWET	CONDENSATE H2O FROM DRY CLEANERS	HH	3	12
HWET	CONDENSATE H2O FROM DRY CLEANERS	OE	1	60
HWET	CONDENSATE H2O FROM DRY CLEANERS	TE	1	3002
IPHI	WASTE INKS - CONTAINS HEAVY METALS	AD	2	315
IPII	WASTE INKS - FLASHPOINT < 140 F	AD	1	120
IPII	WASTE INKS - FLASHPOINT < 140 F	DP	1	26
IPMI	WASTE INK-FLASHPOINT	HH	1	945
LDEB	FLUORESCENT LAMPS/DEVICES	AD	116	2913
LDEB	FLUORESCENT LAMPS/DEVICES	AN	26	363
LDEB	FLUORESCENT LAMPS/DEVICES	EE	543	27762621
LDEB	FLUORESCENT LAMPS/DEVICES	ER	8	456
LDEB	FLUORESCENT LAMPS/DEVICES	HH	2	79
LDEB	FLUORESCENT LAMPS/DEVICES	HO	67	491
LDEB	FLUORESCENT LAMPS/DEVICES	HQ	4	561
LDEB	FLUORESCENT LAMPS/DEVICES	HR	8	1500
LDEB	FLUORESCENT LAMPS/DEVICES	SD	1	7
LDEB	FLUORESCENT LAMPS/DEVICES	SL	40	246
LDEB	FLUORESCENT LAMPS/DEVICES	SO	6	292
MBHR	SLUDGES WITH HEAVY METALS	AD	1	1320

Waste	Description	Disposal Method	Count of Facilities	Pounds
MBHR	SLUDGES WITH HEAVY METALS	AN	1	12
MBHR	SLUDGES WITH HEAVY METALS	ER	1	48
MBHR	SLUDGES WITH HEAVY METALS	HO	1	12
MBHR	SLUDGES WITH HEAVY METALS	SL	3	2.18E+08
MFHO	FILTERS WITH HEAVY METALS	AD	7	6168
MFHO	FILTERS WITH HEAVY METALS	AN	3	48
MFHO	FILTERS WITH HEAVY METALS	EU	4	528
MFHO	FILTERS WITH HEAVY METALS	HH	2	120
MFHO	FILTERS WITH HEAVY METALS	HQ	1	24
MFHO	FILTERS WITH HEAVY METALS	HR	2	48
MFHO	FILTERS WITH HEAVY METALS	SL	6	96
MSEM	SOLIDS - SCRAP METALS, SOLDER, CIRCUIT BOARDS	AD	29	9744
MSEM	SOLIDS - SCRAP METALS, SOLDER, CIRCUIT BOARDS	AN	5	696
MSEM	SOLIDS - SCRAP METALS, SOLDER, CIRCUIT BOARDS	EE	16	381700
MSEM	SOLIDS - SCRAP METALS, SOLDER, CIRCUIT BOARDS	ER	42	10324
MSEM	SOLIDS - SCRAP METALS, SOLDER, CIRCUIT BOARDS	HH	1	4800
MSEM	SOLIDS - SCRAP METALS, SOLDER, CIRCUIT BOARDS	HO	2	180
MSEM	SOLIDS - SCRAP METALS, SOLDER, CIRCUIT BOARDS	HR	1	24000
MSEM	SOLIDS - SCRAP METALS, SOLDER, CIRCUIT BOARDS	OR	2	36
MSEM	SOLIDS - SCRAP METALS, SOLDER, CIRCUIT BOARDS	SL	2	192
MSHS	DUST AND SOLIDS WITH HEAVY METALS	AN	1	0
MSHS	DUST AND SOLIDS WITH HEAVY METALS	ER	1	300
MSHS	DUST AND SOLIDS WITH HEAVY METALS	HH	2	636
MSHU	LEAD BACKING FROM XRAY,SCRAP AMALGAM	HR	1	0
MWHR	WASH, RINSE & OTHER WASTEWATER W HEAVY METALS	HH	1	2002
MWHR	WASH, RINSE & OTHER WASTEWATER W HEAVY METALS	HO	1	60
MWHR	WASH, RINSE & OTHER WASTEWATER W HEAVY METALS	HR	1	5504
NBLT	DIST. BOTTOMS-NON-HALOGENATED	HH	2	1200
NBLT	DIST. BOTTOMS-NON-HALOGENATED	SF	1	790
NPIA	MINERAL SPIRITS-PARTS CLEANER	AD	6	849
NPIA	MINERAL SPIRITS-PARTS CLEANER	AN	4	553
NPIA	MINERAL SPIRITS-PARTS CLEANER	AO	32	13577
NPIA	MINERAL SPIRITS-PARTS CLEANER	BE	1	79
NPIA	MINERAL SPIRITS-PARTS CLEANER	BO	1	395
NPIA	MINERAL SPIRITS-PARTS CLEANER	BU	1	1572094
NPIA	MINERAL SPIRITS-PARTS CLEANER	CU	1	60

Waste	Description	Disposal Method	Count of Facilities	Pounds
NPIA	MINERAL SPIRITS-PARTS CLEANER	ER	1	1184
NPIA	MINERAL SPIRITS-PARTS CLEANER	EU	8	2303
NPIA	MINERAL SPIRITS-PARTS CLEANER	HH	36	27828
NPIA	MINERAL SPIRITS-PARTS CLEANER	HO	3	326
NPIA	MINERAL SPIRITS-PARTS CLEANER	HQ	1	197
NPIA	MINERAL SPIRITS-PARTS CLEANER	HR	76	62870
NPIA	MINERAL SPIRITS-PARTS CLEANER	OR	1	395
NPIA	MINERAL SPIRITS-PARTS CLEANER	SO	1	13
NPIG	NON-HALOGENATED SOLVENT-IGNITABLE LISTED ONLY	AD	1	1579
NPIG	NON-HALOGENATED SOLVENT-IGNITABLE LISTED ONLY	AO	4	1343
NPIG	NON-HALOGENATED SOLVENT-IGNITABLE LISTED ONLY	HH	5	7218
NPIG	NON-HALOGENATED SOLVENT-IGNITABLE LISTED ONLY	HO	1	79
NPIG	NON-HALOGENATED SOLVENT-IGNITABLE LISTED ONLY	HR	5	18400
NPLG	NON-HALOGENATED SOLVENT-TOX,REACT,ACUTE LISTED	HH	1	84
NPLG	NON-HALOGENATED SOLVENT-TOX,REACT,ACUTE LISTED	HO	1	79
NPLG	NON-HALOGENATED SOLVENT-TOX,REACT,ACUTE LISTED	SL	2	15
NPNA	NONHALOGENATED SOLVENTS-PURE HAZ LIQUIDS	HR	1	197
NRIG	ABSORBENTS W/IGNITABLE ONLY SOLVENT	SL	1	13
NRLG	ABSORBENTS WITH LISTED NONHALOGENATED SOLVENT	AN	1	144
NRLG	ABSORBENTS WITH LISTED NONHALOGENATED SOLVENT	EC	11	9288
NRLG	ABSORBENTS WITH LISTED NONHALOGENATED SOLVENT	HH	1	312
NRLG	ABSORBENTS WITH LISTED NONHALOGENATED SOLVENT	SL	8	268
OARD	OTHER TOXIC CHEMICALS-AEROSOL CANS - ETC.	SL	2	6
OBOU	SLUDGES & SOLIDS WITH TC ORGANICS -ALSO SOILS	AD	1	240
OBOU	SLUDGES & SOLIDS WITH TC ORGANICS -ALSO SOILS	AO	1	24
OBOU	SLUDGES & SOLIDS WITH TC ORGANICS -ALSO SOILS	BO	1	12
OBOU	SLUDGES & SOLIDS WITH TC ORGANICS -ALSO SOILS	HR	1	312
OBOU	SLUDGES & SOLIDS WITH TC ORGANICS -ALSO SOILS	SD	1	12
OBOU	SLUDGES & SOLIDS WITH TC ORGANICS -ALSO SOILS	SF	1	13200

Waste	Description	Disposal Method	Count of Facilities	Pounds
	SLUDGES & SOLIDS WITH TC ORGANICS -ALSO			
OBOU	SOILS	SO	1	12
OLED	OTHER CHEMICAL-NOT HAZ WASTE	AD	6	3424
OLED	OTHER CHEMICAL-NOT HAZ WASTE	AN	1	480
OLED	OTHER CHEMICAL-NOT HAZ WASTE	DP	3	4236
OLED	OTHER CHEMICAL-NOT HAZ WASTE	EE	1	12
OLED	OTHER CHEMICAL-NOT HAZ WASTE	ER	6	516
OLED	OTHER CHEMICAL-NOT HAZ WASTE	HH	6	6528
OLED	OTHER CHEMICAL-NOT HAZ WASTE	HO	3	672
OLED	OTHER CHEMICAL-NOT HAZ WASTE	HR	3	3456
OLED	OTHER CHEMICAL-NOT HAZ WASTE	SL	3	54
OLED	OTHER CHEMICAL-NOT HAZ WASTE	SO	1	12
OLIU	OTHER IGNITABLE WASTES	AD	4	144
OLIU	OTHER IGNITABLE WASTES	AN	1	12
OLIU	OTHER IGNITABLE WASTES	AO	1	6
OLIU	OTHER IGNITABLE WASTES	BE	1	12
OLIU	OTHER IGNITABLE WASTES	EE	1	12
OLIU	OTHER IGNITABLE WASTES	HH	22	8785
OLIU	OTHER IGNITABLE WASTES	HO	7	180
OLIU	OTHER IGNITABLE WASTES	HR	5	14532
OLIU	OTHER IGNITABLE WASTES	OR	1	3840
OLIU	OTHER IGNITABLE WASTES	SL	4	168
OLLD	OTHER TOXIC CHEMICALS-LAB PACK/MIXED-UNKNOWN	HR	1	24
OLMD	OTHER CHEMICAL LAB PACKED WASTE	AD	4	4500
OLMD	OTHER CHEMICAL LAB PACKED WASTE	HH	8	1392
OLMD	OTHER CHEMICAL LAB PACKED WASTE	HO	3	384
OLMD	OTHER CHEMICAL LAB PACKED WASTE	HR	1	12
OLMD	OTHER CHEMICAL LAB PACKED WASTE	RD	5	324
OPAD	ACUTE DISCARDED UNUSED OR OFF-SPEC CHEM	AD	2	30
OPAD	ACUTE DISCARDED UNUSED OR OFF-SPEC CHEM	ER	1	0
OPLD	DISCARDED UNUSED OR OFF-SPEC COMMERCIAL CHEM	AD	11	43044
OPLD	DISCARDED UNUSED OR OFF-SPEC COMMERCIAL CHEM	AN	3	40620
OPLD	DISCARDED UNUSED OR OFF-SPEC COMMERCIAL CHEM	BE	1	0
OPLD	DISCARDED UNUSED OR OFF-SPEC COMMERCIAL CHEM	EE	2	72
OPLD	DISCARDED UNUSED OR OFF-SPEC COMMERCIAL CHEM	HH	11	2329

Waste	Description	Disposal Method	Count of Facilities	Pounds
OPLD	DISCARDED UNUSED OR OFF-SPEC COMMERCIAL CHEM	HO	6	492
OPLD	DISCARDED UNUSED OR OFF-SPEC COMMERCIAL CHEM	HQ	1	12
OPLD	DISCARDED UNUSED OR OFF-SPEC COMMERCIAL CHEM	HR	5	816
OPLD	DISCARDED UNUSED OR OFF-SPEC COMMERCIAL CHEM	RD	7	300
OPLD	DISCARDED UNUSED OR OFF-SPEC COMMERCIAL CHEM	SL	1	12
OTAC	ACUTE CHEMICAL SPILL CLEANUP - P LIST	AD	2	18
PMIP	IGNITABLE PAINT WASTES - FLASHPOINT < 140 F	AD	3	660
PMIP	IGNITABLE PAINT WASTES - FLASHPOINT < 140 F	AN	3	1049
PMIP	IGNITABLE PAINT WASTES - FLASHPOINT < 140 F	BE	4	208
PMIP	IGNITABLE PAINT WASTES - FLASHPOINT < 140 F	EU	1	94
PMIP	IGNITABLE PAINT WASTES - FLASHPOINT < 140 F	HH	17	1024887
PMIP	IGNITABLE PAINT WASTES - FLASHPOINT < 140 F	HO	12	21028
PMIP	IGNITABLE PAINT WASTES - FLASHPOINT < 140 F	HR	11	12128
PMIP	IGNITABLE PAINT WASTES - FLASHPOINT < 140 F	OR	4	2249
PMIP	IGNITABLE PAINT WASTES - FLASHPOINT < 140 F	SL	1	14808
PMMP	PAINT WASTE-MIXED HW	AD	2	188
PMMP	PAINT WASTE-MIXED HW	AN	4	2570
PMMP	PAINT WASTE-MIXED HW	BE	1	94
PMMP	PAINT WASTE-MIXED HW	HH	11	32644
PMMP	PAINT WASTE-MIXED HW	HO	2	566
PMMP	PAINT WASTE-MIXED HW	SL	2	39
PPRD	PAINTS/COATINGS-PURE HAZ LIQUIDS	AD	1	94
PSHP	OTHER PAINT WASTES W/HEAVY METALS	AD	1	60
PSHP	OTHER PAINT WASTES W/HEAVY METALS	AN	2	72
PSHP	OTHER PAINT WASTES W/HEAVY METALS	HH	2	1680
PSHP	OTHER PAINT WASTES W/HEAVY METALS	SL	2	108
RDEB	RECHARGEABLE BATTERIES: PBACID,NICAD,HG,AG	AD	3	264
RDEB	RECHARGEABLE BATTERIES: PBACID,NICAD,HG,AG	EE	25	258196
RDEB	RECHARGEABLE BATTERIES: PBACID,NICAD,HG,AG	ER	18	4314
RDEB	RECHARGEABLE BATTERIES: PBACID,NICAD,HG,AG	HH	1	180
RDEB	RECHARGEABLE BATTERIES: PBACID,NICAD,HG,AG	HR	1	240
RDHB	RECHARGEABLE BATTERIES-DEVICES (BATTERY, LAMP, ET	EE	1	5
SBRT	SOLVENT DISTILLATION BOTTOMS	OR	1	600
SMHA	AQUEOUS PARTS WASHER W/HEAVY METALS	AD	1	0



Waste	Description	Disposal Method	Count of Facilities	Pounds
SMHA	AQUEOUS PARTS WASHER W/HEAVY METALS	AO	2	900
SMHA	AQUEOUS PARTS WASHER W/HEAVY METALS	ER	1	84
SMHA	AQUEOUS PARTS WASHER W/HEAVY METALS	EU	1	420
SMHA	AQUEOUS PARTS WASHER W/HEAVY METALS	HH	3	420
SMHA	AQUEOUS PARTS WASHER W/HEAVY METALS	HR	2	1260
SMHA	AQUEOUS PARTS WASHER W/HEAVY METALS	OR	1	1260
SMIA	AQUEOUS PARTS WASHER W/IGNITABLE ONLY HW	HH	1	252
SMMA	AQUEOUS PARTS WASHER W/MIXED HW	AO	2	148
SMMA	AQUEOUS PARTS WASHER W/MIXED HW	HH	1	280
SMMA	AQUEOUS PARTS WASHER W/MIXED HW	HR	1	336
SMRA	SPENT SOLVENTS (MIX/OTHER)	AN	3	588
SMRA	SPENT SOLVENTS (MIX/OTHER)	AO	2	504
SMRA	SPENT SOLVENTS (MIX/OTHER)	HH	8	31536
SMRA	SPENT SOLVENTS (MIX/OTHER)	HO	2	102
SMRA	SPENT SOLVENTS (MIX/OTHER)	HR	5	6024
SPNA	AQUEOUS PARTS WASHER, NOT HW	AD	2	192
SPNA	AQUEOUS PARTS WASHER, NOT HW	AN	1	0
SPNA	AQUEOUS PARTS WASHER, NOT HW	AO	4	1720
SPNA	AQUEOUS PARTS WASHER, NOT HW	EU	5	1752
SPNA	AQUEOUS PARTS WASHER, NOT HW	HH	1	3168
SPNA	AQUEOUS PARTS WASHER, NOT HW	HR	1	480
SPNA	AQUEOUS PARTS WASHER, NOT HW	OR	2	12672
SPNA	AQUEOUS PARTS WASHER, NOT HW	TP	1	8640
SRIG	RAGS WITH IGNITABLE ONLY SOLVENTS	AD	3	276
SRIG	RAGS WITH IGNITABLE ONLY SOLVENTS	EC	5	1232
SRIG	RAGS WITH IGNITABLE ONLY SOLVENTS	HO	1	12
SRIG	RAGS WITH IGNITABLE ONLY SOLVENTS	SL	3	42
TDEB	MERCURY CONTAINING DEVICES (THERMOSTATS,ETC.)	AD	1	12
TDEB	MERCURY CONTAINING DEVICES (THERMOSTATS,ETC.)	EE	2	48
TDEB	MERCURY CONTAINING DEVICES (THERMOSTATS,ETC.)	ER	2	36
TDEB	MERCURY CONTAINING DEVICES (THERMOSTATS,ETC.)	HH	4	96
TDEB	MERCURY CONTAINING DEVICES (THERMOSTATS,ETC.)	HR	2	3258
UBNE	OILY SLUDGE (FROM SUMP PUMP OUTS)	EU	2	1200
UCNO	CRUSHED OIL FILTERS	AN	1	240
UCNO	CRUSHED OIL FILTERS	EU	34	854195

Waste	Description	Disposal Method	Count of Facilities	Pounds
UKEH	ABSORBENTS CONTAMINATED W/OIL	AD	6	396
UKEH	ABSORBENTS CONTAMINATED W/OIL	AN	1	24
UKEH	ABSORBENTS CONTAMINATED W/OIL	EC	22	12694
UKEH	ABSORBENTS CONTAMINATED W/OIL	ER	2	84240
UKEH	ABSORBENTS CONTAMINATED W/OIL	EU	23	167492
UKEH	ABSORBENTS CONTAMINATED W/OIL	HH	2	398
UKEH	ABSORBENTS CONTAMINATED W/OIL	SD	2	102
UKEH	ABSORBENTS CONTAMINATED W/OIL	SL	44	2448
UMEO	USED OIL (AND FILTERS)-MIXED LIQUIDS	EU	1	419
UOEO	USED OILCOLLECTED BY PUOCC FACS	EU	63	164
UPEM	METALWORKING (CUTTING) OILS	AN	1	12
UPEM	METALWORKING (CUTTING) OILS	AO	1	914
UPEM	METALWORKING (CUTTING) OILS	ER	1	1200
UPEM	METALWORKING (CUTTING) OILS	EU	3	7283
UPEM	METALWORKING (CUTTING) OILS	HO	1	91
UPEM	METALWORKING (CUTTING) OILS	SL	1	12
UPEO	USED OILS & OTHER LUBRICANTS	AD	18	10388
UPEO	USED OILS & OTHER LUBRICANTS	AN	11	4308
UPEO	USED OILS & OTHER LUBRICANTS	BU	1	2107235
UPEO	USED OILS & OTHER LUBRICANTS	EE	4	4206
UPEO	USED OILS & OTHER LUBRICANTS	ER	3	55908
UPEO	USED OILS & OTHER LUBRICANTS	EU	338	12272232
UPEO	USED OILS & OTHER LUBRICANTS	HO	4	1111
UPEO	USED OILS & OTHER LUBRICANTS	HR	1	120
UPEO	USED OILS & OTHER LUBRICANTS	OR	3	4298
UREH	RAGS WITH OIL	EC	129	53238
UREH	RAGS WITH OIL	EU	2	840
UREH	RAGS WITH OIL	SL	6	744
UREH	RAGS WITH OIL	SO	1	12
UREH	RAGS WITH OIL	TO	1	60
UUNO	UNCRUSHED OIL FILTERS	AD	14	1368
UUNO	UNCRUSHED OIL FILTERS	AN	4	108
UUNO	UNCRUSHED OIL FILTERS	EE	1	120
UUNO	UNCRUSHED OIL FILTERS	ER	7	2052
UUNO	UNCRUSHED OIL FILTERS	EU	193	2205986
UUNO	UNCRUSHED OIL FILTERS	HH	1	158
UUNO	UNCRUSHED OIL FILTERS	HO	2	72

Waste	Description	Disposal Method	Count of Facilities	Pounds
UUNO	UNCRUSHED OIL FILTERS	HR	2	2611
UUNO	UNCRUSHED OIL FILTERS	SL	7	144
UWNE	OILY WASTE WATER	AD	8	51240
UWNE	OILY WASTE WATER	AN	4	1501
UWNE	OILY WASTE WATER	AO	2	1101
UWNE	OILY WASTE WATER	DS	2	2002
UWNE	OILY WASTE WATER	ER	1	2002
UWNE	OILY WASTE WATER	EU	40	2335725
UWNE	OILY WASTE WATER	EW	8	380505
UWNE	OILY WASTE WATER	HH	4	35029
UWNE	OILY WASTE WATER	HR	2	2702
UWNE	OILY WASTE WATER	SL	1	10008
XSVU	REACTIVE WASTES-SOLIDS	AD	2	18
XSVU	REACTIVE WASTES-SOLIDS	AN	1	2
XSVU	REACTIVE WASTES-SOLIDS	HH	7	1284
XSVU	REACTIVE WASTES-SOLIDS	HR	1	108
XWVU	REACTIVE WASTES-WASTEWATER	HR	1	1080
			606	0
	<u>Total:</u>			<u>292,742,100</u>

## APPENDIX G:

### Leon County Wildfire Risk Summary Report for Leon County (2014)

# SOUTHERN WILDFIRE RISK ASSESSMENT SUMMARY REPORT

*Leon County*



Report was generated using  
[www.SouthernWildfireRisk.com](http://www.SouthernWildfireRisk.com)

Report version: 3.0

Report generated: 8/12/2014

# Table of Contents

Table of Contents.....	3
Disclaimer.....	4
Introduction .....	5
Products.....	7
Wildland Urban Interface.....	8
WUI Risk Index .....	13
Community Protection Zones .....	16
Burn Probability .....	19
Wildfire Behavior Outputs .....	23
Characteristic Rate of Spread .....	25
Characteristic Flame Length .....	28
Characteristic Fire Intensity Scale .....	31
Fire Type - Extreme .....	35
Surface Fuels .....	39
Dozer Operability Rating.....	47
References .....	50

## Disclaimer

Southern Group of State Foresters makes no warranties or guarantees, either expressed or implied as to the completeness, accuracy, or correctness of the data portrayed in this product nor accepts any liability, arising from any incorrect, incomplete or misleading information contained therein. All information, data and databases are provided "As Is" with no warranty, expressed or implied, including but not limited to, fitness for a particular purpose.

Users should also note that property boundaries included in any product do not represent an on- the-ground survey suitable for legal, engineering, or surveying purposes. They represent only the approximate relative locations.



## Introduction

Welcome to the Southern Wildfire Risk Assessment Summary Report.

This tool allows users of the Professional Viewer application of the Southern Wildfire Risk Assessment (SWRA) web Portal (SouthWRAP) to define a specific project area and summarize wildfire related information for this area. A detailed risk summary report is generated using a set of predefined map products developed by the Southern Wildfire Risk Assessment project which have been summarized explicitly for the user defined project area. The report is generated in MS WORD format.

The report has been designed so that information from the report can easily be copied and pasted into other specific plans, reports, or documents depending on user needs. Examples include, but are not limited to, Community Wildfire Protection Plans, Local Fire Plans, Fuels Mitigation Plans, Hazard Mitigation Plans, Homeowner Association Risk Assessments, and Forest Management or Stewardship Plans. Formats and standards for these types of reports vary from state to state across the South, and accordingly SouthWRAP provides the SWRA information in a generic risk report format to facilitate use in any type of external document. The SouthWRAP Risk Summary Report also stands alone as a viable depiction of current wildfire risk conditions for the user defined project area.

SouthWRAP provides a consistent, comparable set of scientific results to be used as a foundation for wildfire mitigation and prevention planning in the South.

Results of the assessment can be used to help prioritize areas in the state where mitigation treatments, community interaction and education, or tactical analyses might be necessary to reduce risk from wildfires.

The SouthWRAP products included in this report are designed to provide the information needed to support the following key priorities:

- Identify areas that are most prone to wildfire
- Identify areas that may require additional tactical planning, specifically related to mitigation projects and Community Wildfire Protection Planning
- Provide the information necessary to justify resource, budget and funding requests
- Allow agencies to work together to better define priorities and improve emergency response, particularly across jurisdictional boundaries
- Define wildland communities and identify the risk to those communities
- Increase communication and outreach with local residents and the public to create awareness and address community priorities and needs
- Plan for response and suppression resource needs
- Plan and prioritize hazardous fuel treatment programs

To learn more about the SWRA project or to create a custom summary report, go to [www.SouthWildfireRisk.com](http://www.SouthWildfireRisk.com).

## Products

Each product in this report is accompanied by a general description, table, chart and/or map. A list of available SouthWRAP products in this report is provided in the following table.

SouthWRAP Product	Description
<b>Wildland Urban Interface (WUI)</b>	Depicts where humans and their structures meet or intermix with wildland fuel
<b>WUI Risk Index</b>	Represents a rating of the potential impact of a wildfire on people and their homes
<b>Community Protection Zones</b>	Represents those areas designated as primary and secondary priorities for community protection planning
<b>Burn Probability</b>	Probability of an area burning given current landscape conditions, percentile weather, historical ignition patterns and historical fire prevention and suppression efforts
<b>Wildfire Ignition Density</b>	Likelihood of a wildfire starting based on historical ignition patterns
<b>Characteristic Rate of Spread</b>	Represents the speed with which a fire moves in a horizontal direction across the landscape
<b>Characteristic Flame Length</b>	Represents the distance between the tip and base of the flame
<b>Fire intensity Scale</b>	Quantifies the potential fire intensity for an area by orders of magnitude
<b>Fire Type – Extreme</b>	Represents the potential fire type (surface or canopy) under extreme percentile weather conditions
<b>Surface Fuels</b>	Contains the parameters needed to compute surface fire behavior characteristics
<b>Dozer Operability Rating</b>	Level of difficulty to operate a dozer in an area based on limitations associated with slope and vegetation type

## Wildland Urban Interface

### Description

The South is one of the fastest growing regions in the nation, with an estimated population growth of 1.5 million people per year. The South also consistently has the highest number of wildfires per year. Population growth is pushing housing developments further into natural and forested areas where most of these wildfires occur. This situation puts many lives and communities at risk each year.



In particular, the expansion of residential development from urban centers out into rural landscapes, increases the potential for wildland fire threat to public safety and the potential for damage to forest resources and dependent industries. This increase in population across the region will impact counties and communities that are located within the Wildland Urban Interface (WUI). The

WUI is described as the area where structures and other human improvements meet and intermingle with undeveloped wildland or vegetative fuels. Population growth within the WUI substantially increases the risk from wildfire.

For the **Leon County** project area, it is estimated that **264,807** people or **94 percent** of the total project area population (281,779) live within the WUI.



**The Wildland Urban Interface (WUI) layer reflects housing density depicting where humans and their structures meet or intermix with wildland fuels.**

WUI housing density is categorized based on the standard Federal Register and U.S. Forest Service SILVIS data set categories, long considered a de facto standard for depicting WUI. However, in the SWRA WUI data the number of housing density categories is extended to provide a better gradation of housing distribution to meet specific requirements for fire protection planning activities. While units of the actual data set are in *houses per sq. km.*, the data is presented as the *number of houses per acre* to aid with interpretation and use by fire planners in the South.

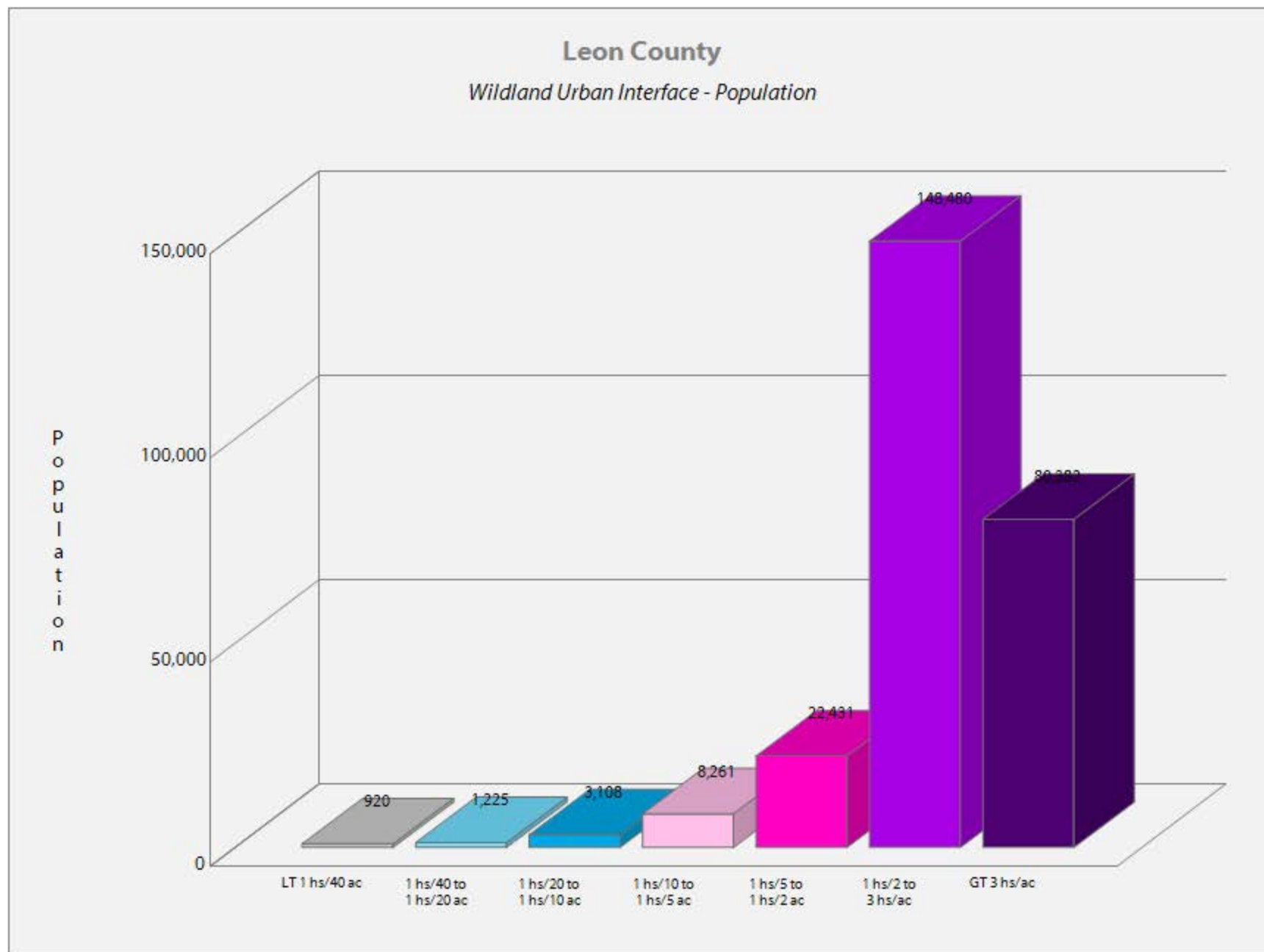
In the past, conventional wildland urban interface data sets, such as USFS SILVIS, have been used to reflect these concerns. However, USFS SILVIS and other existing data sources do not provide the level of detail for defining population living in the wildland as needed by Southern state WUI specialists and local fire protection agencies.

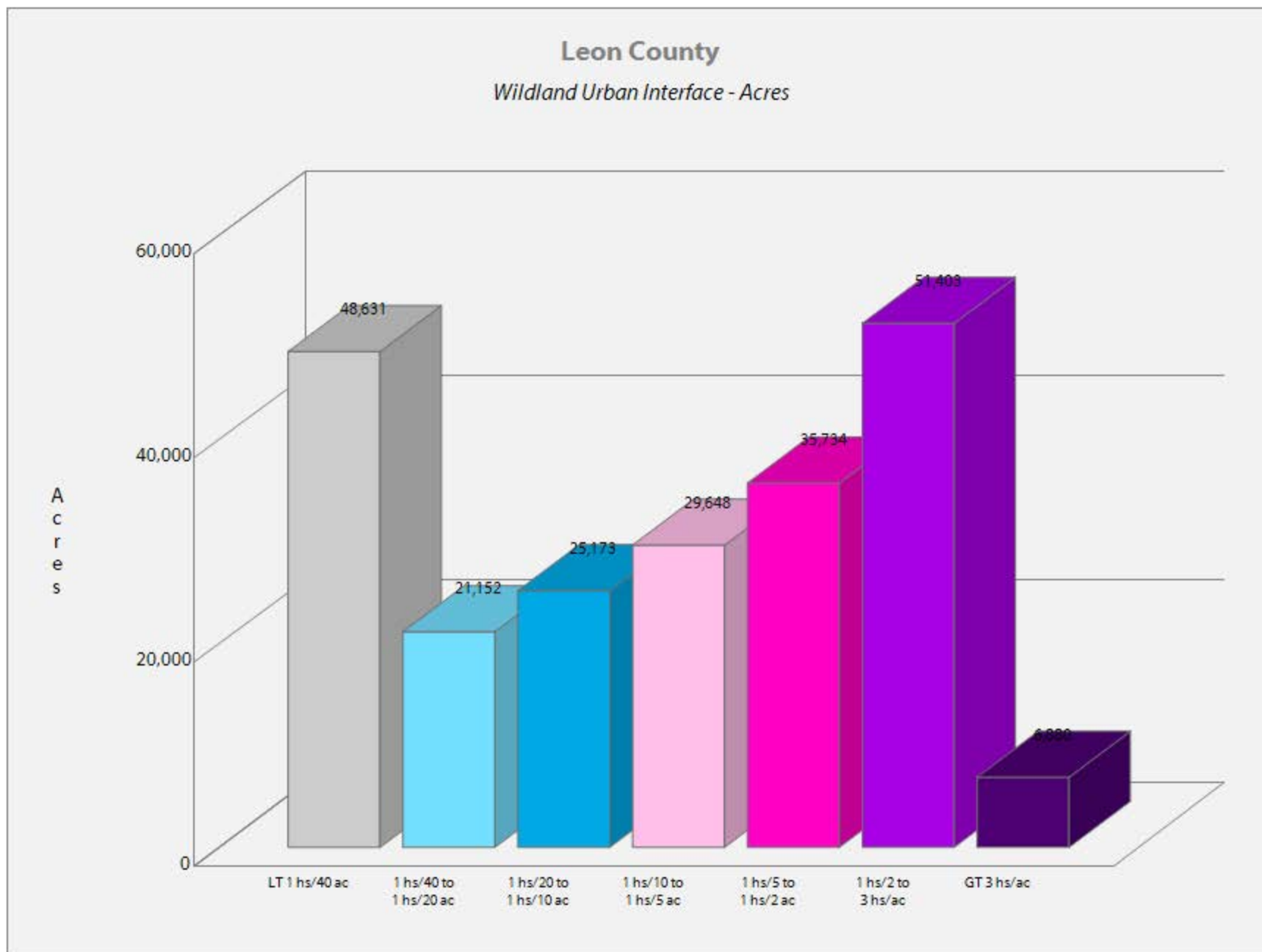
The new SWRA WUI 2012 dataset is derived using advanced modeling techniques based on the SWRA Where People Live (housing density) dataset and 2012 LandScan population count data available from the Department of Homeland Security, HSIP Freedom Data Set. WUI is simply a subset of the Where People Live dataset. The primary difference between the WPL and WUI is that populated areas surrounded by sufficient non-burnable areas (i.e. interior urban areas) are removed from the Where People Live data set, as these areas are not expected to be directly impacted by a wildfire. Simply put, the SWRA WUI is the SWRA WPL data with the urban core areas removed.

Data is modeled at a 30-meter cell resolution, which is consistent with other SWRA layers. The following table shows the total population for each WUI area within the project area.

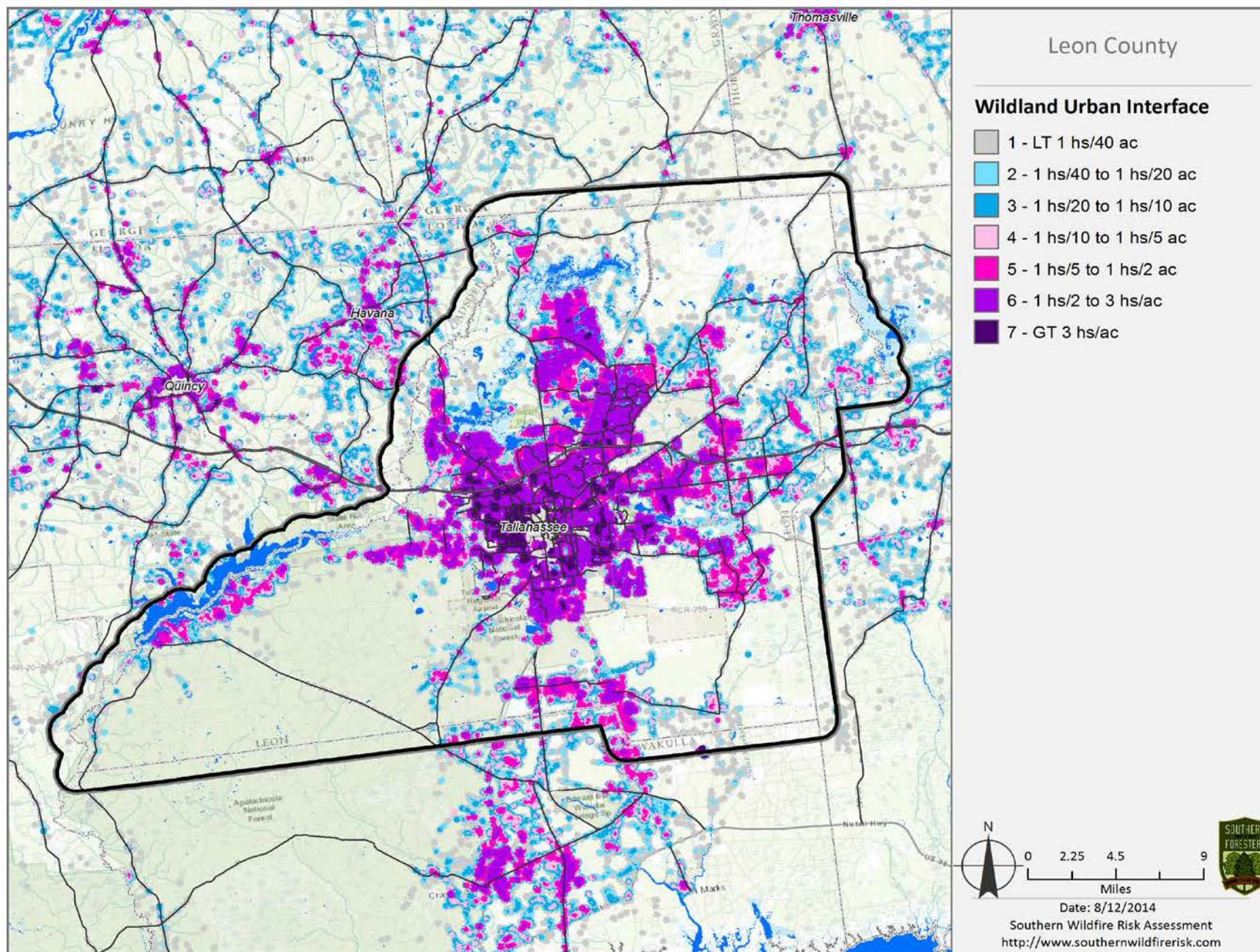
WUI – Population and Acres

	Housing Density	WUI Population	Percent of WUI Population	WUI Acres	Percent of WUI Acres
	LT 1hs/40ac	920	0.3%	48,631	22.2%
	1hs/40ac to 1hs/20ac	1,225	0.5%	21,152	9.7%
	1hs/20ac to 1hs/10ac	3,108	1.2%	25,173	11.5%
	1hs/10ac to 1hs/5ac	8,261	3.1%	29,648	13.6%
	1hs/5ac to 1hs/2ac	22,431	8.5%	35,734	16.3%
	1hs/2ac to 3hs/1ac	148,480	56.1%	51,403	23.5%
	GT 3hs/1ac	80,382	30.4%	6,880	3.1%
	<b>Total</b>	<b>264,807</b>	<b>100.0%</b>	<b>218,621</b>	<b>100.0%</b>











## WUI Risk Index

### Description

The **Wildland Urban Interface (WUI) Risk Index layer is a rating of the potential impact of a wildfire on people and their homes.** The key input, WUI, reflects housing density (houses per acre) consistent with Federal Register National standards. The location of people living in the Wildland Urban Interface and rural areas is key information for defining potential wildfire impacts to people and homes.

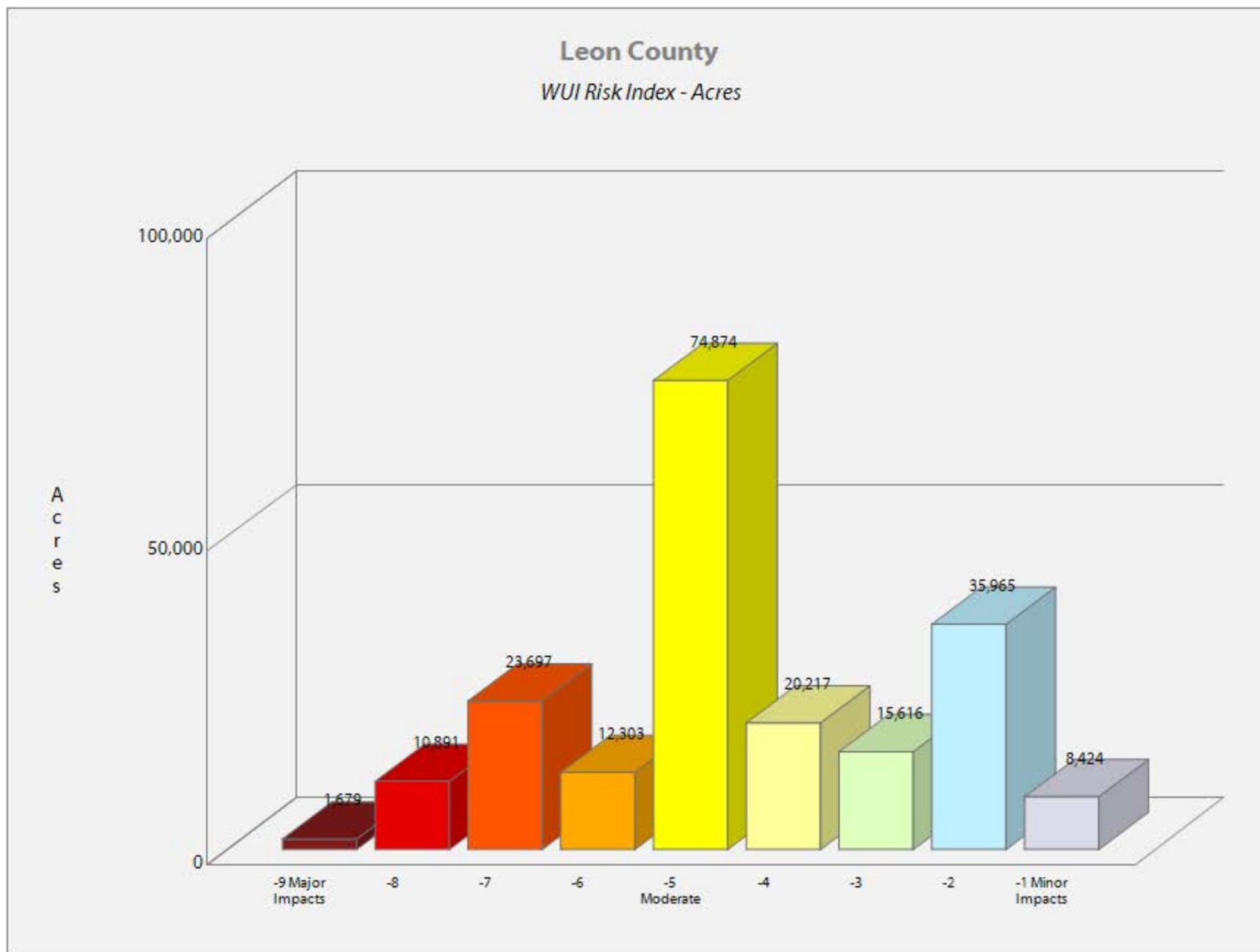
The WUI Risk Rating is derived using a Response Function modeling approach. Response functions are a method of assigning a net change in the value to a *resource* or *asset* based on susceptibility to fire at different intensity levels, such as flame length. The range of values is from -1 to -9, with -1 representing the least negative impact and -9 representing the most negative impact. For example, areas with high housing density and high flame lengths are rated -9 while areas with low housing density and low flame lengths are rated -1.

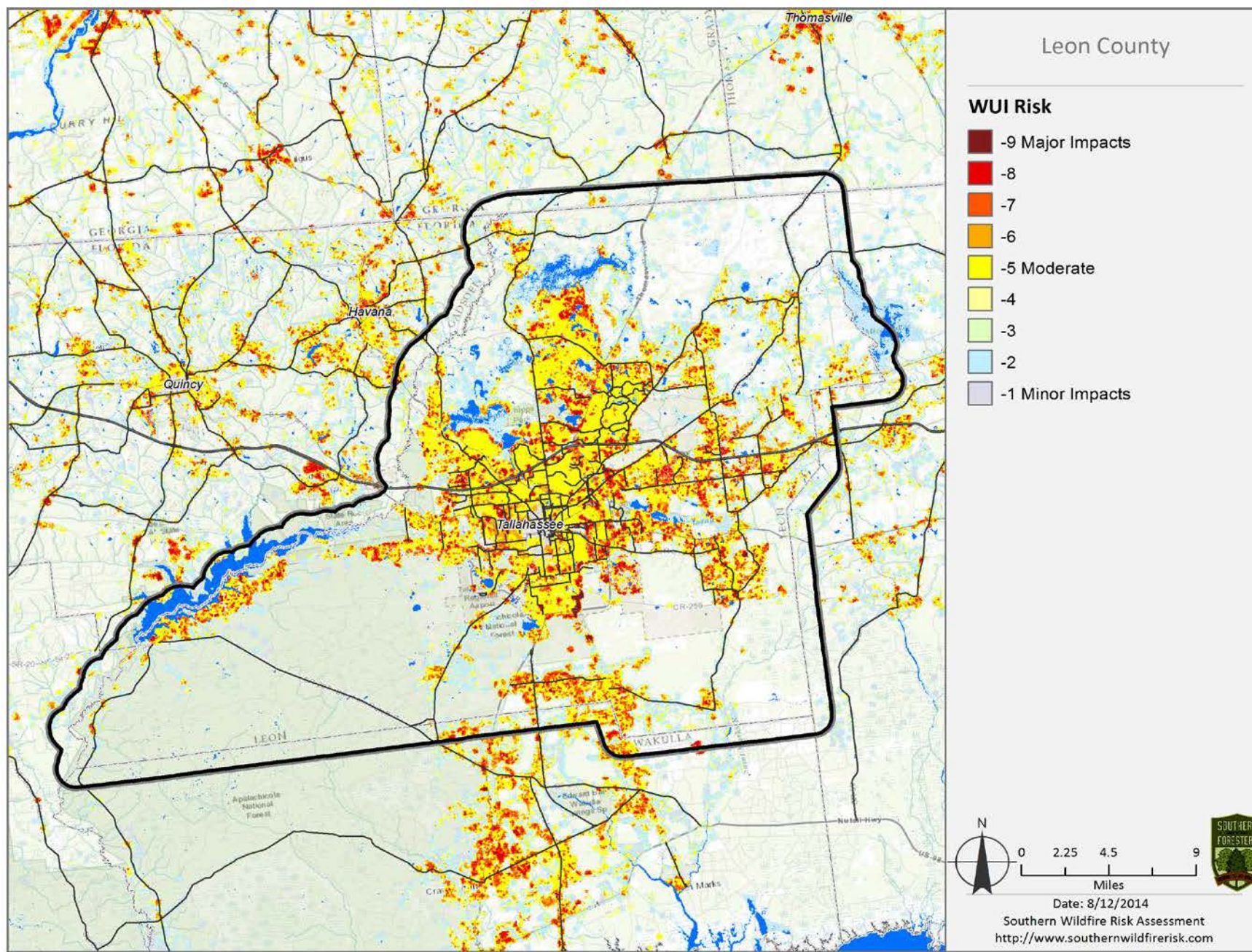
To calculate the WUI Risk Rating, the WUI housing density data was combined with Flame Length data and response functions were defined to represent potential impacts. The response functions

were defined by a team of experts based on values defined by the SWRA Update Project technical team. By combining flame length with the WUI housing density data, you can determine where the greatest potential impact to homes and people is likely to occur.

Fire intensity data is modeled to incorporate penetration into urban fringe areas so that outputs better reflect real world conditions for fire spread and impact in fringe urban interface areas. With this enhancement, houses in urban areas adjacent to wildland fuels are incorporated into the WUI risk modeling. All areas in the South have the WUI Risk Index calculated consistently, which allows for comparison and ordination of areas across the entire region. Data is modeled at a 30-meter cell resolution, which is consistent with other SWRA layers.

	Class	Acres	Percent
	-9 Major Impacts	1,679	0.8%
	-8	10,891	5.3%
	-7	23,697	11.6%
	-6	12,303	6.0%
	-5 Moderate	74,874	36.8%
	-4	20,217	9.9%
	-3	15,616	7.7%
	-2	35,965	17.7%
	-1 Minor Impacts	8,424	4.1%
Total		203,666	100.0%







# Community Protection Zones

## Description

**Community Protection Zones (CPZ) represent those areas considered highest priority for mitigation planning activities.** CPZs are based on an analysis of the Where People Live housing density data and surrounding fire behavior potential. Rate of Spread data is used to determine the areas of concern around populated areas that are within a 2-hour fire spread distance. This is referred to as the Secondary CPZ.

General consensus among fire planners is that for fuel mitigation treatments to be effective in reducing wildfire hazard, they must be conducted within a close distance of a community. In the South, the WUI housing density has been used to reflect populated areas in place of community boundaries (Primary CPZ). This ensures that CPZs reflect where people are living in the wildland, not jurisdictional boundaries.

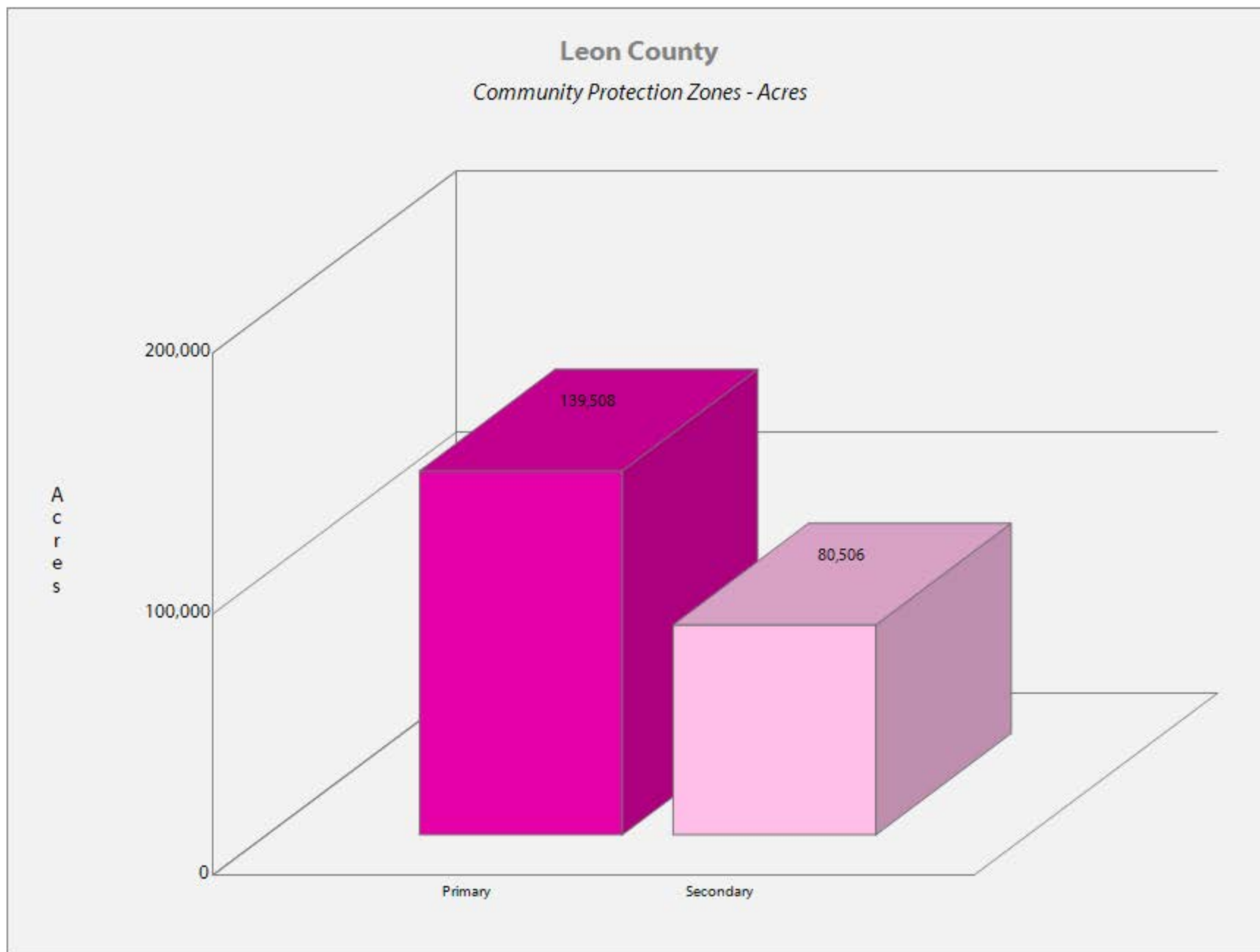
Secondary CPZs represent a variable width buffer around populated areas that are within a 2-hour fire spread distance. Accordingly, CPZs will extend farther in areas where rates of spread are greater and less in areas where minimal rate of spread potential exists. Secondary CPZ boundaries inherently incorporate fire behavior conditions.

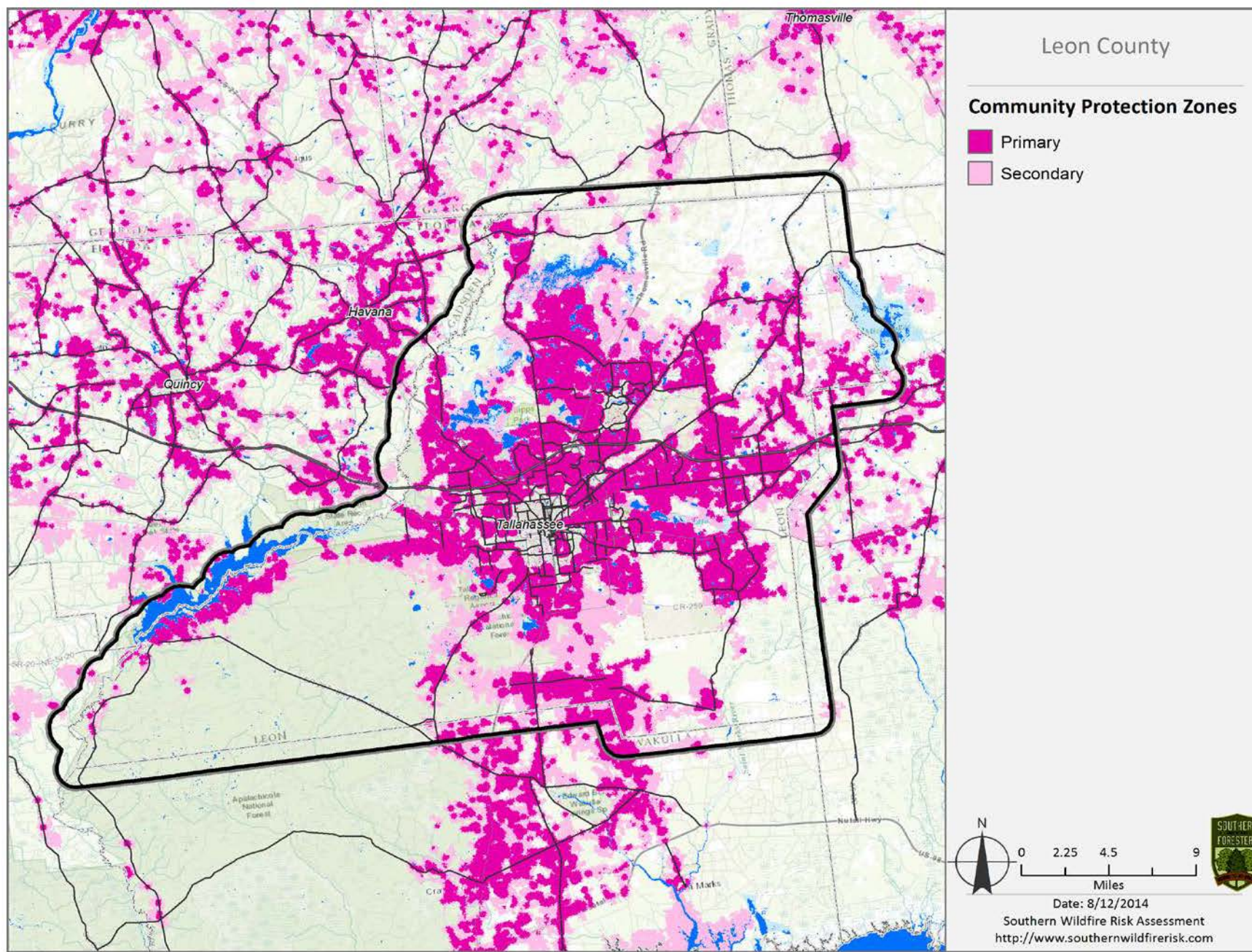
Primary CPZs reflect areas with a predefined housing density, such as greater than 1 house per 20 acres. Secondary CPZs are the areas around Primary CPZs within a 2 hour fire spread distance.

All areas in the South have the CPZs calculated consistently, which allows for comparison and ordination of areas across the entire region. Data is modeled at a 30-meter cell resolution, which is consistent with other SWRA layers.

Community Protection Zones - Acres

	Class	Acres	Percent
	Primary	139,508	63.4%
	Secondary	80,506	36.6%
	<b>Total</b>	<b>220,013</b>	<b>100.0%</b>





# Burn Probability

## Description

**The Burn Probability (BP) layer depicts the probability of an area burning given current landscape conditions, percentile weather, historical ignition patterns and historical fire prevention and suppression efforts.**

Describe in more detail, it is the tendency of any given pixel to burn, given the static landscape conditions depicted by the LANDFIRE Refresh 2008 dataset (as resampled by FPA), contemporary weather and ignition patterns, as well as contemporary fire management policies (entailing considerable fire prevention and suppression efforts).

The BP data does not, and is not intended to, depict fire-return intervals of any vintage, nor do they indicate likely fire footprints or routes of travel. Nothing about the expected shape or size of any actual fire incident can be interpreted from the burn probabilities. Instead, the BP data, in conjunction with the Fire Program Analysts FIL layers, are intended to support an actuarial approach to quantitative wildfire risk analysis (e.g., see Thompson et al. 2011).

Values in the Burn Probability (BP) data layer indicate, for each pixel, the number of times that cell was burned by an FSim-modeled fire, divided by the total number of annual weather scenarios simulated. Burn probability raster data was generated using the large fire simulator - FSim - developed for use in the Fire Program Analysis (FPA) project. FSim uses historical weather data and current landcover data for discrete geographical areas (Fire Planning Units - FPU) and simulates fires in these FPU. Using these simulated fires, an overall burn probability and marginal burn probabilities at four fire intensities (flame lengths) are returned by FSim for each 270m pixel in the FPU.













The fire growth simulations, when run repeatedly with different ignition locations and weather streams, generate burn probabilities and fire behavior distributions at each landscape location (i.e., cell or pixel). Results are objectively evaluated through comparison with historical fire patterns and statistics, including the mean annual burn probability and fire size distribution, for each FPU. This evaluation is part of the FSim calibration process for each FPU, whereby simulation inputs are adjusted until the slopes of the historical and modeled fire size distributions are similar and the modeled average burn probability falls within an acceptable range of the historical reference value (i.e., the 95% confidence interval for the mean).

Please refer to the metadata available for this dataset for a detailed description of the data processing methods, assumptions and references that pertain to the development of this data. This information is available from the USFS Missoula Fire Sciences Laboratory.

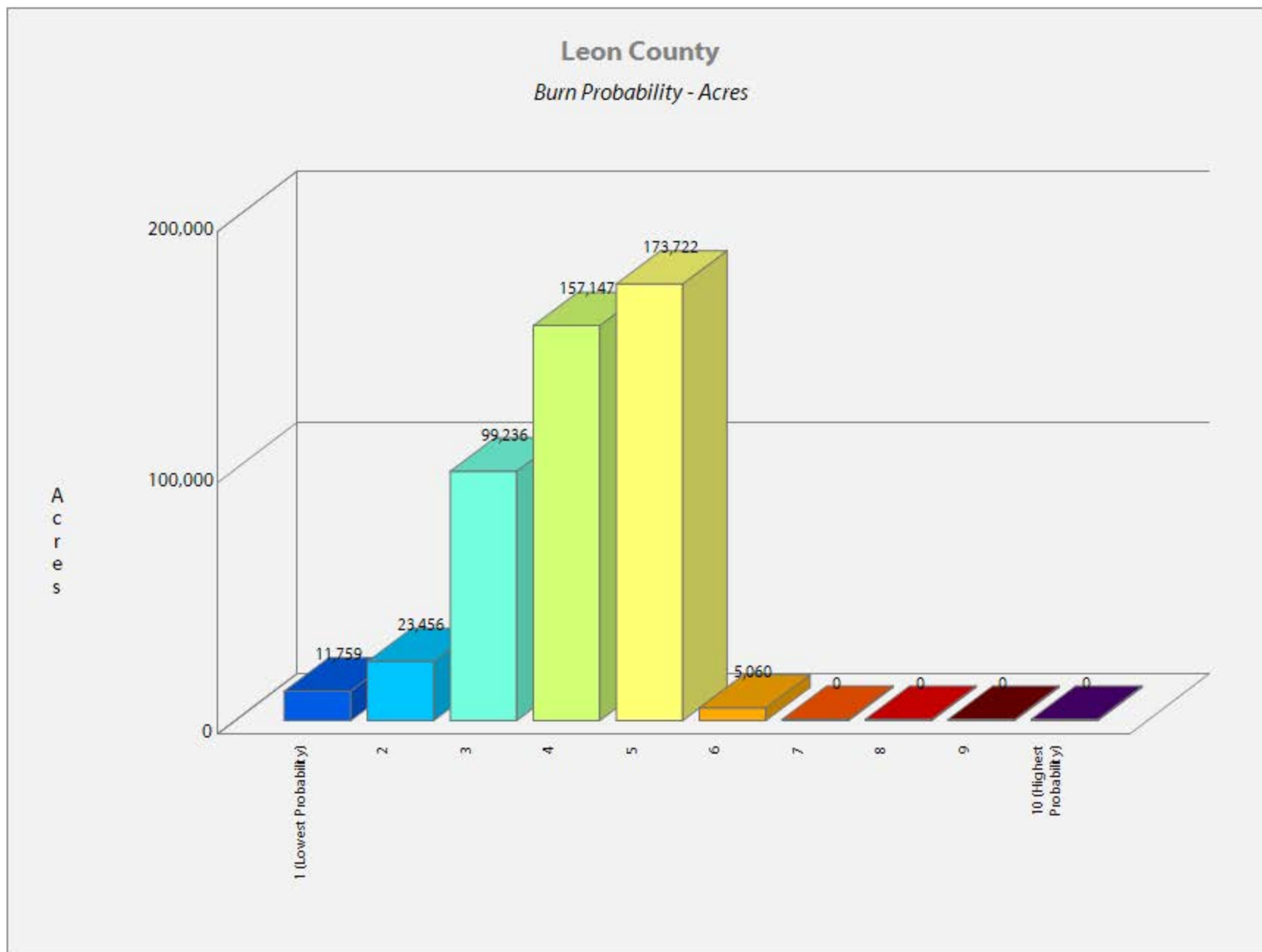
Please refer to the web site link in the report References to obtain more detailed descriptions of FPA and the related data products such as Burn Probability.

Burn Probability replaces the Wildland Fire Susceptibility Index (WFSI) layer developed in the original SWRA project completed in 2005.

Burn Probability - Acres

	Class	Acres	Percent
	1	11,759	2.5%
	2	23,456	5.0%
	3	99,236	21.1%
	4	157,147	33.4%
	5	173,722	36.9%
	6	5,060	1.1%
	7	0	0.0%
	8	0	0.0%
	9	0	0.0%
	10	0	0.0%
<b>Total</b>		<b>470,380</b>	<b>100.0%</b>







# Wildfire Behavior Outputs

## Description

Fire behavior is the manner in which a fire reacts to the following environmental influences:

1. Fuels
2. Weather
3. Topography



Fire behavior characteristics are attributes of wildland fire that pertain to its spread, intensity, and growth. Fire behavior characteristics utilized in the Southern Wildfire Risk Assessment (SWRA) include fire type, rate of spread, flame length and fire intensity scale. These metrics are used to determine the potential fire behavior under different weather scenarios. Areas that exhibit moderate to high fire behavior potential can be identified for mitigation treatments, especially if these areas are in close proximity to homes, business, or other assets.

### Fuels

The SWRA includes composition and characteristics for both surface fuels and canopy fuels. Significant increases in fire behavior will be captured if the fire has the potential to transition from a surface fire to a canopy fire.

Fuel datasets required to compute both surface and canopy fire potential include:

- **Surface Fuels**, generally referred to as fire behavior fuel models, provide the input parameters needed to compute surface fire behavior.
- **Canopy Cover** is the horizontal percentage of the ground surface that is covered by tree crowns. It is used to compute wind reduction factors and shading.
- **Canopy Ceiling Height/Stand Height** is the height above the ground of the highest canopy layer where the density of the crown mass within the layer is high enough to support vertical movement of a fire. A good estimate of canopy ceiling height would be the average height of the dominant and co-dominant trees in a stand. It is used for computing wind reduction to midflame height and spotting distances from torching trees (Fire Program Solutions, L.L.C, 2005).
- **Canopy Base Height** is the lowest height above the ground above which there is sufficient canopy fuel to propagate fire vertically (Scott & Reinhardt, 2001). Canopy base height is a property of a plot, stand, or group of trees, not of an individual tree. For fire modeling, canopy base height is an effective value that incorporates ladder fuel, such as tall shrubs and small trees. Canopy base height is used to determine if a surface fire will transition to a canopy fire.
- **Canopy Bulk Density** is the mass of available canopy fuel per unit canopy volume (Scott & Reinhardt, 2001). Canopy bulk density is a bulk property of a stand, plot, or group of

trees, not of an individual tree. Canopy bulk density is used to predict whether an active crown fire is possible.

### **Weather**

Environmental weather parameters needed to compute fire behavior characteristics include 1-hour, 10-hour, and 100-hour timelag fuel moistures, herbaceous fuel moisture, woody fuel moisture, and the 20-foot 10 minute average wind speed. To collect this information, weather influence zones were established across the region. A weather influence zone is an area where for analysis purposes the weather on any given day is considered uniform. Within each weather influence zone, historical daily weather is gathered to compile a weather dataset from which four percentile weather categories are created. The percentile weather categories are intended to represent low, moderate, high, and extreme fire weather days. Fire behavior outputs are computed for each percentile weather category to determine fire potential under different weather scenarios.

The four percentile weather categories include:

- Low Weather Percentile (0 – 15%)
- Moderate Weather Percentile (16 – 90%)
- High Weather Percentile (91 – 97%)
- Extreme Weather Percentile (98 – 100%)

### **Topography**

Topography datasets required to compute fire behavior characteristics are elevation, slope and aspect.

## **FIRE BEHAVIOR CHARACTERISTICS**

Fire behavior characteristics provided in this report include:

- **Characteristic Rate of Spread**
- **Characteristic Flame Length**
- **Characteristic Fire Intensity Scale**
- **Fire Type - Extreme**

## Characteristic Rate of Spread

**Characteristic Rate of Spread is the typical or representative rate of spread of a potential fire based on a weighted average of four percentile weather categories.** Rate of spread is the speed with which a fire moves in a horizontal direction across the landscape, usually expressed in chains per hour (ch/hr) or feet per minute (ft/min). For purposes of the Southern Wildfire Risk Assessment, this measurement represents the maximum rate of spread of the fire front. Rate of Spread is the metric used to derive the Community Protection Zones.

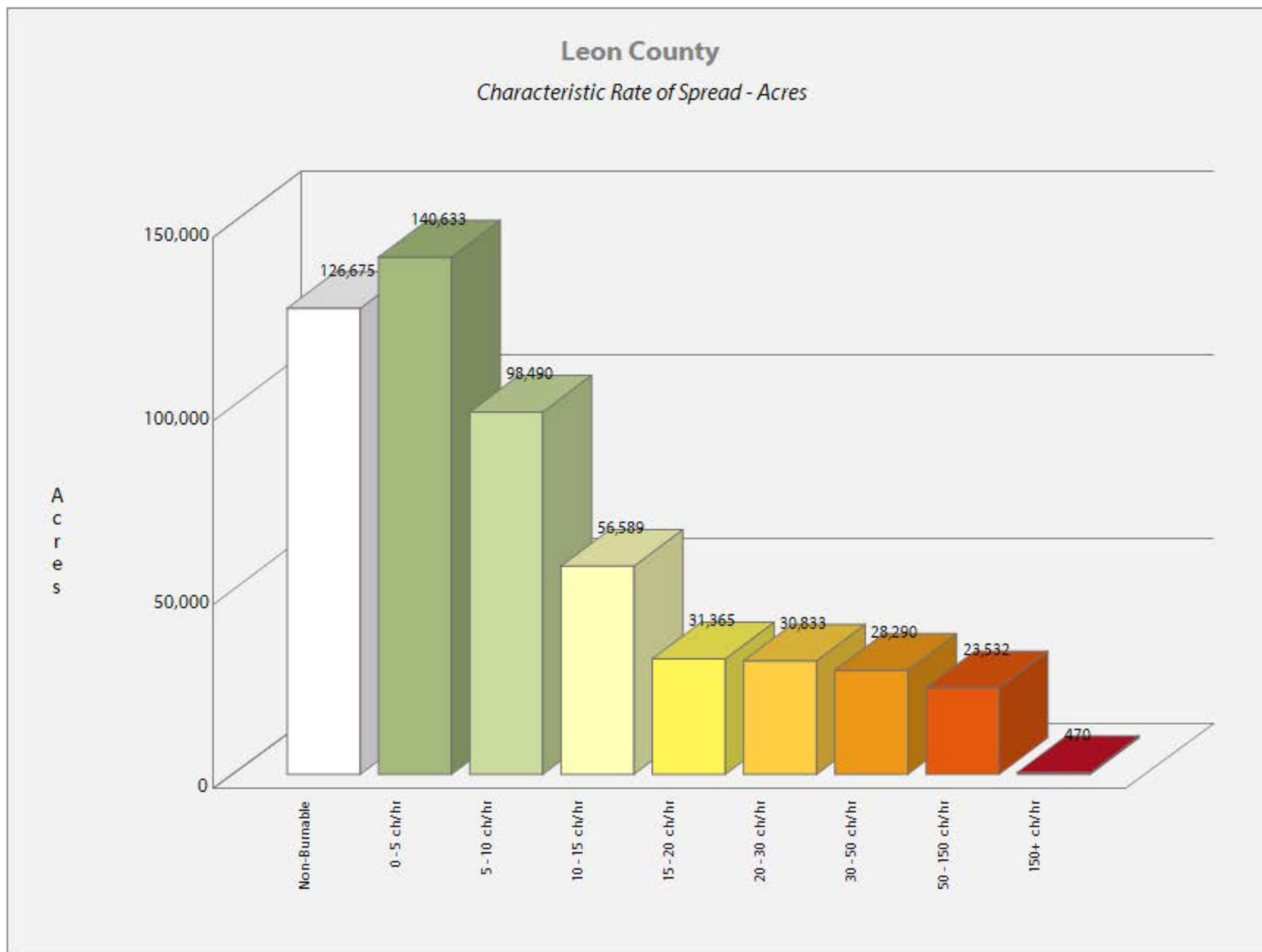
Rate of spread is a fire behavior output, which is influenced by three environmental factors - fuels, weather, and topography. Weather is by far the most dynamic variable as it changes frequently. To account for this variability, four percentile weather categories were

created from historical weather observations to represent low, moderate, high, and extreme weather days for each weather influence zone in the South. A weather influence zone is an area where, for analysis purposes, the weather on any given day is considered uniform.

For all Southern states, except Florida and Texas, this dataset was derived from updated fuels and canopy data as part of the 2010 SWRA Update Project recently completed in May 2014. For Texas, the 2010 Texas risk update data is portrayed. For Florida, the 2010 Florida risk assessment update data is shown.

Characteristic Rate of Spread – Acres

	Rate of Spread	Acres	Percent
	Non-Burnable	126,675	23.6%
	0 - 5 (ch/hr)	140,633	26.2%
	5 - 10 (ch/hr)	98,490	18.3%
	10 – 15 (ch/hr)	56,589	10.5%
	15 - 20 (ch/hr)	31,365	5.8%
	20 - 30 (ch/hr)	30,833	5.7%
	30 - 50 (ch/hr)	28,290	5.3%
	50 - 150 (ch/hr)	23,532	4.4%
	150 + (ch/hr)	470	0.1%
	<b>Total</b>	<b>536,876</b>	<b>100.0%</b>





## Characteristic Flame Length

**Characteristic Flame Length is the typical or representative flame length of a potential fire based on a weighted average of four percentile weather categories.** Flame Length is defined as the distance between the flame tip and the midpoint of the flame depth at the base of the flame, which is generally the ground surface. It is an indicator of fire intensity and is often used to estimate how much heat the fire is generating. Flame length is typically measured in feet (ft). Flame length is the measure of fire intensity used to generate the response index outputs for the SWRA.

Flame length is a fire behavior output, which is influenced by three environmental factors - fuels, weather, and topography. Weather is by far the most dynamic variable as it changes frequently. To account for this variability, four percentile weather categories were

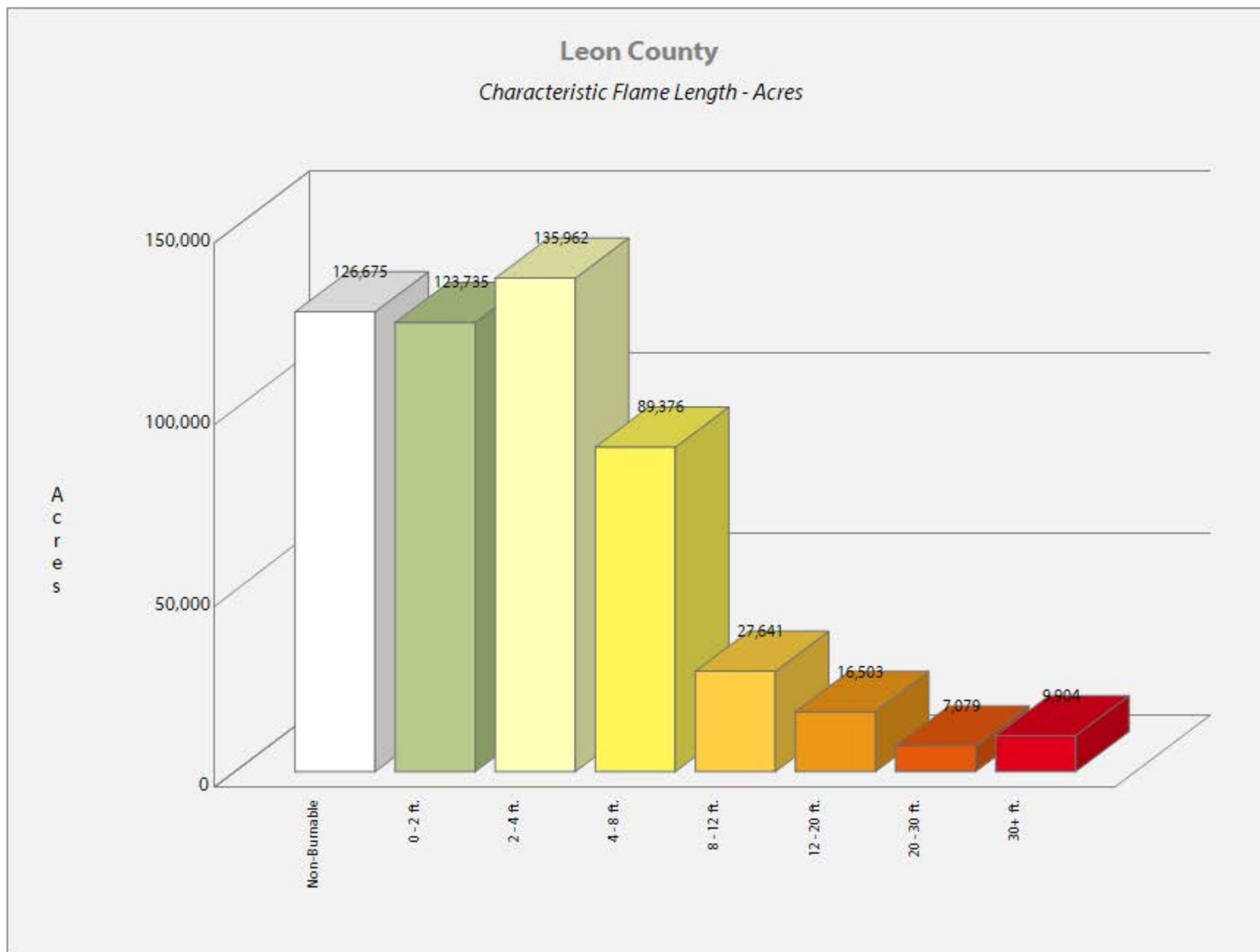
created from historical weather observations to represent low, moderate, high, and extreme weather days for each weather influence zone in the South. A weather influence zone is an area where, for analysis purposes, the weather on any given day is considered uniform.

For all Southern states, except Florida and Texas, this dataset was derived from updated fuels and canopy data as part of the 2010 SWRA Update Project recently completed in May 2014. For Texas, the 2010 Texas risk update data is portrayed. For Florida, the 2010 Florida risk assessment update data is shown.

Characteristic Flame Length – Acres

	Flame Length	Acres	Percent
	Non-Burnable	126,675	23.6%
	0 - 2 ft	123,735	23.0%
	2 - 4 ft	135,962	25.3%
	4 - 8 ft	89,376	16.6%
	8 - 12 ft	27,641	5.1%
	12 - 20 ft	16,503	3.1%
	20 - 30 ft	7,079	1.3%
	30 + ft	9,904	1.8%
<b>Total</b>		<b>536,876</b>	<b>100.0%</b>







## Characteristic Fire Intensity Scale

### Description

**Characteristic Fire Intensity Scale (FIS) specifically identifies areas where significant fuel hazards and associated dangerous fire behavior potential exist based on a weighted average of four percentile weather categories.** Similar to the Richter scale for earthquakes, FIS provides a standard scale to measure potential wildfire intensity. FIS consist of 5 classes where the order of magnitude between classes is ten-fold. The minimum class, Class 1, represents very low wildfire intensities and the maximum class, Class 5, represents very high wildfire intensities. Refer to descriptions below.

**1. Class 1, Very Low:**

Very small, discontinuous flames, usually less than 1 foot in length; very low rate of spread; no spotting. Fires are typically easy to suppress by firefighters with basic training and non-specialized equipment.

**2. Class2, Low:**

Small flames, usually less than two feet long; small amount of very short range spotting possible. Fires are easy to suppress by trained firefighters with protective equipment and specialized tools.

**3. Class 3, Moderate:**

Flames up to 8 feet in length; short-range spotting is possible. Trained firefighters will find these fires difficult to suppress without support from aircraft or engines, but dozer and plows are generally effective. Increasing potential for harm or damage to life and property.

**4. Class 4, High:**

Large Flames, up to 30 feet in length; short-range spotting common; medium range spotting possible. Direct attack by trained firefighters, engines, and dozers is generally ineffective, indirect attack may be effective. Significant potential for harm or damage to life and property.

**5. Class 5, Very High:**

Very large flames up to 150 feet in length; profuse short-range spotting, frequent long-range spotting; strong fire-induced winds. Indirect attack marginally effective at the head of the fire. Great potential for harm or damage to life and property.

For all Southern states, except Texas, this dataset was derived from updated fuels and canopy data as part of the 2010 SWRA Update Project recently completed in May 2014. For Texas, the 2010 Texas risk update data is portrayed.

To aid in viewing on the map, FIS is presented in 1/2 class increments. Please consult the SouthWRAP User Manual for a more detailed description of the FIS class descriptions.

Since all areas in the South have fire intensity scale calculated consistently, it allows for comparison and ordination of areas across the entire region.

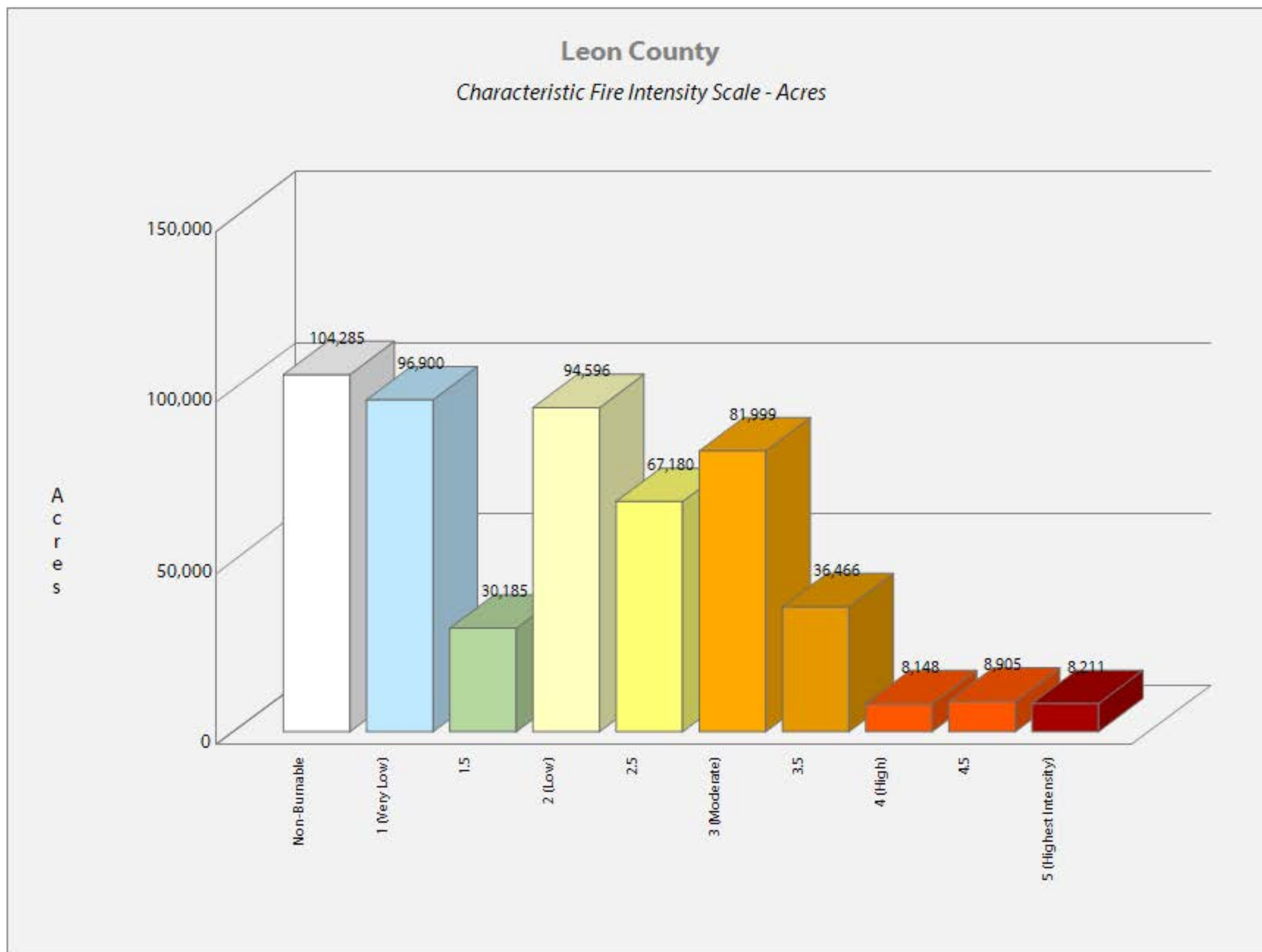
Fire intensity scale is a fire behavior output, which is influenced by three environmental factors - fuels, weather, and topography. Weather is by far the most dynamic variable as it changes frequently. To account for this variability, four percentile weather categories were created from historical weather observations to represent low, moderate, high, and extreme weather days for each weather influence zone in the South. A weather influence zone is

an area where, for analysis purposes, the weather on any given day is considered uniform.

The fire intensity scale map is derived at a 30-meter resolution. This scale of data was chosen to be consistent with the accuracy of the primary surface fuels dataset used in the assessment. While not appropriate for site specific analysis, it is appropriate for regional, county or local planning efforts.

Characteristic Fire Intensity Scale - Acres

	Class	Acres	Percent
	Non-Burnable	104,285	19.4%
	1 Lowest Intensity	96,900	18.0%
	2	30,185	5.6%
	3	94,596	17.6%
	4	67,180	12.5%
	5 Moderate	81,999	15.3%
	6	36,466	6.8%
	7	8,148	1.5%
	8	8,905	1.7%
	9 Highest Intensity	8,211	1.5%
<b>Total</b>		<b>536,876</b>	<b>100.0%</b>





## Fire Type - Extreme

There are two primary fire types – surface fire and canopy fire. Canopy fire can be further subdivided into passive canopy fire and active canopy fire. A short description of each of these is provided below.

### Surface Fire

A fire that spreads through surface fuel without consuming any overlying canopy fuel. Surface fuels include grass, timber litter, shrub/brush, slash and other dead or live vegetation within about 6 feet of the ground.



### Passive Canopy Fire

A type of crown fire in which the crowns of individual trees or small groups of trees burn, but solid flaming in the canopy cannot be maintained except for short periods (Scott & Reinhardt, 2001).



### Active Canopy Fire

A crown fire in which the entire fuel complex (canopy) is involved in flame, but the crowning phase remains dependent on heat released from surface fuel for continued spread (Scott & Reinhardt, 2001).



**Fire Type – Extreme represents the potential fire type under the extreme percentile weather category.** The extreme percentile weather category represents the average weather based on the top three percent fire weather days in the analysis period. It is not intended to represent a worst case scenario weather event. Accordingly, the potential fire type is based on fuel conditions, extreme percentile weather, and topography.

Canopy fires are very dangerous, destructive and difficult to control due to their increased fire intensity. From a planning perspective, it is important to identify where these conditions are likely to occur on the landscape so that special preparedness measure can be taken if necessary. The Fire Type – Extreme layer shows the footprint of where these areas are most likely to occur. However, it is important to note that canopy fires are not restricted to these

areas. Under the right conditions, it can occur in other canopied areas.

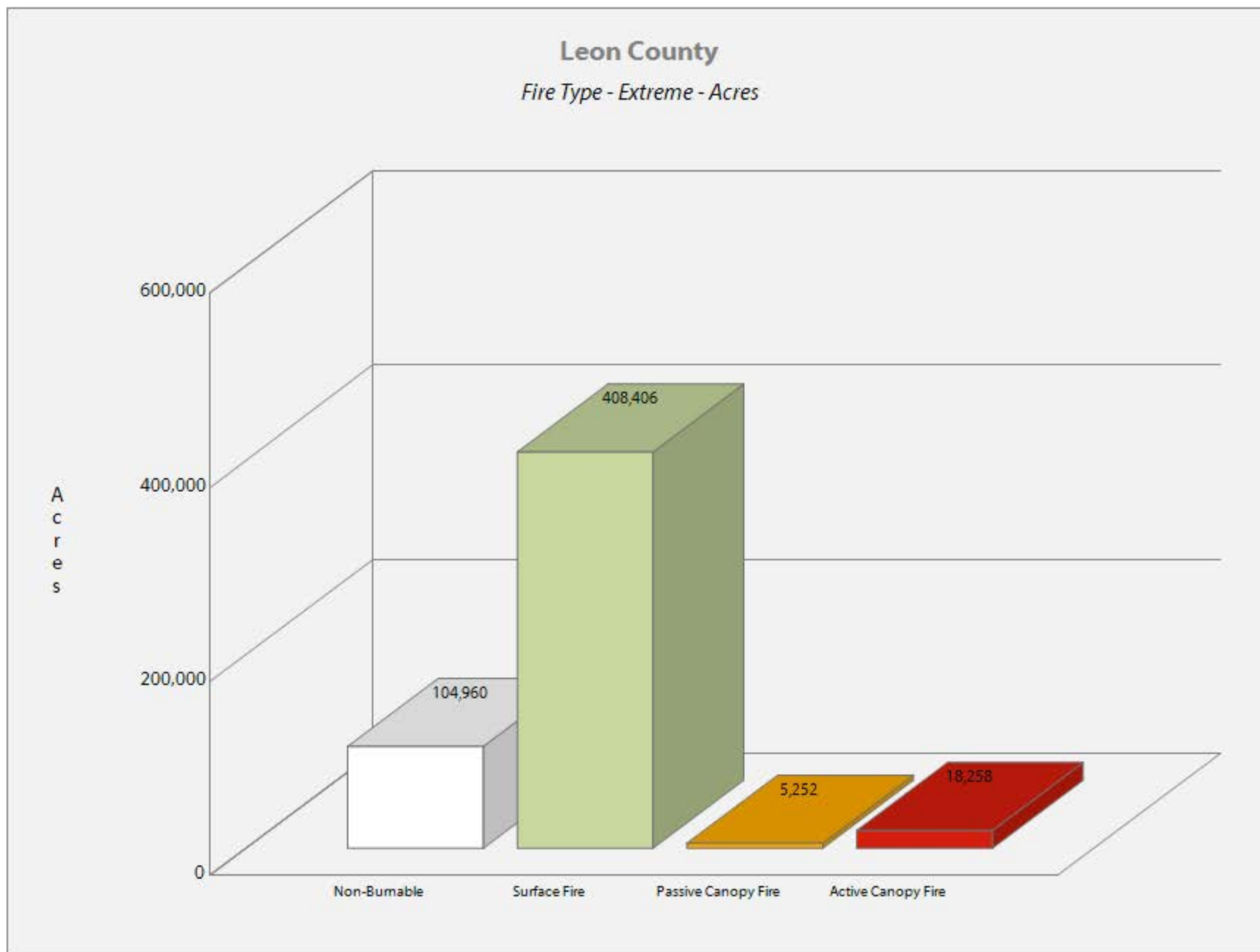
For all Southern states, except Florida and Texas, this dataset was derived from updated fuels and canopy data as part of the 2010 SWRA Update Project recently completed in May 2014. For Texas, the 2010 Texas risk update data is portrayed. For Florida, the 2010 Florida risk assessment update data is shown.

The fire type - extreme map is derived at a 30-meter resolution. This scale of data was chosen to be consistent with the accuracy of the primary surface fuels dataset used in the assessment. While not appropriate for site specific analysis, it is appropriate for regional, county or local planning efforts.

Fire Type (Extreme) - Acres

	Fire Type	Acres	Percent
	Non-Burnable	104,960	19.6%
	Surface Fire	408,406	76.1%
	Passive Canopy	5,252	1.0%
	Active Canopy	18,258	3.4%
	<b>Total</b>	<b>536,876</b>	<b>100.0%</b>







## Surface Fuels

### Description

**Surface fuels, or fire behavior fuel models as they are technically referred to, contain the parameters needed by the Rothermel (1972) surface fire spread model to compute surface fire behavior characteristics, such as rate of spread, flame length, fireline intensity, and other fire behavior metrics.** As the name might suggest, surface fuels only account for the surface fire potential. Canopy fire potential is computed through a separate but linked process. The Southern Wildfire Risk Assessment accounts for both surface and canopy fire potential in the fire behavior outputs.

Surface fuels are typically categorized into one of four primary fuel types based on the primary carrier of the surface fire: 1) grass, 2) shrub/brush, 3) timber litter and 4) slash. There are two standard fire behavior fuel model sets published for use. The Fire Behavior Prediction System 1982 Fuel Model Set (Anderson, 1982) contains 13 fuel models and the Fire Behavior Prediction System 2005 Fuel Model Set (Scott & Burgan, 2005) contains 40 fuel models.

The SWRA Surface Fuels have been updated to use the FBPS 2005 40 fuel model set from the LANDFIRE 2010 products, supplemented with additional enhancements obtained through calibration workshops with the Southern states. Florida uses FBPS 1982 fuel models derived based on spectral classification of Landsat Thematic Mapper (TM) satellite imagery derived as part of the Florida Forest Service fuels mapping and risk assessment projects. Texas fuels represent 2010 updates conducted as part of a statewide fuels and canopy mapping effort.

For the remaining 11 Southern states, the recently completed SWRA Update project produced a new surface fuels dataset based on 2010 LANDFIRE products. A detailed fuels calibration process was undertaken that involved collaboration with Southern state fuels and fire behavior specialists supported by federal partner involvement. Workshops were held to review the LANDFIRE fuels product and calibrate the data by modifying specific fuels classes to better reflect local knowledge and input. A key component of this calibration task involved using image processing techniques to better delineate conifer areas, and in particular pine areas (plantations and natural stands). The fuels layer represents 2010 conditions.

Surface Fuel	FBPS Fuel Model Set	Description	Acres	Percent	
Grass Fuels Type Models (nearly pure grass and/or forb type)					
	GR01	2005	Grass is short, patchy, and possibly heavily grazed. Spread rate moderate; flame length low.	129	0.0%
	GR02	2005	Moderately coarse continuous grass, average depth about 1 foot. Spread rate high; flame length moderate.	293	0.1%
	GR03	2005	Very coarse grass, average depth about 2 feet. Spread rate high; flame length moderate.	123	0.0%
	GR04	2005	Moderately coarse continuous grass, average depth about 2 feet. Spread rate very high; flame length high.	0	0.0%
	GR05	2005	Dense, coarse grass, average depth about 1 to 2 feet. Spread rate very high; flame length high.	2,538	0.5%
	GR06	2005	Dryland grass about 1 to 2 feet tall. Spread rate very high; flame length very high.	0	0.0%
	GR08	2005	Heavy, coarse, continuous grass 3 to 5 feet tall. Spread rate very high; flame length very high.	5	0.0%
	GR09	2005	Very heavy, coarse, continuous grass 5 to 8 feet tall. Spread rate extreme; flame length extreme.	0	0.0%
Grass-Shrub Fuel Type Models (mixture of grass and shrub, up to 50 percent shrub coverage)					
	GS01	2005	Shrubs are about 1 foot high, low grass load. Spread rate moderate; flame length low.	41	0.0%
	GS02	2005	Shrubs are 1 to 3 feet high, moderate grass load. Spread rate high; flame length moderate.	148	0.0%
	GS03	2005	Moderate grass/shrub load, average grass/shrub depth less than 2 feet. Spread rate high; flame length moderate.	62	0.0%
	GS04	2005	Heavy grass/shrub load, depth greater than 2 feet. Spread rate high; flame length very high.	0	0.0%
Shrub Fuel Type Models (Shrubs cover at least 50 percent of the site, grass sparse to nonexistent)					
	SH01	2005	Low shrub fuel load, fuelbed depth about 1 foot; some grass may be present. Spread rate very low; flame length very low.	0	0.0%

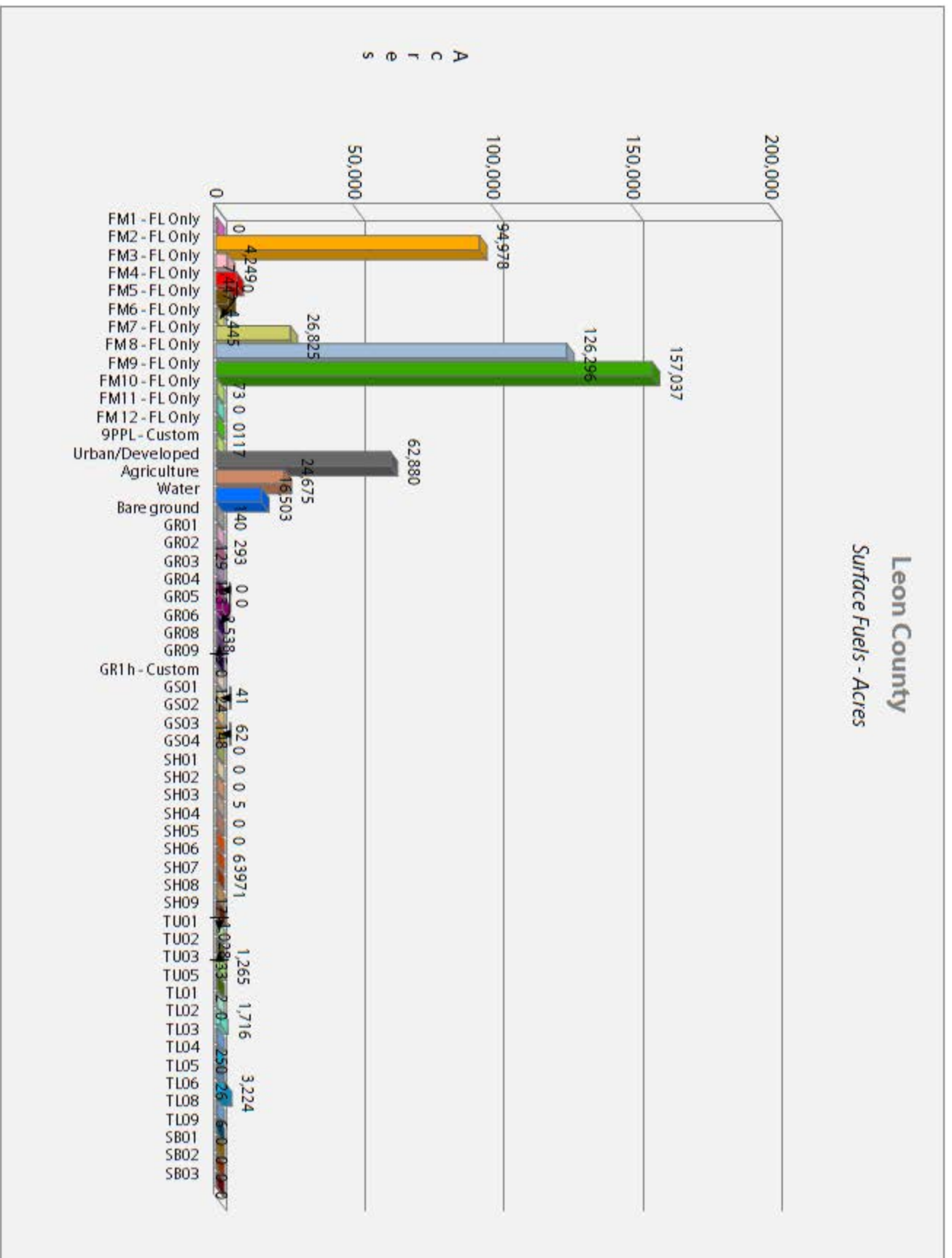
	Surface Fuel	FBPS Fuel Model Set	Description	Acres	Percent
	SH02	2005	Moderate fuel load (higher than SH01), depth about 1 foot, no grass fuel present. Spread rate low; flame length low.	0	0.0%
	SH03	2005	Moderate shrub load, possibly with pine overstory or herbaceous fuel, fuel bed depth 2 to 3 feet. Spread rate low; flame length low.	5	0.0%
	SH04	2005	Low to moderate shrub and litter load, possibly with pine overstory, fuel bed depth about 3 feet. Spread rate high; flame length moderate.	0	0.0%
	SH05	2005	Heavy shrub load, depth 4 to 6 feet. Spread rate very high; flame length very high.	0	0.0%
	SH06	2005	Dense shrubs, little or no herb fuel, depth about 2 feet. Spread rate high; flame length high.	6	0.0%
	SH07	2005	Very heavy shrub load, depth 4 to 6 feet. Spread rate lower than SH05, but flame length similar. Spread rate high; flame length very high.	397	0.1%
	SH08	2005	Dense shrubs, little or no herb fuel, depth about 3 feet. Spread rates high; flame length high.	1	0.0%
	SH09	2005	Dense, finely branched shrubs with significant fine dead fuel, about 4 to 6 feet tall; some herbaceous fuel may be present. Spread rate high, flame length very high.	1,028	0.2%
<b>Timber-Understory Fuel Type Models</b> (Grass or shrubs mixed with litter from forest canopy)					
	TU01	2005	Fuelbed is low load of grass and/or shrub with litter. Spread rate low; flame length low.	17	0.0%
	TU02	2005	Fuelbed is moderate litter load with shrub component. Spread rate moderate; flame length low.	33	0.0%
	TU03	2005	Fuelbed is moderate litter load with grass and shrub components. Spread rate high; flame length moderate.	1,265	0.2%
	TU05	2005	Fuelbed is high load conifer litter with shrub understory. Spread rate moderate; flame length moderate.	2	0.0%
<b>Timber Litter Fuel Type Models</b> (dead and down woody fuel litter beneath a forest canopy)					
	TL01	2005	Light to moderate load, fuels 1 to 2 inches deep. Spread rate very low; flame length very low.	0	0.0%

	Surface Fuel	FBPS Fuel Model Set	Description	Acres	Percent
	TL02	2005	Low load, compact. Spread rate very low; flame length very low.	1,716	0.3%
	TL03	2005	Moderate load conifer litter. Spread rate very low; flame length low.	25	0.0%
	TL04	2005	Moderate load, includes small diameter downed logs. Spread rate low; flame length low.	0	0.0%
	TL05	2005	High load conifer litter; light slash or mortality fuel. Spread rate low; flame length low.	26	0.0%
	TL06	2005	Moderate load, less compact. Spread rate moderate; flame length low.	3,224	0.6%
	TL08	2005	Moderate load and compactness may include small amount of herbaceous load. Spread rate moderate; flame length low.	6	0.0%
	TL09	2005	Very high load broadleaf litter; heavy needle-drape in otherwise sparse shrub layer. Spread rate moderate; flame length moderate.	0	0.0%
<b>Slash-Blowdown Fuel Type Models</b> (activity fuel/slash or debris from wind damage)					
	SB01	2005	Low load activity fuel. Spread rate moderate; flame length low.	0	0.0%
	SB02	2005	Moderate load activity or low load blowdown. Spread rate moderate; flame length moderate.	0	0.0%
	SB03	2005	High load activity fuel or moderate load blowdown. Spread rate high; flame length high.	0	0.0%
<b>Custom Fuel Type Models (all states except Florida)</b>					
	9PPL	Custom	Long-needle (pine litter, plantations) with a high load	117	0.0%
	GR01h	Custom	Pasture and hayland	124	0.0%
<b>Non-burnable Fuel Type Models</b> (insufficient wildland fuel to carry a wildland fire under any condition)					

	Surface Fuel	FBPS Fuel Model Set	Description	Acres	Percent
	NB01	2005	Urban or suburban development; insufficient wildland fuel to carry wildland fire. Includes roads.	62,880	11.7%
	NB03	2005	Agricultural field, maintained in nonburnable condition.	24,675	4.6%
	NB08	2005	Open water	16,503	3.1%
	NB09	2005	Bare ground	140	0.0%
<b>1982 Fire Behavior Prediction System – ONLY USED FOR FLORIDA ASSESSMENT</b>					
	FM 1	1982	Short grass	0	0.0%
	FM 2	1982	Timber grass and understory	94,978	17.7%
	FM 3	1982	Tall grass	4,249	0.8%
	FM 4	1982	Chaparral	7,447	1.4%
	FM 5	1982	Brush	4,445	0.8%
	FM 6	1982	Dormant brush	0	0.0%
	FM 7	1982	Southern rough	26,825	5.0%
	FM 8	1982	Compact timber litter	126,296	23.5%
	FM 9	1982	Hardwood litter	157,037	29.3%
	FM 10	1982	Timber (understory)	73	0.0%

	Surface Fuel	FBPS Fuel Model Set	Description	Acres	Percent
	FM 11	1982	Light logging slash	0	0.0%
	FM 12	1982	Medium logging slash	0	0.0%
				<b>536,876</b>	<b>100.0%</b>







## Dozer Operability Rating

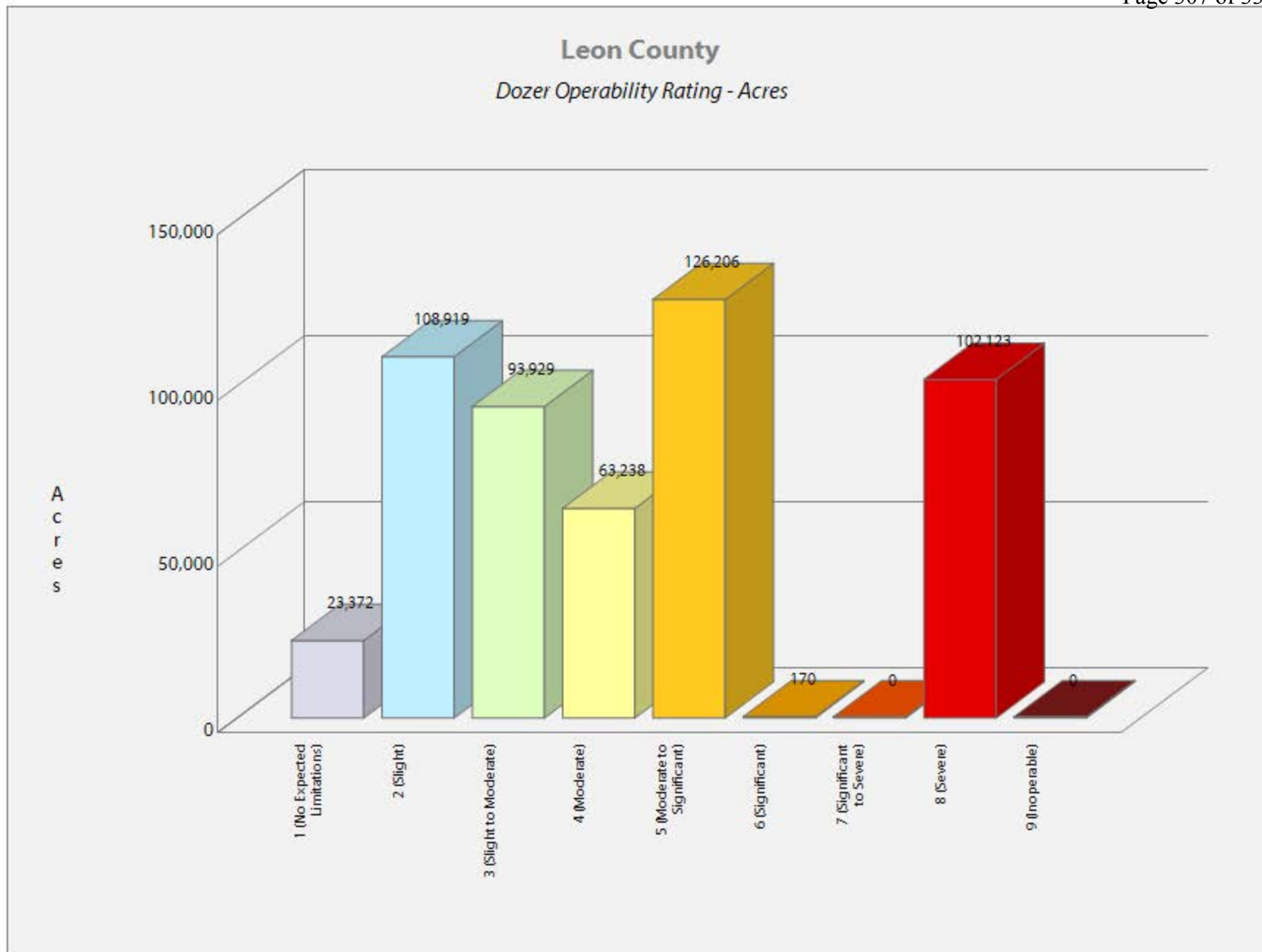
### Description

The Dozer Operability Rating (DOR) expresses how difficult it is to operate a dozer in an area based on limitations associated with slope and vegetation/fuel type. Using the fireline production rates published in the NWCG Fireline Handbook 3 (PMS 410-1) as a guide,

operability values were assigned to a matrix based on 6 slope classes and 10 vegetation/fuels classes. The possible values range from 1 to 9, with 1 representing no limitations and 9 being inoperable.

Dozer Operability Rating - Acres

	Class	Acres	Percent
	1 (No Expected Limitations)	23,372	4.5%
	2 (Slight)	108,919	21.0%
	3 (Slight to Moderate)	93,929	18.1%
	4 (Moderate)	63,238	12.2%
	5 (Moderate to Significant)	126,206	24.4%
	6 (Significant)	170	0.0%
	7 (Significant to Severe)	0	0.0%
	8 (Severe)	102,123	19.7%
	9 (Inoperable)	0	0.0%
	<b>Total</b>	<b>517,956</b>	<b>100.0%</b>





## References

- Anderson, H. E. (1982). Aids to determining fuel models for estimating fire behavior. USDA For. Serv. Gen. Tech. Rep. INT-122.
- Dobson, J. E., E. A. Bright, P. R. Coleman, and B.L. Bhaduri. "LandScan: a global population database for estimating populations at risk. "Remotely Sensed Cities Ed. V. Mesev, London: Taylor & Francis. 2003. 267-281.
- Fire Program Analysis (FPA) System and US Forest Service Missoula Fire Sciences Laboratory, 20140307, Burn Probabilities for the Conterminous US (270-m GRID) from Calibrated FSim Runs for the 2014 FPA Submissions [bp\_20140307];, Fire Program Analysis (FPA) System, National Interagency Fire Center, Boise, ID.
- National Wildfire Coordinating Group (NWCG). (2008). Glossary of Wildland Fire Terminology. Publication Management System document PMS-205.
- Radeloff, V.C., R.B. Hammer, S.I Stewart, J.S. Fried, S.S. Holcomb, and J.F. McKeefry. 2005. The Wildland Urban Interface in the United States. *Ecological Applications* 15: 799-805
- Scott, J. H., & Burgan, R. E. (2005). Standard Fire Behavior Fuel Models: A Comprehensive Set for Use with Rothermel's Surface Fire Spread Model. Ft. Collins, CO, Rocky Mountain Research Station: USDA Forest Service, Gen. Tech. Rpt. RMRS-GTR-153.
- Scott, J. H., & Reinhardt, E. D. (2001). Assessing the Crown Fire Potential by Linking Models of Surface and Crown Fire Behavior. Ft. Collins, CO, Rocky Mountain Research Station: USDA Forest Service, Research Paper RMRS-RP-29.
- Scott, Joe. November 2006. Off the Richter: Magnitude and Intensity Scales for Wildland Fire. A non-published white paper prepared for the AFE Fire Congress, November 2006, San Diego, CA.
- Thompson, M. P., D. E. Calkin, M. A. Finney, A. A. Ager, and J. W. Gilbertson-Day. 2011. Integrated National-Scale Assessment of Wildfire Risk to Human and Ecological Values. *Stochastic Environmental Research and Risk Assessment* 25:761-780.
- More information about the Fire Program Analysis project is available from <http://www.forestsandangelands.gov/WFIT/applications/FPA/index.shtml>
- More information about the Oak Ridge National Laboratory LandScan data is available from [http://web.ornl.gov/sci/landscan/landscan\\_documentation.shtml](http://web.ornl.gov/sci/landscan/landscan_documentation.shtml)

More information about the U.S. Forest Service SILVIS data is available from [http://silvis.forest.wisc.edu/maps/wui\\_main](http://silvis.forest.wisc.edu/maps/wui_main)



## SOUTHERN GROUP OF STATE FORESTERS WILDFIRE RISK ASSESSMENT PORTAL

# APPENDIX H:

## PUBLIC MEETING NOTICE



**PUBLIC MEETING NOTICE  
TALLAHASSEE – LEON COUNTY  
LOCAL MITIGATION STRATEGY**

**THURSDAY, MARCH 12, 2015, 6-8 p.m.**

**LEON COUNTY DEVELOPMENT SUPPORT  
AND ENVIRONMENTAL MANAGEMENT  
2<sup>ND</sup> FLOOR CONFERENCE ROOM  
RENAISSANCE CENTER  
435 N. Macomb Street  
Tallahassee, Florida**

The Tallahassee – Leon County Planning Department, in coordination with the LMS Steering Committee, LMS Working Group, and the LMS Update Subcommittee, has developed a draft copy of the updated 2015 Tallahassee – Leon County Local Mitigation Strategy (LMS) for public review. The LMS is the joint plan that guides hazard mitigation efforts for both Leon County and the City of Tallahassee. It is required under federal and state rules in order to qualify for hazard mitigation funding, and it is also required to be updated every five (5) years.

**A public meeting to present this plan and solicit public input is scheduled for Thursday, March 12, 2015 from 6-8 p.m.** This meeting will be held in the Leon County Development Support and Environmental Management Conference Room on the second floor of the Renaissance Center at 435 N. Macomb Street. The Conference Room will be accessible to the public after business hours from the ground floor parking area on the east side of the Renaissance Center. Building security will be provided until 8 p.m.

Please plan to attend and provide your comments. A copy of this draft plan will be made available online at the Planning Department's website at <http://www.talgov.com/planning/planning-mitstrat-mitstra.aspx>. Comments may be provided via email to the staff person below until April 3, 2015.

Please contact staff at 891-6408 if you have any special requests, questions, or comments.

**Stephen M. Hodges, AICP**

**Senior Planner**

Tallahassee – Leon County Planning Department

Renaissance Center

435 N. Macomb Street

Tallahassee, Florida 32301

850.891.6408 work

850.891.6404 fax

[steven.hodges@talgov.com](mailto:steven.hodges@talgov.com)

*People Focused, Performance Driven*



*Please note that under Florida's Public Records laws, most written communications to or from city and county staff or officials regarding public business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.*

## APPENDIX I:

### Common Invasive Plants of Leon County

## Common Invasive, Exotic Plant Species of Leon County Waterbodies and Wetlands

Invasive, exotic plant species are those plants that invade natural areas that are from somewhere other than Florida, the Southeast, or North America. These plants are undesirable in Leon County's natural areas because they displace native plants and associated wildlife, including endangered species, and can alter natural processes such as fire and water flow <sup>1</sup>. In their natural habitat, predators and competition with other plant species keep them in check. When introduced here, either by accident or purposely, the checks and balances that keep them under control in their native habitat are no longer present and they begin to take over. Many of these plants have become widespread in Florida and Leon County. Approximately 30% of Florida's 4,255 plant species are non-native <sup>2</sup>. A 2011 survey of public lakes and rivers found that 96% contain invasive, exotic plants <sup>3</sup>. The Florida Fish and Wildlife Conservation Commission's (FFWCC) Invasive Plant Management Section spent over \$25 million in the 2010-2011 budget year to control upland and aquatic invasive plants, which is the largest invasive plant management program of its kind in the United States <sup>3,4</sup>.

So, what can we do to help slow the invasion of exotic plant species? The first thing we can do is to learn to identify the invasive, exotic plants that occur in our backyards and local waterways. Once we know what we're dealing with, we can take steps to prevent the spread of these invaders.

### Steps to prevent the spread of invasive, exotic species:

- Do not purchase or plant any invasive, exotic species.
- Remove any existing invasive, exotic species from our own backyards.
- Educate friends and family and help them remove the invaders from their yards.
- Check boat trailers for invasive, exotic hitchhikers and properly dispose of them.

Many of the worst invasive, exotic species are prohibited from being sold at local nurseries but some roadside stands will still sell you a prohibited invader.

Removing invasive, exotic species isn't easy and may take many attempts to completely rid your yard of them. The local County Extension Office can help you determine the best way to eradicate specific invasive, exotic species.

Many aquatic invasive, exotic species hitchhike on boat trailers and can be spread from waterbody to waterbody. When leaving the ramp, check your trailer for any hitchhikers and throw them in the trash can (not back in the water!).



## Identification of Common Invasive, Exotic Plant Species in Leon County Waterbodies and Wetlands

Scientific Name: *Ardisia crenata*

Common Name: Coral Ardisia or Scratchthroat

Habitat: Uplands, Floodplains

Characteristics: Showy fruits; thick, glossy leaves



Scientific Name: *Colocasia esculenta*

Common Name: Wild Taro

Habitat: Wetlands, Lake shores, streambanks

Characteristics: Large arrowhead shaped leaves



Scientific Name: *Eichhornia crassipes*

Common Name: Water Hyacinth

Habitat: Lakes, ponds, streams

Characteristics: Showy flower; floats; forms dense mats



Scientific Name: *Hydrilla verticillata*

Common Name: Hydrilla

Habitat: Lakes, ponds, streams

Characteristics: Dense ribbons of whorled, toothed leaves; mostly under water





Scientific Name: *Ligustrum lucidum*

Common Name: Glossy Privet

Habitat: Uplands

Characteristics: Dark green, glossy leaves; showy, fragrant flowers; purple/black fruits



Scientific Name: *Ligustrum sinense*

Common Name: Chinese Privet

Habitat: Uplands, floodplains

Characteristics: Similar flower and fruit as glossy privet but with smaller, duller leaves



Scientific Name: *Lygodium japonicum*

Common Name: Japanese Climbing Fern

Habitat: Uplands

Characteristics: Viny fern



Scientific Name: *Nandina domestica*

Common Name: Heavenly Bamboo

Habitat: Uplands

Characteristics: Showy flowers and fruits, glossy, divided leaves





Scientific Name: *Panicum repens*

Common Name: Torpedo Grass

Habitat: Lakes, ponds, streams, wetlands

Characteristics: Light green leaves; spreads from shore over water; strong, pointed root leaders



Scientific Name: *Sapium sebiferum*

Common Name: Tallow Tree or Popcorn Tree

Habitat: Uplands, floodplains, lake shores

Characteristics: Showy fall foliage; tear-drop shaped leaf; white fruit



Scientific Name: *Alternanthera philoxeroides*

Common Name: Alligator Weed

Habitat: Lakes, ponds, streams

Characteristics: Fleshy, round stem; white, papery flower head



For more information on invasive, exotic plants, see the following links:

Leon County Cooperative Extension - <http://leon.ifas.ufl.edu/>

Atlas of Florida Vascular Plants -  
<http://www.florida.plantatlas.usf.edu/>

FFWCC's Invasive Plant Management Section -  
<http://www.myfwc.com/wildlifehabitats/invasive-plants>

University of Florida's Center for Aquatic and Invasive Plants -  
<http://plants.ifas.ufl.edu/>

Florida Exotic Pest Plant Council - <http://www.fleppc.org>

Florida Native Plant Society - <http://www.fnps.org>

Florida Invasive Species Partnership -  
<http://www.floridainvasives.org/>

References:

1. Langeland, K.A. 1998. Help Protect Florida's Natural Areas from Non-Native Invasive Plants. Circular 1204. University of Florida, Institute of Food and Agricultural Sciences. Gainesville, Florida.
2. Wunderlin, Richard P., Hansen, Bruce F. 2011. Guide to the Vascular Plants of Florida, Third Edition. University Press of Florida. Gainesville, Florida.
3. Florida Fish and Wildlife Conservation Commission. 2011. Annual Report of Activities Conducted under the Cooperative Aquatic Plant Control Program in Florida Public Waters for Fiscal Year 2010-2011. Tallahassee, Florida.
4. Florida Fish and Wildlife Conservation Commission. 2011. Upland Invasive Exotic Plant Control Projects Fiscal Year 2010-2011. Tallahassee, Florida



## APPENDIX J:

Channeled Apple Snail

## CHANNELED APPLE SNAILS INVADE NUMEROUS FLORIDA WATERS

Article courtesy of:

Dana Denson, Aquatic Biologist  
FL Department of Environmental Protection



Photo courtesy of Katasha Cornwell, FDOT.



Populations of the channeled apple snail (*Pomacea canaliculata* group), a larger relative of the native Florida apple snail (*Pomacea paludosa*), are exploding in many locations across the state. Breeding populations of these snails have been reported in scattered locations in Florida since as early as 1978, but only in the past few years has their range expanded dramatically, and has the numbers of snails occurring in many areas become so very large.

Originating in South America, channeled apple snails (also known as golden apple snails) have become serious agricultural pests in many Asian

countries. In the Philippines, more than half of all rice fields are infested with these pests. Some wetlands in Thailand have become virtually devoid of aquatic vegetation due the aggressive and non-discriminate herbivory of these snails (Carlsson *et al.* 2004).

Populations of channeled apple snails have been reported in Florida, California, Texas, Georgia, Alabama, Hawaii, and Louisiana. In Florida, they pose a potentially serious threat to the ecological health of rivers, lakes, and wetlands, due to their affinity for aquatic plants, their extremely high fecundity (reproductive capability), and their tolerance for a range of environmental conditions.

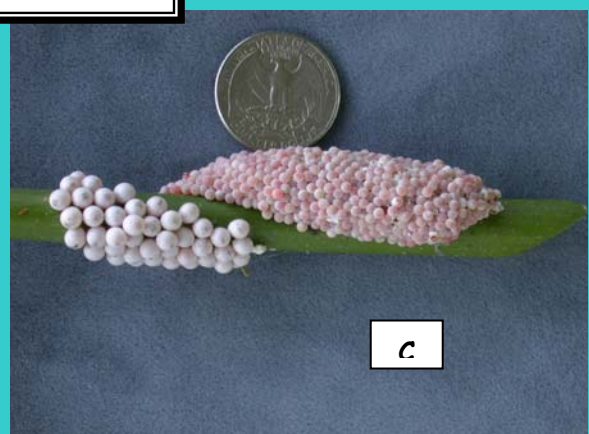
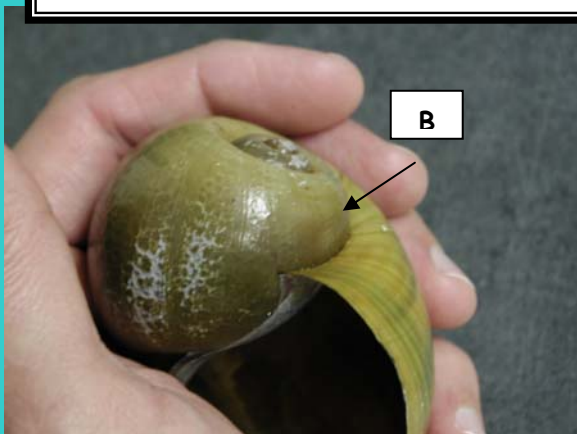


Females lay masses of 100-1200 bright pink (or sometimes green) eggs an average of 1.4 times per week on any type of firm substrate available about 6 to 8 inches above the water line. Egg-laying continues year-round in central and south Florida, though it appears to slow down during the winter. Neonate snails 2mm in length hatch out in about two weeks, drop into the water, and immediately begin feeding on periphyton. At one inch in diameter, they switch to vascular plants.



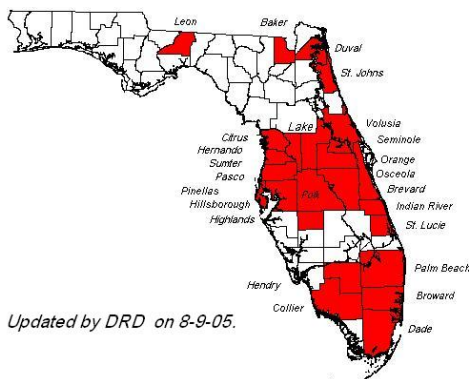
### How do you tell the difference between native and channeled apple snails?

1. adult channeled much larger (A)
2. channeled have deep groove (channel) between whorls of shell (B)
3. eggs are smaller ('grit-sized'), bright pink and much more numerous (C)



In tests, they have been shown to consume almost every submersed aquatic plant species offered. *Unfortunately, they do not appear to prefer hydrilla*, but are more fond of plants like southern naiad, red ludwigia, *Cabomba*, and bladderworts. Young snails may become reproductive as early as 2 to 3 months of age. In Lake Linda in Lake County, they have removed essentially *all* of the aquatic plants present in the lake.

Like native *Pomacea*, channeled apple snails possess both a lung and a gill, as well as a snorkel-like siphon through which they can breathe atmospheric air, at the same time reducing the risk of attack by terrestrial predators. They can resist desiccation by closing their shells using their opercula, as well as by estivating (similar to hibernation) in sediments for up to 5 months. They can tolerate salinity to 8 parts per thousand, and seem unaffected by nutrient enrichment and low oxygen levels.



In Florida, populations are now reported in all central Florida counties, most south Florida counties, Leon County in the panhandle, and near Jacksonville (see map). It is likely that they will spread to many other areas, and perhaps throughout the state.

No effective control measures have yet been found. The use of molluscicides would be

expensive, and would likely have significant negative effects on non-target organisms. Although there are predators which feed on channeled apple snails (snail kites, large herons, large turtles, alligators, and most notably, limpkins), the relative abundance of these predators is eclipsed by



the huge populations of channeled apple snails that have been seen in many locations. The use of water-level manipulations to drown eggs in controlled situations would probably help in reducing egg densities somewhat, but at a rate of one clutch laid every 4 or 5 days, the impact to snail populations would probably be limited. Physical removal projects have been carried out in Seminole County's Lake Brantley, and are being considered in some locations in Osceola County. These will help to reduce snail densities somewhat, but are probably most valuable as educational and media events. The most important step in lessening

their impact and, especially, reducing their spread, is to educate the public about them. School groups, scientific and professional meetings, conservation organizations, and the media are all good outlets for disseminating information. Research aimed at determining the specific effects these snails might have on water quality, endangered species, and ecosystems as a whole are sorely needed.

If you find these channeled apple snails and/or their eggs, or want more information, please contact Johnny Richardson, Water Quality Scientist, Leon County Public Works, at [richardsonjo@leoncountyfl.gov](mailto:richardsonjo@leoncountyfl.gov), or call (850) 606-1500.

**Note: Many people ask whether or not these snails are edible. They are, BUT they are known to carry a parasite called *Angiostrongylus cantonensis* or rat lung worm, which can cause a serious form of meningitis. Consumption is not recommended.**

## FOR MORE INFORMATION:

- Carlsson, N. *et al.* 2004. Invading herbivory: the golden apple snail alters ecosystem functioning in Asian wetlands. *Ecology* 85(6):1575-1590.
- Cowie, R.H. 2004. Ecology of *Pomacea canaliculata*. Global Invasive Species Database. <http://www.issg.org/database/species/ecology.asp?si=135&fr=1&sts=>
- Florida Department of Environmental Protection, Central District website: <http://www.dep.state.fl.us/central/Home/Watershed/Snails.htm>
- Ghesquiere, S. 2003. The apple snail website. [http://www.apple-snail.net/content/species/pomacea\\_canaliculata.htm](http://www.apple-snail.net/content/species/pomacea_canaliculata.htm)
- Howells, R.G. 2003. *Pomacea canaliculata*: Channeled apple snail releases threaten U.S. agriculture and aquatic environments. 5(1):1-9.
- Howells, R.G. and J.W. Smith. Status of the apple snail *Pomacea canaliculata* in the United States, report to The Seventh International Congress on Medical and Applied Malacology (7th ICMAM), Los Baños, Laguna, Philippines
- <http://pestalert.apple-snail.net/conferences/icam07/>
- Mohan, N. 2002. Introduced Species Summary project, Columbia University: Apple snail (*Pomacea canaliculata*). [http://www.columbia.edu/itc/cerc/danoff-burg/invasion\\_bio/inv\\_spp\\_summ/Pomacea\\_canaliculata](http://www.columbia.edu/itc/cerc/danoff-burg/invasion_bio/inv_spp_summ/Pomacea_canaliculata)
- Stange, L.A. 2004. Featured Creatures: Apple snails of Florida. Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Gainesville. [http://creatures.ifas.ufl.edu/misc/gastro/apple\\_snails.htm](http://creatures.ifas.ufl.edu/misc/gastro/apple_snails.htm)
- Warren, G. 2003. Florida applesnail. *Lakewatch Journal*, Volume XXIV, p. 7.
- 2000. "Pilidae" (On-line), Animal Diversity Web. Accessed July 07, 2004 at <http://animaldiversity.ummz.umich.edu/site/accounts/information/Pilidae.html>.

## APPENDIX K:

Thunderstorm Events  
January 1, 2010 – December 31, 2014

COUNTY	LOCATION	BEGIN DATE	EVENT TYPE	MAG-NITUDE	DEATHS DIRECT	INJURIES DIRECT	PROPERTY DAMAGE	CROP DAMAGE	INJURIES INDIRECT	DEATHS INDIRECT	SOURCE	END LOCATION
Leon Co.	Florida State University (FSU)	1/21/2010	Thunderstorm Wind	50	0	0	0	0	0	0	NWS Employee	Florida State University (FSU)
Leon Co.	Winthrop Park	5/28/2010	Thunderstorm Wind	50	0	0	0	0	0	0	NWS Employee	Winthrop Park
Leon Co.	Winthrop Park	5/28/2010	Thunderstorm Wind	50	0	0	0	0	0	0	NWS Employee	Winthrop Park
Leon Co.	Capitola	6/16/2010	Thunderstorm Wind	50	0	0	500	0	0	0	Law Enforcement	Capitola
Leon Co.	Pisgah Church	6/19/2010	Thunderstorm Wind	50	0	0	7500	0	0	0	Law Enforcement	Pisgah Church
Leon Co.	Chaires	6/19/2010	Thunderstorm Wind	50	0	0	7500	0	0	0	Law Enforcement	Chaires
Leon Co.	(TLH)Tallahassee Rgnl Arpt	7/31/2010	Thunderstorm Wind	57	0	0	0	0	0	0	ASOS	(TLH)Tallahassee Rgnl Arpt
Leon Co.	Lake Bradford	8/4/2010	Thunderstorm Wind	50	0	0	500	0	0	0	Law Enforcement	Lake Bradford
Leon Co.	Woodville	8/7/2010	Thunderstorm Wind	50	0	0	1500	0	0	0	Law Enforcement	Woodville
Leon Co.	Lake Ella	4/5/2011	Thunderstorm Wind	50	0	0	1500	0	0	0	NWS Employee	Lake Ella
Leon Co.	Tom Brown Park	4/5/2011	Thunderstorm Wind	55	0	0	5000	0	0	0	NWS Employee	Tom Brown Park
Leon Co.	Winthrop Park	4/28/2011	Thunderstorm Wind	50	0	0	5000	0	0	0	Emergency Manager	Winthrop Park
Leon Co.	Killearn Estates	4/28/2011	Thunderstorm Wind	55	0	0	7000	0	0	0	NWS Storm Survey	Killearn Estates
Leon Co.	Tallahassee Community College	5/13/2011	Thunderstorm Wind	50	0	0	1000	0	0	0	Utility Company	Tallahassee Community College
Leon Co.	Lake Munson	5/13/2011	Thunderstorm Wind	50	0	0	1000	0	0	0	Utility Company	Lake Munson
Leon Co.	Macon Community Park	5/13/2011	Thunderstorm Wind	50	0	0	1000	0	0	0	Utility Company	Macon Community Park
Leon Co.	Tallahassee Mall	5/13/2011	Thunderstorm Wind	50	0	0	2000	0	0	0	Utility Company	Tallahassee Mall
Leon Co.	Levy Park	5/13/2011	Thunderstorm Wind	50	0	0	2000	0	0	0	Utility Company	Levy Park
Leon Co.	Famu Bragg Stadium	5/13/2011	Thunderstorm Wind	50	0	0	1000	0	0	0	Utility Company	Famu Bragg Stadium
Leon Co.	Macon Community Park	5/13/2011	Thunderstorm Wind	50	0	0	1500	0	0	0	Utility Company	Macon Community Park
Leon Co.	Winthrop Park	5/13/2011	Thunderstorm Wind	50	0	0	5000	0	0	0	Utility Company	Winthrop Park
Leon Co.	Indian Head Acres	5/13/2011	Thunderstorm Wind	50	0	0	25000	0	0	0	Utility Company	Indian Head Acres
Leon Co.	Woodville	5/13/2011	Thunderstorm Wind	50	0	0	2000	0	0	0	Utility Company	Woodville



COUNTY	LOCATION	BEGIN DATE	EVENT TYPE	MAG-NITUDE	DEATHS DIRECT	INJURIES DIRECT	PROPERTY DAMAGE	CROP DAMAGE	INJURIES INDIRECT	DEATHS INDIRECT	SOURCE	END LOCATION
Leon Co.	Lake Ella	5/13/2011	Thunderstorm Wind	50	0	0	1000	0	0	0	Utility Company	Lake Ella
Leon Co.	Tallahassee Memorial Hospital	5/13/2011	Thunderstorm Wind	50	0	0	1000	0	0	0	Utility Company	Tallahassee Memorial Hospital
Leon Co.	Indian Head Acres	5/13/2011	Thunderstorm Wind	50	0	0	1000	0	0	0	Utility Company	Indian Head Acres
Leon Co.	Indian Head Acres	5/13/2011	Thunderstorm Wind	50	0	0	100000	0	0	0	Emergency Manager	Indian Head Acres
Leon Co.	Killearn Estates	5/13/2011	Thunderstorm Wind	50	0	0	1000	0	0	0	Utility Company	Killearn Estates
Leon Co.	Winthrop Park	5/13/2011	Thunderstorm Wind	50	0	0	1500	0	0	0	Utility Company	Winthrop Park
Leon Co.	Tallahassee Mall	6/5/2011	Thunderstorm Wind	50	0	0	25000	0	0	0	Utility Company	Tallahassee Mall
Leon Co.	Florida State University (FSU)	6/5/2011	Thunderstorm Wind	41	0	0	1500	0	0	0	Mesonet	FSU Doak Campbell Stadium
Leon Co.	Killearn Estates	6/26/2011	Thunderstorm Wind	50	0	0	25000	0	0	0	Law Enforcement	Killearn Estates
Leon Co.	Killearn Estates	6/26/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Law Enforcement	Killearn Estates
Leon Co.	Killearn Estates	6/26/2011	Thunderstorm Wind	50	0	0	5000	0	0	0	Public	Killearn Estates
Leon Co.	Bradfordville	6/26/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	NWS Employee	Bradfordville
Leon Co.	Capitola	6/26/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Law Enforcement	Capitola
Leon Co.	Tallahassee Mall	6/26/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Law Enforcement	Tallahassee Mall
Leon Co.	Fallschase	6/26/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Law Enforcement	Fallschase
Leon Co.	Kleman Plaza	6/26/2011	Thunderstorm Wind	50	0	0	300	0	0	0	Law Enforcement	Kleman Plaza
Leon Co.	Chaires	6/27/2011	Thunderstorm Wind	50	0	0	4000	0	0	0	Law Enforcement	Chaires
Leon Co.	Winthrop Park	6/30/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Broadcast Media	Winthrop Park
Leon Co.	Maclay Gardens	6/30/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Newspaper	Maclay Gardens
Leon Co.	Winthrop Park	6/30/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Broadcast Media	Winthrop Park
Leon Co.	Tallahassee Community College	6/30/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Broadcast Media	Tallahassee Community College
Leon Co.	Tallahassee Community College	6/30/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Broadcast Media	Tallahassee Community College
Leon Co.	Florida State University (FSU)	6/30/2011	Thunderstorm Wind	55	0	0	3000	0	0	0	Broadcast Media	Florida State University (FSU)

COUNTY	LOCATION	BEGIN DATE	EVENT TYPE	MAG-NITUDE	DEATHS DIRECT	INJURIES DIRECT	PROPERTY DAMAGE	CROP DAMAGE	INJURIES INDIRECT	DEATHS INDIRECT	SOURCE	END LOCATION
Leon Co.	Florida State University (FSU)	6/30/2011	Thunderstorm Wind	56	0	0	3000	0	0	0	Mesonet	FSU Doak Campbell Stadium
Leon Co.	Florida State University (FSU)	6/30/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Broadcast Media	Florida State University (FSU)
Leon Co.	Southwood	6/30/2011	Thunderstorm Wind	50	0	0	1000	0	0	0	Public	Southwood
Leon Co.	Belair	6/30/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Broadcast Media	Belair
Leon Co.	Indian Head Acres	6/30/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Broadcast Media	Indian Head Acres
Leon Co.	Southwood	6/30/2011	Thunderstorm Wind	52	0	0	0	0	0	0	Public	Southwood
Leon Co.	Woodville	6/30/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Public	Woodville
Leon Co.	Lake Iamonia	8/13/2011	Thunderstorm Wind	55	0	0	4000	0	0	0	Law Enforcement	Lake Iamonia
Leon Co.	Maclay Gardens	9/5/2011	Thunderstorm Wind	50	0	0	2000	0	0	0	Public	Maclay Gardens
Leon Co.	Bradfordville	9/5/2011	Thunderstorm Wind	50	0	0	3000	0	0	0	Amateur Radio	Bradfordville
Leon Co.	Tom Brown Park	1/26/2012	Thunderstorm Wind	50	0	0	20000	0	0	0	Broadcast Media	Tom Brown Park
Leon Co.	Tallahassee Community Airport	2/24/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	County Official	
Leon Co.	Moccasin Gap	2/24/2012	Thunderstorm Wind	50	0	0	3000	0	0	0	Emergency Manager	
Leon Co.	Miccosukee	2/24/2012	Thunderstorm Wind	50	0	0	3000	0	0	0	Emergency Manager	
Leon Co.	Baum	3/3/2012	Thunderstorm Wind	50	0	0	4000	0	0	0	Emergency Manager	
Leon Co.	North Florida Fairgrounds	3/3/2012	Thunderstorm Wind	50	0	0	1500	0	0	0	NWS Employee	
Leon Co.	Killearn Lakes	3/14/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Pisgah Church	3/14/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	(TLH)Tallahassee Rgnl Arpt	4/3/2012	Thunderstorm Wind	54	0	0	0	0	0	0	ASOS	
Leon Co.	North Florida Fairgrounds	4/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	
Leon Co.	Lake Ella	4/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	
Leon Co.	Tallahassee Community Airport	4/3/2012	Thunderstorm Wind	60	1	0	50000	0	0	0	Broadcast Media	
Leon Co.	Tallahassee Community Airport	4/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	

COUNTY	LOCATION	BEGIN DATE	EVENT TYPE	MAG-NITUDE	DEATHS DIRECT	INJURIES DIRECT	PROPERTY DAMAGE	CROP DAMAGE	INJURIES INDIRECT	DEATHS INDIRECT	SOURCE	END LOCATION
Leon Co.	Tallahassee Community Airport	4/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Orchard Pond	4/3/2012	Thunderstorm Wind	50	0	0	25000	0	0	0	Broadcast Media	
Leon Co.	Bradfordville	4/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Iamonia	4/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Lake Iamonia	4/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Pisgah Church	4/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Concord	4/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Concord	4/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Maclay Gardens	5/6/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Forest Meadows Park	5/6/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Tallahassee Community Airport	5/6/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Tallahassee Community Airport	5/6/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Apalachee Regional Park	5/7/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Park/Forest Service	
Leon Co.	Lake Ella	5/13/2012	Thunderstorm Wind	45	0	0	500	0	0	0	NWS Employee	
Leon Co.	Macon Community Park	5/31/2012	Thunderstorm Wind	45	0	0	750	0	0	0	Broadcast Media	
Leon Co.	Tom Brown Park	6/5/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	
Leon Co.	Winthrop Park	6/5/2012	Thunderstorm Wind	55	0	0	1000	0	0	0	Public	
Leon Co.	Fallschase	6/5/2012	Thunderstorm Wind	50	0	0	2000	0	0	0	Emergency Manager	
Leon Co.	Fallschase	6/5/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	
Leon Co.	Fallschase	6/5/2012	Thunderstorm Wind	50	0	0	2000	0	0	0	Emergency Manager	
Leon Co.	Pisgah Church	6/5/2012	Thunderstorm Wind	50	0	0	2000	0	0	0	Emergency Manager	
Leon Co.	Moccasin Gap	6/5/2012	Thunderstorm Wind	60	0	0	4000	0	0	0	Emergency Manager	
Leon Co.	Moccasin Gap	6/5/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	

COUNTY	LOCATION	BEGIN DATE	EVENT TYPE	MAG-NITUDE	DEATHS DIRECT	INJURIES DIRECT	PROPERTY DAMAGE	CROP DAMAGE	INJURIES INDIRECT	DEATHS INDIRECT	SOURCE	END LOCATION
Leon Co.	Concord	6/11/2012	Thunderstorm Wind	50	0	0	3000	0	0	0	Law Enforcement	
Leon Co.	Orchard Pond	6/11/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Iamonia	6/11/2012	Thunderstorm Wind	50	0	0	750	0	0	0	County Official	
Leon Co.	Tallahassee Community Airport	7/1/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Tallahassee Mall	7/3/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	County Official	
Leon Co.	Tallahassee Community Airport	7/3/2012	Thunderstorm Wind	50	0	0	3000	0	0	0	County Official	
Leon Co.	Moccasin Gap	7/3/2012	Thunderstorm Wind	50	0	0	750	0	0	0	Law Enforcement	
Leon Co.	Tom Brown Park	7/17/2012	Thunderstorm Wind	60	0	0	5000	0	0	0	Public	
Leon Co.	J R Alford Greenway	7/17/2012	Thunderstorm Wind	50	0	0	3000	0	0	0	Emergency Manager	
Leon Co.	Fallschase	7/17/2012	Thunderstorm Wind	50	0	0	2000	0	0	0	Emergency Manager	
Leon Co.	Capitola	7/17/2012	Thunderstorm Wind	50	0	0	5000	0	0	0	Emergency Manager	
Leon Co.	Springsax Park	7/17/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Public	
Leon Co.	Tom Brown Park	7/17/2012	Thunderstorm Wind	50	0	0	2000	0	0	0	Emergency Manager	
Leon Co.	J R Alford Greenway	7/17/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	
Leon Co.	Concord	7/17/2012	Thunderstorm Wind	50	0	0	2000	0	0	0	Emergency Manager	
Leon Co.	Concord	7/17/2012	Thunderstorm Wind	50	0	0	2000	0	0	0	Emergency Manager	
Leon Co.	Tallahassee Mall	7/17/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	
Leon Co.	Lake Munson	7/17/2012	Thunderstorm Wind	50	0	0	2000	0	0	0	Public	
Leon Co.	Lake Iamonia	7/25/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Fallschase	7/25/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Apalachee Regional Park	7/25/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	
Leon Co.	Lake Jackson	9/18/2012	Thunderstorm Wind	50	0	0	1000	0	0	0	County Official	Lake Jackson
Leon Co.	Lake Iamonia	9/18/2012	Thunderstorm Wind	50	0	0	1500	0	0	0	County Official	Lake Iamonia

COUNTY	LOCATION	BEGIN DATE	EVENT TYPE	MAG-NITUDE	DEATHS DIRECT	INJURIES DIRECT	PROPERTY DAMAGE	CROP DAMAGE	INJURIES INDIRECT	DEATHS INDIRECT	SOURCE	END LOCATION
Leon Co.	Lake Jackson	12/17/2012	Thunderstorm Wind	50	0	0	5000	0	0	0	Utility Company	
Leon Co.	Tallahassee Community College	1/30/2013	Thunderstorm Wind	50	0	0	1000	0	0	0	Social Media	Tallahassee Community College
Leon Co.	State Capitol Complex	1/30/2013	Thunderstorm Wind	50	0	0	3000	0	0	0	911 Call Center	State Capitol Complex
Leon Co.	Woodville	1/30/2013	Thunderstorm Wind	50	0	0	500	0	0	0	Broadcast Media	Woodville
Leon Co.	Southwood	2/26/2013	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	Southwood
Leon Co.	Apalachee Regional Park	2/26/2013	Thunderstorm Wind	50	0	0	500	0	0	0	NWS Employee	Apalachee Regional Park
Leon Co.	Bloxham	3/24/2013	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	Bloxham
Leon Co.	Tallahassee Mall	3/24/2013	Thunderstorm Wind	50	0	0	30000	0	0	0	Public	Tallahassee Mall
Leon Co.	Tallahassee Mall	3/24/2013	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	Tallahassee Mall
Leon Co.	State Capitol Complex	7/3/2013	Thunderstorm Wind	55	0	0	25000	0	0	0	Social Media	State Capitol Complex
Leon Co.	Woodville	7/4/2013	Thunderstorm Wind	45	0	0	1000	0	0	0	911 Call Center	Woodville
Leon Co.	State Capitol Complex	7/4/2013	Thunderstorm Wind	50	0	0	5000	0	0	0	Social Media	State Capitol Complex
Leon Co.	Apalachee Regional Park	7/22/2013	Thunderstorm Wind	50	0	0	1000	0	0	0	Public	Apalachee Regional Park
Leon Co.	Killearn Estates	7/23/2013	Thunderstorm Wind	50	0	0	1000	0	0	0	Broadcast Media	Killearn Estates
Leon Co.	Killearn Estates	8/30/2013	Thunderstorm Wind	50	0	0	1000	0	0	0	Law Enforcement	Killearn Estates
Leon Co.	Killearn Estates	8/30/2013	Thunderstorm Wind	50	0	0	500	0	0	0	NWS Employee	Killearn Estates
Leon Co.	Killearn Estates	8/30/2013	Thunderstorm Wind	50	0	0	2000	0	0	0	Law Enforcement	Killearn Estates
Leon Co.	Killearn Estates	8/30/2013	Thunderstorm Wind	50	0	0	2000	0	0	0	Law Enforcement	Killearn Estates
Leon Co.	Florida A&M University (Famu)	8/30/2013	Thunderstorm Wind	50	0	0	2000	0	0	0	Law Enforcement	Florida A&M University (Famu)
Leon Co.	Chaires Crossing	8/30/2013	Thunderstorm Wind	50	0	0	1000	0	0	0	NWS Employee	Chaires Crossing
Leon Co.	Bradfordville	11/26/2013	Thunderstorm Wind	50	0	0	2000	0	0	0	911 Call Center	Moccasin Gap
Leon Co.	Lake Jackson	1/11/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	Lake Jackson
Leon Co.	Maclay Gardens	1/11/2014	Thunderstorm Wind	50	0	0	500	0	0	0	Public	Maclay Gardens

COUNTY	LOCATION	BEGIN DATE	EVENT TYPE	MAG-NITUDE	DEATHS DIRECT	INJURIES DIRECT	PROPERTY DAMAGE	CROP DAMAGE	INJURIES INDIRECT	DEATHS INDIRECT	SOURCE	END LOCATION
Leon Co.	Maclay Gardens	1/11/2014	Thunderstorm Wind	50	0	0	2000	0	0	0	Emergency Manager	Maclay Gardens
Leon Co.	Woodville	1/11/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	Woodville
Leon Co.	Miccosukee	4/29/2014	Thunderstorm Wind	50	0	0	3000	0	0	0	Emergency Manager	Miccosukee
Leon Co.	FSU Doak Campbell Stadium	6/6/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	Social Media	FSU Doak Campbell Stadium
Leon Co.	State Capitol Complex	6/6/2014	Thunderstorm Wind	50	0	0	2000	0	0	0	911 Call Center	State Capitol Complex
Leon Co.	Macon Community Park	6/6/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	Social Media	Macon Community Park
Leon Co.	Lake Jackson	6/8/2014	Thunderstorm Wind	50	0	0	2000	0	0	0	911 Call Center	Lake Jackson
Leon Co.	Eight Mile Pond Area	6/8/2014	Thunderstorm Wind	50	0	0	2000	0	0	0	911 Call Center	Eight Mile Pond Area
Leon Co.	Eight Mile Pond Area	6/8/2014	Thunderstorm Wind	55	0	0	4000	0	0	0	Broadcast Media	Eight Mile Pond Area
Leon Co.	Woodville	6/8/2014	Thunderstorm Wind	50	0	0	2000	0	0	0	911 Call Center	Woodville
Leon Co.	Florida State University (FSU)	6/8/2014	Thunderstorm Wind	50	0	0	0	0	0	0	Broadcast Media	Florida State University (FSU)
Leon Co.	Tom Brown Park	6/8/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	911 Call Center	Tom Brown Park
Leon Co.	Killearn Estates	6/8/2014	Thunderstorm Wind	50	0	0	2000	0	0	0	911 Call Center	Killearn Estates
Leon Co.	Woodville	6/8/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	911 Call Center	Woodville
Leon Co.	Baum	6/8/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	911 Call Center	Baum
Leon Co.	Baum	6/8/2014	Thunderstorm Wind	50	0	0	2000	0	0	0	911 Call Center	Baum
Leon Co.	Concord	6/8/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	911 Call Center	Concord
Leon Co.	Lake Bradford	6/21/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	911 Call Center	Lake Bradford
Leon Co.	Tallahassee Community Airport	6/21/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	911 Call Center	Tallahassee Community Airport
Leon Co.	Woodville	6/21/2014	Thunderstorm Wind	50	0	0	2000	0	0	0	911 Call Center	Woodville
Leon Co.	Forest Meadows Park	6/21/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	911 Call Center	Forest Meadows Park
Leon Co.	Apalachee Regional Park	6/26/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	Apalachee Regional Park
Leon Co.	Chaires Crossing	6/26/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	911 Call Center	Chaires Crossing

COUNTY	LOCATION	BEGIN DATE	EVENT TYPE	MAG-NITUDE	DEATHS DIRECT	INJURIES DIRECT	PROPERTY DAMAGE	CROP DAMAGE	INJURIES INDIRECT	DEATHS INDIRECT	SOURCE	END LOCATION
Leon Co.	Bloxham	7/9/2014	Thunderstorm Wind	55	0	0	50000	0	0	0	Public	Bloxham
Leon Co.	Macon Community Park	7/9/2014	Thunderstorm Wind	50	0	0	500	0	0	0	Law Enforcement	Macon Community Park
Leon Co.	Baum	7/9/2014	Thunderstorm Wind	50	0	0	500	0	0	0	Emergency Manager	Baum
Leon Co.	Macon Community Park	7/28/2014	Thunderstorm Wind	50	0	0	500	0	0	0	911 Call Center	Macon Community Park
Leon Co.	Southwood	8/21/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	911 Call Center	Southwood
Leon Co.	Apalachee Regional Park	8/24/2014	Thunderstorm Wind	50	0	0	500	0	0	0	911 Call Center	Apalachee Regional Park
Leon Co.	Lake Munson	10/14/2014	Thunderstorm Wind	50	0	0	0	0	0	0	NWS Employee	Lake Munson
Leon Co.	Southwood	10/14/2014	Thunderstorm Wind	50	0	0	500	0	0	0	NWS Employee	Southwood
Leon Co.	Macon Community Park	12/23/2014	Thunderstorm Wind	50	0	0	1000	0	0	0	Emergency Manager	
Leon Co.	Tallahassee Memorial Hospital	12/23/2014	Thunderstorm Wind	50	0	0	10000	0	0	0	Broadcast Media	
Leon Co.	Lake Ella	12/24/2014	Thunderstorm Wind	50	0	0	2000	0	0	0	Social Media	

## APPENDIX L:

Lightning Events  
January 1, 2010 – December 31, 2014



COUNTY	LOCATION	BEGIN DATE	EVENT TYPE	DEATHS DIRECT	INJURIES DIRECT	PROPERTY DAMAGE	CROP DAMAG E	INJURIES INDIRECT	DEATHS INDIRECT	SOURCE	END LOCATION
Leon Co.	Tallahassee Memorial Hospital	8/25/2010	Lightning	0	0	15000	0	0	0	Fire Department/Rescue	Tallahassee Memorial Hospital
Leon Co.	FSU Doak Campbell Stadium	4/21/2012	Lightning	0	0	1500	0	0	0	Broadcast Media	
Leon Co.	Springsax Park	9/17/2012	Lightning	0	0	20000	0	0	0	Newspaper	Springsax Park
Leon Co.	Fallschase	9/17/2012	Lightning	0	0	55000	0	0	0	Fire Department/Rescue	Fallschase
Leon Co.	Macon Community Park	8/14/2013	Lightning	0	0	100000	0	0	0	Fire Department/Rescue	Macon Community Park
Leon Co.	Levy Park	9/3/2013	Lightning	0	0	2000	0	0	0	Public	Levy Park
Leon Co.	Kleman Plaza	6/8/2014	Lightning	0	0	75000	0	0	0	County Official	Kleman Plaza
Leon Co.	Tallahassee Memorial Hospital	8/25/2010	Lightning	0	0	15000	0	0	0	Fire Department/Rescue	Tallahassee Memorial Hospital

## APPENDIX M:

### Ranking System for Proposed Hazard Mitigation Grant Program Applications

Project Ranking System Example		A	B	C	D	E	F	G	Score	Rank
		Emergency Back-up Power Generator (2-1-1 Big Bend, Inc.)	12386 Waterfront Drive Structure Elevation (Leon County DSEM)	4908 Crooked Road Property Acquisition (Leon County DSEM)	Improving Operational Reliability of Water Supply Well #18 (COT)	Tallahassee Memorial Hospital Generators (TMH)	Providing Redundant Electrical Circuits to the Main Pump Station #PS 149 (COT)	Permanent Generators at Branch Libraries and Community Centers		
A	Emergency Back-up Power Generator (2-1-1 Big Bend, Inc.)		A	A	D	A	F	G	3	4
B	12386 Waterfront Drive Structure Elevation (Leon County DSEM)			C	D	B	F	G	1	6
C	4908 Crooked Road Property Acquisition (Leon County DSEM)				D	C	F	G	2	5
D	Improving Operational Reliability of Water Supply Well #18 (COT)					D	D	D	6	1
E	Tallahassee Memorial Hospital Generators (TMH)						F	G	0	7
F	Providing Redundant Electrical Circuits to the Main Pump Station #PS 149 (COT)							F	5	2
G	Permanent Generators at Branch Libraries and Community Centers (Leon County)								4	3

The above matrix is a system to rank projects by one-on-one comparison. Start on the first row, comparing project A to all of the Projects listed in the columns, giving the letter of which project should take precedent. Once the projects have all been compared, and the matrix is complete, count the number of times each project took precendent over the others and total each project score in the associated row. The project with the highest number of precedents (score) will have a number 1 ranking, and the project with the loweset number of precedents ranks last.

**BYLAWS OF THE  
TALLAHASSEE-LEON COUNTY  
LOCAL MITIGATION STRATEGY  
STEERING COMMITTEE**

**1.1 LMS COMMITTEE PREAMBLE**

The Tallahassee-Leon County Local Mitigation Strategy Steering Committee (LMS Committee) has been created in accordance with the Code of Federal Regulations, Title 44 CFR Part 201 and Section 252.46 Florida Statutes. In compliance with these regulations, the following sets forth the Bylaws, Policies and Procedures that shall serve to guide the proper functioning of the LMS Committee. The intent is to provide guidance for the operation of the LMS Committee to ensure the accomplishment of hazard mitigation planning tasks within a cooperative framework among key institutions on a continuing basis.

**1.2 LMS COMMITTEE PURPOSE AND FUNCTION**

- (1) Persons representing the various governmental entities, agencies, and public, private, and non-profit organizations noted herein shall be involved in the hazard mitigation planning process via the establishment of a LMS Committee.
- (2) The purpose of the LMS Committee shall be to ensure the technical sufficiency and completeness of the Local Mitigation Strategy (LMS plan), associated studies, applications for disaster assistance and related funding, and to ensure coordination and consistency with applicable state, local and regional hazard mitigation plans and programs.
- (3) The LMS Committee shall assist Leon County (County) and the City of Tallahassee (City) in carrying out local governments' hazard planning functions through recommendations on various issues.
- (4) To carry out its function as an advisory committee to the County and the City, the LMS Committee shall:
  - (a) Provide review of the Local Mitigation Strategy and its updates and to make recommendations as to its need, feasibility, technical accuracy and consistency with local, state and regional plans, programs, projects and comprehensive plans;
  - (b) Report to the County and City regarding current and future hazard mitigation needs, applicable funding sources, and other planning issues to assist local government with achieving coordination and consistency among local Comprehensive Plan, the Comprehensive Emergency Management Plan, and regional, state, and federal hazard mitigation initiatives;
  - (c) Review information that is input to or produced by the LMS Planning process;
  - (d) Recommend policies, projects, and studies (to be undertaken by applicable staff, departments or organizations) that further the intent or directly implement federal, state or local hazard mitigation goals or objectives;

- (e) Transmit to the County and City and share with other agencies or entities all significant findings and comments on hazard mitigation matters;
- (f) Conduct any other functions assigned to the LMS Committee by the County or the City Commissions.

### 1.3 COMMITTEE MEMBERSHIP

- (1) The Tallahassee-Leon County LMS Committee shall include representatives from the ~~County and the City and other~~ organizations named below concerned with the impacts of natural and man-made hazards on the health, safety and welfare of the community.
- (2) There is no limit on the number of members who may serve on the LMS Committee. The addition of any new voting ~~member~~organizations to the LMS Committee other than those specified in these bylaws must be approved by the County and the City Commissions.
- (3) The LMS Committee shall include the following voting ~~members~~organizations:
  - a. ~~Director,~~ Leon County Department of ~~Growth~~Development Support and Environmental Management;
  - b. ~~Director,~~ Leon County Department of Public Works;
  - c. Leon County ~~Sheriffs Office~~Emergency Management;
  - d. ~~Director,~~ City of Tallahassee Department of Underground Utilities and Public ~~Works~~Infrastructure;
  - e. ~~Chief,~~ City of Tallahassee Fire Department;
  - f. ~~Chief,~~ City of Tallahassee Police Department;
  - g. Director, Leon County Sheriff's Office
  - ~~g.h.~~ Tallahassee-Leon County Planning Department;
  - ~~h.i.~~ Coordinator, Tallahassee-Leon County GIS;
  - i. ~~CEO,~~ Capital Area Chapter, American Red Cross;~~;~~
  - j. ~~Chief,~~ Leon County Emergency Medical Services;~~;~~ and
  - k. Blueprint Intergovernmental Agency.

The following ~~members~~organizations shall be represented as ex-officio (non-voting) members on the LMS Committee:

- a. Florida Division of Emergency Management;
- b. ~~Emergency Preparedness Planner,~~ Tallahassee Memorial Hospital;
- c. ~~Emergency Preparedness Coordinator/Planner,~~ Capital Regional Medical Center;
- d. ~~Emergency Management Coordinator,~~ Florida State University;
- e. ~~Director of Environmental Health and Safety,~~ Florida Agricultural and Mechanical University;
- f. ~~Emergency Management Coordinator,~~ Tallahassee Community College;
- g. Council of Neighborhood Associations;~~and;~~
- h. Tallahassee Area Chamber of Commerce~~;~~

- [i. Apalachee Regional Planning Council;](#)
- [j. City of Tallahassee Utilities; and](#)
- [k. Florida Department of Health in Leon County.](#)

Other non-voting staff may be added pursuant to Section 1.3(2) of these bylaws.

- (4) In the event that the appointed member is unable to attend a LMS Committee meeting, an alternate from that department or agency may serve as their representative at the meeting.
- (5) If a member no longer wishes to serve on the LMS Committee, they shall notify the chairperson and designate a replacement who holds a position within that department or organization that either is professionally more responsible for LMS-related activities or can fairly represent the organization's stakeholder concerns in the LMS process.
- (6) A person cannot be an alternate for more than one LMS Committee member.

## **1.4 VOTING**

- (1) Each Voting member of the LMS Committee may name via written notice to the chairman one (1) alternate who may vote only in the absence of that member on a one vote per member basis.
- (2) Non-voting members shall sit with the same rights and privileges as other members, except that non-voting members shall not have the right to present motions or second same, or to vote upon any motions of the LMS Committee.

## **1.5 OFFICERS AND ELECTIONS**

- (1) The officers of the LMS Committee will be the Chairperson and Vice Chairperson. The officers shall be voting members elected by the LMS Committee membership.
- (2) The LMS Committee Chairperson shall preside at all meetings. In the event of the Chairperson's absence or at his/her direction, the Vice Chairperson shall assume the powers of the Chairperson. In the event that neither the Chairperson nor Vice Chairperson can preside at the meeting, the committee members present shall elect one of its members to serve as acting Chairperson for the meeting.
- (3) Officers shall be elected in November of each year, or in the event there is not a meeting in November, the next scheduled meeting. Nominations for officers shall be made at the meeting. Election shall be a majority vote of the LMS Committee voting members present.
- (4) Newly elected officers shall assume their duties at the first meeting of the next calendar year. They shall hold office for one year, or until their successors are elected, and they shall be eligible for re-election.
- (5) In the event that either the Chairperson or Vice Chairperson office becomes vacant, a replacement shall be elected by the committee at the next scheduled LMS Committee

meeting and assume duties immediately and hold the position for the remainder of the calendar year.

## **1.6 MEETINGS AND AGENDAS**

- (1) The LMS Committee shall meet not less than ~~quarterly~~ ~~biannually~~ annually. Regular LMS Committee meetings shall be held at dates, times, and places as approved by the LMS Committee. Regular meeting dates and times may be changed to accommodate holidays or for other valid reasons.
- (2) There shall be an official agenda for every LMS Committee meeting. The agenda shall be prepared by the designated LMS Coordinator.
- (3) Every attempt shall be made to send agenda packages to LMS Committee members seven (7) days prior to a regular LMS Committee meeting.
- (4) Any LMS Committee member or alternate who is eligible to vote at the LMS Committee meeting may place additional items on the LMS Committee agenda, with the approval of the majority of the voting members or alternates present.

## **1.7 OFFICIAL ACTIONS**

- (1) All official actions of the LMS Committee shall be by motion and open vote.
- (2) All official and formal positions of the LMS Committee, regardless of whether adopted or rejected, shall be recorded in the minutes. Verbatim minutes are not required but minutes shall include an accurate summary of discussions and actions taken.

## **1.8 CONDUCT OF MEETING**

- (1) All LMS Committee meetings shall be conducted under the requirements of the Florida “Government in the Sunshine” law (Chapter 286, F.S.), including applicable notice requirements, and be open to the public and press.
- (2) The public will have the right to speak, enter into discussion or actively participate in any way only with the permission of the chairperson.
- (3) In the absence of rules covered in this document, Roberts Rules of Order shall be followed at all LMS Committee meetings.
- (4) A quorum for LMS Committee meetings shall consist of a minimum of five voting members or alternates including at least one member representing a City-only department and one member representing a County-only department.
- (5) The LMS Committee must comply with Section 122.3143, F.S., “Voting Conflicts,” which requires that a member who has a conflict of interest on any particular matter to declare the conflict of interest before discussion and a vote is taken and shall be excused from voting on that issue.

- (6) The LMS Committee shall operate in compliance with the Standards of Conduct set forth in Section 112.313, F.S.

## **1.9 ADMINISTRATION**

- (1) The Chairperson may call an emergency (non-regular) meeting of the LMS Committee when a circumstance exists which requires immediate action by the LMS Committee. When such a meeting is called, each LMS Committee member shall be notified, stating the date, hour and place of the meeting and the purpose for which it is called, and no other business shall be transacted at that meeting. At least a twenty-four (24) hour advance notice of such emergency meeting shall be given to the public before the time the meeting is held.
- (2) If after reasonable diligence it becomes impossible to give notice of an emergency meeting to each LMS Committee member, the business of the meeting may be carried out if a quorum is present and appropriate public notice has been provided.
- (3) The LMS Coordinator shall be designated by the LMS Committee and shall serve as primary staff of the LMS Committee.
- (4) The LMS Coordinator is responsible for the minutes of all LMS Committee meetings and all notices and agendas for the LMS Committee meetings.
- (5) The LMS Committee shall operate in compliance with Florida's Public Records Law, Chapter 119, F.S.
- (6) The LMS Coordinator shall transmit LMS Committee recommendations to the County, City, or other entity as applicable.

## **1.10 CONDUCT OF MEETING**

- (1) These bylaws may be amended by a two-thirds vote of those voting members or alternates present at a regularly scheduled LMS Committee meeting.
- (2) Amendments to the bylaws shall become effective immediately after the approval ~~and ratification~~ by both the County and the City.

## **1.11 EFFECTIVE DATE**

- (1) These bylaws shall become effective immediately upon the approval by both the County and the City.



**Leon County  
Board of County Commissioners**

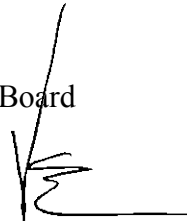
**Notes for Agenda Item #21**

# Leon County Board of County Commissioners

## Agenda Item #21

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Status Report on the Community Human Services Partnership

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Office of Human Services & Community Partnerships Felisa Barnes, Financial Compliance Manager

### **Statement of Issue:**

This agenda item provides a status report on the development of memorandums of understanding with the City of Tallahassee and the United Way of the Big Bend (UWBB) regarding the Community Human Services Partnership (CHSP) to ensure continued collaboration of the primary funding entities in support of the CHSP funded agencies.

### **Fiscal Impact:**

This item does not have a fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Accept the status report on the Community Human Services Partnership.

## **Report and Discussion**

### **Background:**

Subsequent to the United Way of the Big Bend (UWBB) announcing its intent to disengage from the CHSP process effective FY 19, the Board approved the following at the September 13, 2016 meeting:

- Direct staff to maintain the current arrangement with the City of Tallahassee and the United Way of the Big Bend in the Community Human Service Partnership (CHSP) process through the CHSP FY 17 and FY 18 funding cycle.
- Direct staff to work with the City of Tallahassee to revise the CHSP process and draft a new Memorandum of Understanding for the allocation of FY 19 CHSP funds.
- Direct staff to prepare a draft MOU between Leon County and the UWBB to ensure continued collaboration in support of the CHSP funded agencies.

Staff continues to work closely with the City, UWBB and CHSP agencies in preparing the draft MOU's for presentation to the Board in late September or early October of this year. In addition, at the September 2016 meeting, the Board directed:

- Staff to prepare recommendations for Board consideration regarding maintaining a joint online application/web portal and option for implementing a multi-year funding cycle.

This agenda item provides an update on the development of the proposed MOU's, including recommendations regarding the joint online application/web portal and multi-year funding cycle.

This update on the CHSP modification process is essential to the following FY2017-FY2021 Strategic Initiative that the Board approved at the January 24, 2017 meeting:

- Work with the City of Tallahassee to develop a new CHSP process in light of the United Way's decision to conduct a separate funds distribution process. (2016-27)

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

- (Q4) Support and promote access to basic and welfare services to our community members most in need.

### **Analysis:**

Subsequent to the September meeting, County staff has been actively engaged with the City, the UWBB and CHSP agencies to ensure an effective transition occurs with the implementation of a new CHSP processes without the UWBB beginning in FY 19. As a part of this effort, County and City staffs have been deliberate in their outreach to agencies to gain input and ideas on improvements that could be made to the CHSP process for implementation beginning in FY 19. Since October, County and City staffs have conducted seven meetings with CHSP agencies, with an additional meeting planned for August 2017. Staff has also actively participated in separate

listening sessions hosted by the United Partners for Human Services (UPHS), UWBB and CHSP agencies to identify further opportunities for continued collaboration among the funding entities and agencies.

#### *CHSP FY 17 and FY 18 funding cycle*

To ensure a smooth and deliberate transition, for FY 17 and FY 18, the County the City of Tallahassee and the UWBB will follow the traditional CHSP process. The County, City and UWBB continue to work closely in distributing the allocations for the current funding cycle (FY 17) and managing the CHSP Portal. In preparing for the FY 18 funding cycle, the three partners have conducted the agency workshops, recruited members for the Citizens Review Teams (CRTs), and participated in agency presentations and funding deliberations. In September, an agenda item recommending the distribution of the FY 18 allocation will be presented to the Board. This will be the last funding allocation under the existing partnership.

#### *Joint Application/Web Portal*

Beginning in FY 18 enhanced data collection through the on-line application and reporting process will commence. Currently, the CHSP agencies complete quarterly reports in a narrative format and scan the reports into the portal as a PDF document. This process does not allow for data analysis. Beginning in FY 18 agencies will submit a new on-line quarterly report. Quarterly reporting of demographic and performance data will be created and saved in the CHSP Portal. Data to be collected includes the number of clients served in each funding category by race, gender, age, disability (if applicable) and zip code. Collecting and analyzing this data in a consistent and uniform format serves as the first step in developing measures for improving program effectiveness, identifying community impact and assisting the CRT's in future funding recommendations. County and City staff are developing a recommended approach on how the data will be used as part of the program review process for inclusion in the MOU. As noted below beginning in FY19, the UWBB will be collecting data separately from the CHSP process. Staff has also been working closely with the CHSP agencies on these changes and specific training for the data entry process will be provided as part of the September 2017 agency contract workshop.

Staff has held meetings with the UWBB to identify ways to continue collaborating to support the human services agencies in our community. Over the past 3 years, the CHSP funding partners have shared an automated application. Beginning in FY 19, the UWBB will utilize a separate automated application and funding review process. In order to ease the process for the agencies, both applications will be accessed through the CHSP portal. The County, City and UWBB have held several meetings with Paul's Consulting, the IT Company that designed and maintains the portal, and discussed options that would accommodate the agencies as well as the United Way and the County/City CHSP. It was determined that due to potential differences in the categories/priorities and public records requirements of local government, a joint application would no longer be feasible. Instead, the County/City and UWBB would share a front page of a shared site where agencies would access either the CHSP or the UWBB application.

#### *Memorandum of Understanding with the United Way of the Big Bend*

The UWBB continues to develop its new and separate funding process. Staff is working with UWBB to develop an MOU that would detail the mutual commitment to ensure on-going

collaboration. Despite the separate application and data collection processes, the MOU will codify continued efforts in data sharing, coordinating resources, and regular communication to identify new opportunities to work together in addressing the human service needs of the community

#### *Multi-year Funding Cycle*

For the past several years the CHSP agencies have requested that the CHSP adopt a multi-year funding cycle. A multi-year funding cycle would not only reduce the amount of time agencies have to invest in the application process but would also provide the opportunity for long term planning and program assessment. Predictability of funding would allow the agencies leverage to pursue additional funding sources. Additionally, agencies could respond quicker to changing conditions in the community. A multi-year funding cycle can also increase program efficiency by shifting staff and volunteers' time spent on the annual review process to evaluating program results.

Staff will be bringing a separate agenda item to the Board to consider multi-year funding which could be included in the proposed MOU upon Board approval.

#### *Memorandum of Understanding with the City*

Staff continues to work with the City and CHSP agencies to modify and improve the CHSP process through a draft MOU that will reaffirm our mutual commitment to funding CHSP agencies and serve as policy guidelines for the CHSP process beginning FY 19.

The significant elements of the CHSP process to be incorporated in the proposed MOU are:

- *CHSP Oversight and Process Improvement Committee*
  - Lead entity for the implementation of the CHSP process. Comprised of the County's Director of Human Services and Community Partnership and the City's Director of Community Housing and Human Services.
- *Methodology for Funding Allocations by Category/Priority*
  - The CHSP Oversight and Process Improvement Committee, working closely CHSP agencies, citizens review teams, and community organizations will review and evaluate the existing categories and present possible recommendations for changes to the Board as part of future funding cycles.
- *CHSP Appeals Process*
  - Maintain the current practice of set aside funding to address agency disputes of funding recommendations.
- *7.5% Allocation Rule for New CHSP Agencies*
  - Maintain the current practice of limiting maximum funding level for first time programs.

- *Public Meetings with Agencies*
  - Maintain the practice of a minimum 3 annual public meetings with CHSP agencies; one of which shall include the County Administration and the City Manager
- *Two-Year Funding Cycle*
  - Beginning in FY 19, implement a multi-year funding cycle to increase long term agency planning and improve efficiency in CHSP operations.

Based on the above, staff will continue to work with the City and the UWBB in preparing draft MOU's for the Board's consideration in late summer. Prior to the MOU's being presented to the Board, staff will prepare an agenda item for to consider implementing a multi-year funding cycle.

**Options:**

1. Accept the status report on the Community Human Services Partnership.
2. Do not accept the status report on the Community Human Services Partnership.
3. Board direction.

**Recommendation:**

Option #1.

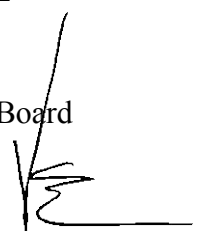
**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #22**

# Leon County Board of County Commissioners

## Agenda Item #22

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Negotiate and Execute a Contract for Aerial Mapping Services for the Tallahassee-Leon County GIS Program

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Pat Curtis, Director, Office of Information and Technology
<b>Lead Staff/ Project Team:</b>	Scott Weisman, Tallahassee-Leon County GIS Coordinator Greg Mauldin, GIS Project Manager

### **Statement of Issue:**

This agenda item requests Board authorization for the County Administrator to negotiate and execute a contract with Dewberry Preble-Rish for aerial mapping services for the Tallahassee-Leon County Geographic Information Systems (GIS) program, pursuant to Proposal Number BC-02-09-17-18.

### **Fiscal Impact:**

This item has a fiscal impact to the County, and has been budgeted as part of the Capital Improvement Program (CIP) Five Year Plan. Aerial mapping services are budgeted annually for \$298,500. The City of Tallahassee reimburses 50% of the cost under the TLC GIS Interlocal Agreement.

### **Staff Recommendation:**

Option #1: Authorize the County Administrator to negotiate a contract, and execute same, in a form approved by the County Attorney, with Dewberry Preble-Rish for aerial mapping services. If negotiations with Dewberry Preble-Rish are unsuccessful, the County Administrator is authorized to negotiate with the second-ranked firm, (Sanborn Map Company), and likewise proceed to the third-ranked firm, (Merrick and Company) if necessary.



## **Report and Discussion**

### **Background:**

In 1990, the Leon County Board of County Commissioners (BOCC), the Leon County Property Appraiser, and the City of Tallahassee (City) agreed to jointly develop and implement the Tallahassee-Leon County Geographic Information System (TLC GIS) through an interlocal agreement to share in the development of common mapping needs and leverage shared resources. The TLC GIS Interlocal Agreement sets forth the terms and conditions of participation, as well as, the responsibilities of each of the member agencies. All costs for the program is shared 50/50 by the BOCC and the City.

The TLC GIS program is based on the ESRI software system and maintains a database of over 500 sets of data such as streets, building footprints, impervious surfaces like parking lots, water bodies, contours, elevations, environmental features, parcels, zoning and governmental districts, to name a few. All of that data is located by survey-grade points which are derived from high-precision aerial photography with the current base from 2015 aerial photography. New aerial photography is needed to continue with updates of development and land use changes and provide data which ensures compliance with programs like the National Flood Insurance Program, the Community Rating System, and the EPA National Pollutant Discharge Elimination System, NPDES). The elevation data is of sufficient accuracy that it can be used for engineering design; thereby in many cases, negating the need for the County or City to pay for expensive ground-based topographic surveys for Public Works Projects. Contrastingly, other imagery products such as Google Earth are not of sufficient accuracy to support County/City missions and lack any kind of topographic (contour) data, and thus not usable for many of the needs as noted above.

TLC GIS has been securing aerial photography every three years and is budgeted annually for such services at \$298,500. The current contract for the aerial and mapping services is with Merrick & Company and lapses this year. It was a three-year contract, with the option of one three-year extension (2012 – 2017). Thus, Leon County developed a Request for Proposals (BC-02-09-17-18) for aerial mapping services to include a new aerial mapping mission to be flown in January, 2018, and products to be delivered from 2018 – 2020. The aerial mapping data products to be delivered include:

- Half-Foot resolution color orthoimagery,
- Planimetric data including impervious surfaces (ie., streets, buildings, parking lots)
- Hydrography (water bodies)
- 2-Foot contours,
- Spot elevations
- Color Oblique Imagery (for non-ad valorem property assessments)
- Data supplied as engineering CAD files as well as GIS files

**Analysis:**

An RFP for high-precision aerial mapping services was released on February 9, 2017. The County's procurement process for these types of services is governed by Florida Statutes Section 287.055, known as the Consultants Competitive Negotiation Act (CCNA). The County's policy with respect to the CCNA is prescribed as Policy No. 96-1, Section 5.091. The CCNA requires the County to select these services on a qualitative basis under the criteria specified in Section 5.091. Due to the limited possibilities for sub-contracting, and in accordance with County MWSBE policy, the Office of Economic Vitality's MWSBE Division advised that no aspirational targets be included as part of the solicitation process. However, consistent with policy, each respondent was strongly encouraged to secure MBE and WBE participation through the purchase of goods or services from MWSBE's, when opportunities are available.

The RFP Evaluation Committee was formed to include:

- Scott Weisman, TLC GIS Coordinator
- Greg Mauldin, GIS Project Manager
- Ken Morris, Assistant County Administrator
- Nawfal Ezzagghi, Environmental Review Supervisor, Environmental Services Projects Manager

Six firms responded to the RFP and the Evaluation Committee reviewed and scored the proposals on March 28, 2017. The six firms were:

- Dewberry Preble-Rish
- Merrick & Company
- Michael Baker International
- Quantum Spatial
- Sanborn Map Company
- Surdex

Each Committee member scored and ranked the six firms (Attachment #1) and shortlisted the following firms for presentations and further evaluation:

- Dewberry Preble-Rish
- Merrick & Company
- Sanborn Map Company

The Evaluation Committee drafted a list of eight questions for each shortlisted firm to address for an on-site presentation (Attachment #2). The shortlist presentations were conducted on April 28, 2017. Each firm was given a total of one hour for their presentation and responses.

On May 17, 2017, the Evaluation Committee reviewed and scored the shortlisted firms based on their responses to the questions provided (Attachment #3) and their on-site presentation. Dewberry Preble-Rish was scored the number one firm as being the firm that most closely matched the requirements, as defined by the RFP. Leon County Purchasing reported the Committee's results on Procure Connect.

The Committee recommends negotiating a three-year contract with Dewberry Preble-Rish which would become effective October 1, 2017 and expire on September 30, 2020. During the initial three-year period, at the sole option of the County, the agreement may be extended for no more than one additional three-year period. An annual allocation of \$298,500 is anticipated in the CIP Five Year Plan, which the City reimburses 50% of the cost as defined within the TLC GIS Interlocal Agreement.

**Options:**

1. Authorize the County Administrator to negotiate a contract, and execute same, in a form approved by the County Attorney, with Dewberry Preble-Rish for aerial mapping services. If negotiations with Dewberry Preble-Rish are unsuccessful, the County Administrator is authorized to negotiate with the second-ranked firm, (Sanborn Map Company), and likewise proceed to the third-ranked firm, (Merrick and Company) if necessary.
2. Do not authorize the County Administrator to negotiate a contract with Dewberry Preble-Rish for aerial mapping services.
3. Board Direction

**Recommendation:**

Option #1.

**Attachments:**

1. Evaluation Committee RFP Score Sheet
2. Shortlist Notification
3. Evaluation Committee Shortlist Score Sheet

Aggregate Scores and Rankings By Firm for RFP BC-02-09-17-18

Reviewer	Nawfal Ezzagaghi	Greg Mauldin	Ken Morris	Scott Weisman		
Merrick & Company	86.5	88	83	94	87.875	1
Sanborn Map Company, Inc	77	85	92	97.5	87.875	1
Dewberry Engineers Inc	86.5	85	79.5	82	83.25	2
Michael Baker International, Inc	88.5	78.5	81	82	82.5	3
Quantum Spatial	82.5	64.5	78	83	77	4
Surdex Corporation	75	65.5	82	73.5	74	5
Firm	Average Score					Rank



## **SHORTLIST NOTIFICATION FOR**

REQUEST FOR PROPOSALS  
FOR  
AERIAL PHOTOGRAPHY, SURVEY CONTROL, AEROTRIANGULATION, LIDAR  
SURVEY, AND PLANIMETRIC AND TOPOGRAPHIC MAPPING

PROPOSAL NUMBER BC-02-09-17-18

BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA

The RFP Evaluation Committee (EC) is pleased to announce that your firm has been selected as one of three shortlisted firms selected for further consideration for Leon County Board of County Commissioners Request for Proposals BC-02-09-17-18. The three shortlisted firms listed alphabetically are Dewberry Engineers, Merrick & Company, and Sanborn Map Company.

The purpose of this notification is to provide you information regarding the format of the shortlist presentation, the evaluation criteria, and the date/time for the presentations.

### **Shortlist Presentation Information**

**Presentation Forum:** Each firm can choose to make their presentation before the EC either onsite or by Web Meeting. If you choose an onsite presentation, the location for the presentation is:

Leon County Purchasing Conference Room  
1800-3 North Blair Stone Rd, Tallahassee, FL 32308.

If you choose to present by Web Meeting, we ask that you use your own hosted web meeting software environment and have the EC connect by link. The Web Meeting environment will need to support both video as well as audio.

**Presentation Format:** The presentations shall address the attached list of 8 questions sequentially, (1 – 8). Each firm will have 40 minutes to address the list of questions. The Committee will then have 20 minutes to ask questions regarding the responses. The total time for your shortlist presentation is not to exceed one hour.

**Evaluation and Ranking:** Each question is assigned a score of 0 – 10, (with 10 as the highest). All questions have equal weight. The score that each firm will be awarded for each question is based on the relevance of the response to the specific question, the completeness and clarity of the response, and the applicability to the response to the project needs. The rank assigned to each firm will be based on the aggregate mean score assigned to each of the eight responses by each of the four EC members.

**Date and Times of the Presentations:** The EC has developed and adopted the following schedule:

**Presentation Date: Friday, April 28, 2017**

**Presentation 1: Dewberry Engineers: 10:00am – 11:00am Eastern Daylight Time**  
**Presentation 2: Merrick & Company : 1:00pm – 2:00 pm Eastern Daylight Time**  
**Presentation 3: Sanborn Map Company : 2:30pm – 3:30 pm Eastern Daylight Time**

If you have questions concerning the process, Please call or email Don Lanham, the Contract Compliance Specialist at (850) 606-1610 or [Lanhamd@leoncountyfl.gov](mailto:Lanhamd@leoncountyfl.gov).

04/03/2017

### Shortlist Presentation Questions for BC-02-09-17-18

1. **Project Summary of Needs and Deliverables:** In order to ensure an understanding of our project needs, please briefly summarize the principal product deliverables, along with the required horizontal and vertical accuracy specifications.
2. **Horizontal Datum and Geoid:** Our existing aerial basemap horizontal datum references NAD1983 (2007 adjustment) and NAVD88 (Geoid09). Please briefly discuss the differences between NAD1983 (2007 adjustment) and NAD1983 (National Adjustment 2011). Likewise, please briefly describe any advantages or problems related to using Geoid 12B rather than Geoid09 for calculating orthometric heights.
3. **Proposed Imaging Sensor Platform:** Please describe the imaging sensor that you propose for use for this project. Describe why the proposed sensor was chosen for this project, with particular regard to sensor specifications and capabilities, advantages, and any limitations.
4. **Proposed LiDAR Sensor Platform:** Please describe the LiDAR sensor that you propose for use for this project. Describe why the proposed sensor was chosen for this project, with particular regard to sensor specifications and capabilities, advantages, and any limitations.
5. **Quality Level 0 or Quality Level 1 Experience:** Have you successfully delivered LiDAR projects to clients that have an Aggregate Nominal Point Density  $\geq 6$  ppsm and NVA RMSEz of 5cm? If so, please show point cloud data samples, and the NVA checkpoint results as part of the web meeting presentation. If you have not delivered a project with the aforementioned specifications, please provide the same information for a Lidar project of your choice that you have completed and delivered to a client.
6. **Interim Year Imagery:** Tallahassee-Leon County GIS requires annual imagery to maintain data currency with regard to several internal City and County needs. Please detail your proposal for countywide 6-inch resolution or better imagery for the interim years (2019 and 2020). Do you have the capability of delivering oblique imagery, either in-house or through a subcontract relationship?
7. **Interim Year Updates to the Topographic and Planimetric Basemap:** Inevitably, construction projects will be completed after the initial 2018 flight. Can you propose a strategy for capturing a limited number of localized basemap updates? These updates would be relatively small areas, (100 acres or less). Traditional airborne or UAS solutions could be considered. Please describe the process for collecting imagery, producing a DEM, new contours, and planimetric updates from the new data. Please describe the process of integrating these updates into the seamless 2018 basemap, addressing any particular advantages and potential pitfalls associated with either method.
8. **Project Management Strategy:**  
Please describe your Project Management approach and philosophy, with particular regard to the client-contractor partnership, client accessibility, project-related communication, the time period for the client to review data deliverables, and client submission of edit calls for corrections. What is your flexibility regarding reasonable changes to the Project Scope or deliverables that may occur due to the unanticipated changes in the needs of our user community?

Individual and Aggregate Final Scores and Rankings for Shortlisted Firms for BC-02-09-17-18

RFP Title: Request for Proposals for Aerial Photography, Survey Control, Aerotriangulation, LiDar Survey, and Planimetric and Topographic Mapping												
Proposal Number: BC-02-09-17-18												
	Dewberry				Merrick				Sanborn			
Criteria	NE	GM	KM	SW	NE	GM	KM	SW	NE	GM	KM	SW
Question 1: Project Summary	10	9	10	10	8	8	8	9	10	8	9	6
Question 2: Horizontal Datum and Geoid	9	10	10	10	9	7	10	9	10	7	10	8
Question 3: Proposes Imaging Sensor Platform	9	6	8	10	9	6	7	9	9	7	9	7
Question 4: Proposed Lidar Sensor Platform	9	8	10	10	9	6	8	9	9	6	9	7
Question 5: QL 0 or QL 1 Experience	9	8	6	10	9	9	9	9	10	6	8	7
Question 6: Interim Year Imagery	9	7	9	10	9	7	8	10	9	7	9	7
Question 7: Interim Year Plan/Topo Updates	9	8	7	10	9	10	9	10	9	7	10	8
Question 8: Project Management Strategy	9	7	10	10	8	6	9	10	9	8	8	7
TOTAL	73	63	70	80	70	59	68	75	75	56	72	57
AVERAGE	226				215.75				217.25			

Nawfal Ezzagaghi	Dewberry	Merrick	Sanborn
Criteria			
Question 1: Project Summary	10	8	10
Question 2: Horizontal Datum and Geoid	9	9	10
Question 3: Proposes Imaging Sensor Platform	9	9	9
Question 4: Proposed Lidar Sensor Platform	9	9	9
Question 5: QL 0 or QL 1 Experience	9	9	10
Question 6: Interim Year Imagery	9	9	9
Question 7: Interim Year Plan/Topo Updates	9	9	9
Question 8: Project Management Strategy	9	8	9
TOTAL	73	70	<b>75</b>

Greg Mauldin	Dewberry	Merrick	Sanborn
Criteria			
Question 1: Project Summary	9	8	8
Question 2: Horizontal Datum and Geoid	10	7	7
Question 3: Proposes Imaging Sensor Platform	6	6	7
Question 4: Proposed Lidar Sensor Platform	8	6	6
Question 5: QL 0 or QL 1 Experience	8	9	6
Question 6: Interim Year Imagery	7	7	7



Question 7: Interim Year Plan/Topo Updates	8	10	7
Question 8: Project Management Strategy	7	6	8
TOTAL	<b>63</b>	59	56

Ken Morris	Dewberry	Merrick	Sanborn
Criteria			
Question 1: Project Summary	10	8	9
Question 2: Horizontal Datum and Geoid	10	10	10
Question 3: Proposes Imaging Sensor Platform	8	7	9
Question 4: Proposed Lidar Sensor Platform	10	8	9
Question 5: QL 0 or QL 1 Experience	6	9	8
Question 6: Interim Year Imagery	9	8	9
Question 7: Interim Year Plan/Topo Updates	7	9	10
Question 8: Project Management Strategy	10	9	8
TOTAL	70	68	<b>72</b>

Scott Weisman	Dewberry	Merick	Sanborn
Criteria			
Question 1: Project Summary	10	9	6
Question 2: Horizontal Datum and Geoid	10	9	8
Question 3: Proposes Imaging Sensor Platform	10	9	7
Question 4: Proposed Lidar Sensor Platform	10	9	7
Question 5: QL 0 or QL 1 Experience	10	9	7
Question 6: Interim Year Imagery	10	10	7
Question 7: Interim Year Plan/Topo Updates	10	10	8
Question 8: Project Management Strategy	10	10	7
TOTAL	<b>80</b>	75	57

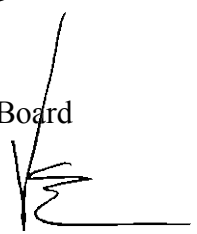
**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #23**

# Leon County Board of County Commissioners

## Agenda Item #23

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Bid Award to Dowdy Plumbing Co. in the Amount of \$395,500 for the Construction of the St. Marks Headwaters Greenway, Baum Rd. Trail Head

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Office of Resource Stewardship Tony Park, P.E., Director, Public Works
<b>Lead Staff/ Project Team:</b>	Leigh Davis, Director, Parks & Recreation Chris Muehlemann, Chief of Engineering Design

### **Statement of Issue:**

This item seeks approval to award bid to Dowdy Plumbing Company in the amount of \$395,500 for the construction of the St. Marks Headwaters Greenway, Baum Rd. trail head. This is Phase I of improvements to St. Marks Headwaters Greenway and will serve to get the property open and available to the public.

### **Fiscal Impact:**

This item has been budgeted and adequate funding is available. Construction of the trail head will include parking capacity for up to ten equestrian trailers, five cars/trucks and one ADA pad; three picnic pavilions; an informational kiosk; and approximately three miles of trail.

### **Staff Recommendation:**

Option #1: Approve Agreement awarding bid to Dowdy Plumbing Co. in the amount of \$395,500 for the construction of the St. Marks Headwaters Greenway, Baum Rd. trail head (Attachment #1) and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

In 2007, the County completed the acquisition of three parcels located at the corner of Baum and Bucklake Roads. The acquisitions were made possible through a combination of funding from Blueprint 2000, Florida Communities Trust (FCT) and Leon County. In 2012, the Blueprint 2000 Intergovernmental Agency (IA), authorized the transfer of an additional \$1.5 million for physical improvements to the park (trails, shelters, parking, kiosks, restoration, etc.) for use by the public.

The St. Marks Headwaters Greenway is essential to the following FY2017-FY2021 Strategic Initiatives and Bold Targets that the Board approved at the January 24, 2017 meeting:

- Implement the Tallahassee-Leon County Greenway Master Plan (2016-24C)
- Evaluate additional trail expansion opportunities (2016-24D)
- Add environmental education kiosks, trail markings/mapping at Greenways and Parks (2016-20)
- Construct 30 miles of sidewalks, greenways and trails (T8)
- Open 1,000 new park lands to the public (T12)

These particular Strategic Initiatives align with the Board's Strategic Priorities for Quality of Life and Environment:

- (Q1) Maintain and enhance our parks and recreational offerings and green spaces
- (Q6) Promote livability, health and sense of community by enhancing mobility, encouraging human scale development and creating public spaces for people
- (EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems

Design and permitting of the Phase I – Baum Rd. trail head began in 2015. The design process included site visits with Florida Communities Trust, Florida Fish and Wildlife, DSEM, and Division of Engineering's Water Quality staff; meetings with the Southern Trail Riders Association; and a public meeting. Permitting was completed at the end of 2016, and the bid specifications were completed shortly after the first of the year.

### **Analysis:**

The Invitation to Bid (ITB) for the St. Marks Greenway, Phase I was advertised locally on March 26, 2017 (BC-04-27-17-34). A copy of the ITB is available at the Division of Purchasing. A total of 348 vendors were notified through the automated procurement system. Forty-six vendors requested bid packages. The County received two bids on April 27, 2017. The bidders were: Allen's Excavation and Dowdy Plumbing.

The lowest responsive bidder is Dowdy Plumbing for a bid price of \$395,500 (Attachment #2).

Company	Base Bid
Dowdy Plumbing	\$395,500
Allen's Excavation	\$408,800

This is a unit price contract and the Contractor will be paid based on the actual quantity used for each individual pay item (Attachment #3).

The Minority, Women and Small Business Enterprise (MWSBE) Division reviewed MWBE Participation Plans, submitted by the two bidding firms, to determine if the 17% MBE and 9% WBE targets were achieved for the Construction bid (Attachment #4). All bidders either met or exceeded the aspirational targets.

**Options:**

1. Approve the Agreement awarding bid to Dowdy Plumbing in the amount of \$395,500 for construction of the St. Marks Headwaters Greenway, Baum Rd. trail head and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to Dowdy Plumbing in the amount of \$395,500 for construction of the St. Marks Headwaters Greenway, Baum Rd. trail head.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Draft Agreement with Dowdy Plumbing
2. Bid Tabulation Sheet
3. Bid Pricing Sheet
4. MWSBE Analysis

## 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 DOWDY PLUMBING COORPORATION, 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 the Invitation to Bid # BC-04-27-17-34, St. Marks Headwaters, Phase I, Baum Road to Equestrian Trailhead, which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission which is attached hereto as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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

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

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred twenty (120) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount set according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, January 2017 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

3. 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.

4. 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: Leigh Davis  
Street Address: 1907 S. Monroe St.  
City, State, Zip Code: Tallahassee, FL 32301  
Telephone: 850-606-1475  
E-mail: davisle@leoncountyfl.gov

B. The Contractor's Project Manager is:

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

C. Proper form for a payment request for this contract is:

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

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

5. 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.

6. 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, 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.
- 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.

7. PERMITS

The Contractor shall pay for all necessary permits as required by law.

8. 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.

9. 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.

10. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No.(enter bond number)

BY THIS BOND, We \_\_\_, as Principal and a corporation, as Surety, are bound to \_\_\_, herein called Owner, in the sum of \$ \_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the \_\_\_ contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the       day of       , 2013.

(Name of Principal)

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

#### 11. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

#### 12. 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**

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. REVISIONS

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

21. VENUE

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

22. CONSTRUCTION

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

23. CONFLICTING TERMS AND CONDITIONS

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

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-04-27-17-34

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

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

**DOWDY PLUMBING COORPORATION**

By: \_\_\_\_\_  
President or designee

Printed  
Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

**Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308**

**I. INSTRUCTION TO BIDDERS**

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. \_\_\_\_\_  
Board of County  
Commissioners Leon County  
Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

**NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.**

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead****Bid No: BC-04-27-17-34****Opening Date: April 27, 2017 at 2:00 PM****PURPOSE:**

Leon County is seeking the services of qualified vendor to construct Phase I of the St. Marks Headwater Greenway. The work consists of access driveway, parking, pavilions with foundations, kiosk, portable restroom pad, stormwater facilities, fencing, landscaping, trail cleaning & grubbing and other improvements as shown on the construction plans.

The Contractor shall provide all labor, tools, equipment, materials, required machinery and supervision to complete the project for a turn-key operation as described in the construction documents. Unless otherwise identified in the contract documents, the primary contractor shall also be responsible for the scheduling of all inspections and permitting with oversight agency as necessary for proper execution and completion of the work described on the plans and specifications.

FWC will need to be contacted once the Contractor has flagged the trail prior to any clearing and grubbing of the trail for location approval. An ARM trained professional (supplied by owner) will be on-site during development.

The Owner has retained Registe, Sliger Engineering, Inc. as the engineer of record and has developed plans and specifications accordingly. Registe, Sliger Engineering, Inc. shall provide assistance to the Owner for administration of the contract and may serve as the Owners representative when directed for site compliance and assist in the certification for payments.

Subcontractors to be utilized on the project shall be listed in the appropriate blocks on the MWSBE form. Any sub-contractor listed that the Owner has knowledge of that the Owner believes may not be a good fit for this project will be discussed and decide upon prior to the notice to proceed being issued. The Contractor shall be responsible for compliance of the sub-contractors during the performance of work. Sub-contractors do not have the ability to sub-sub-contract for any services to be performed at any time for this project.

A workable copy of the unit price sheet may be found in excel format at:

<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>

**SCHEDULE OF EVENTS**

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, the County will post the changes on the County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

<b>Table 1 - Schedule of Events</b>	
<b>Date and Time (all eastern time)</b>	<b>Event</b>
March 26, 2017	<b>Release of the ITB</b>
April 12, 2017 at 10:00 a.m.	<b>MANDATORY PRE-BID MEETING:</b> Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
<b>Not later than:</b> April 17, 2017 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.



**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

<b>Not later than:</b> April 27, 2017 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE:</b> Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
---	---

**BID INFORMATION AND CLARIFICATION:**

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail [kelleys@leoncountyfl.gov](mailto:kelleys@leoncountyfl.gov) and [tobind@leoncountyfl.gov](mailto:tobind@leoncountyfl.gov). **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than the last day for questions listed in schedule of events, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

**ADDENDA TO SPECIFICATIONS**

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

**PROHIBITED COMMUNICATIONS**

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

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

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

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

**REGISTRATION:**

Bidders which obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.

**CONTRACTOR'S QUALIFICATIONS**

The primary contractor shall be prequalified by FDOT in the Grading, Grassing, Seeding and Sodding. All materials used on this project shall be on the FDOT's Approved Product List, or shall be from a plant certified by a program accepted by FDOT, as applicable.

**PREPARATION AND SUBMISSION OF BID:**

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

**REJECTION OF BIDS:**

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

**RECEIPT AND OPENING OF BIDS:**

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will not be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

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

**WITHDRAWAL OF BIDS:**

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

**AWARD OF BIDS/BID PROTEST:**

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

Notice of the Intended Decision will be posted on the County website at: <http://www.leoncountyfl.gov/Procurementconnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

**PLANHOLDERS**

As a convenience to bidders, the County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect> by simply clicking the planholder link on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone numbers and email address is designed to assist bidders in preparation of their responses.

**BID GUARANTEE:**

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

**OCCUPATIONAL LICENSES AND REGISTRATIONS:**

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

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

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

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

---

**UNAUTHORIZED ALIEN(S)**

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

**MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES**

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

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
  - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
  - b. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
  - c. Provide increased levels of information and assistance available to MBE-s and WBEs.
  - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term Certified Minority Women Business Enterprise (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each 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:

Cristina Paredes, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7559 or by email [CParedes@oevforbusiness.org](mailto:CParedes@oevforbusiness.org)

**Alternates:**

LaTanya Raffington, MWSBE Coordinator by email at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org)

Shanea Wilks, MWSBE Coordinator by email at [swilks@oevforbuisness.org](mailto:swilks@oevforbuisness.org)

Respondent **must complete** and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by M/WBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared B or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.
- c. Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets:	Minority Business Enterprise - 17%
	Woman Business Enterprise - 9%

5. Definitions for the above targets follow:

- a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County-s MWBE Program, shall be considered eligible for MWBE Certification.
- b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

- 1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
- 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
- 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
- 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBE-s, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

**LOCAL PREFERENCE IN PURCHASING AND CONTRACTING**

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
  - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

- 
- b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

- 2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:

- a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.

- b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

- 3. Local business definition. For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

- 3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

**INSURANCE:**

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.



**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

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

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

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

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

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not



**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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

**AGREEMENT:**

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

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

**PURCHASES BY OTHER PUBLIC AGENCIES:**

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

**PUBLIC ENTITY CRIMES STATEMENT:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

---

**MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:**

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

**IDENTICAL TIE BIDS:**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form. Failure to submit a completed form may result in the bid being determined as non-responsive.

**ETHICAL BUSINESS PRACTICES**

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

**II. CONTRACT PROVISIONS**

**PAYMENT AND PERFORMANCE BOND**

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with \_\_\_\_\_ labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the \_\_\_\_\_ contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney-s fees, including appellate proceedings, that Owner \_\_\_\_\_ sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then \_\_\_\_\_ this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety-s obligation under this bond.

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(Name of Principal)

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

#### TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred twenty (120) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount set according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, January 2017 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

---

**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.

**CONSTRUCTION SITE SIGNAGE**

Contractor shall provide appropriate construction site signage to be placed at a site approved in advance by the County Project manager. Sign is to be diagrammed by the contractor with approval of a proof to be made by the Director of Facilities Management prior to being ordered or erected. Signage shall meet the following specifications:

The sign will be made from a 4 ft. x 8 ft. sheet of 3/4 inch exterior grade BC plywood. The plywood shall be painted with White Enamel Gloss. The temporary sign shall be mounted on 4x4 pressure treated posts with a minimum of 2 feet of burial, and 6 feet of exposed height for maximum visibility.

Lettering shall be a non-serif block print in black type. Any logos used must have prior written consent for use of the respective entities. The sign content shall consist of the following:

- 1) Leon County project name
- 2) Leon County Seal
- 3) Names and District of each of the Leon County Board Of County Commissioner with the Chairman and Vice Chairman appropriately identified
- 4) Name of County Administrator and County Attorney
- 5) Name of Director of Facilities Management & Construction
- 6) Name of General Contractor with major subcontractors

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

- 
- 7) Name of Architect with consultants
  - 8) Name and logo of major material manufacturers (where appropriate and approved by County)

#### PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

#### STATUS

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

#### AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of 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.
7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**  
**Bid No: BC-04-27-17-34**  
**Opening Date: April 27, 2017 at 2:00 PM**

---

#### MONITORING

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

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

#### RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

#### TERMINATION

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

#### WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

#### WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

#### PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

#### CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

---

**ASSIGNMENT**

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

**INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney-s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

**TERMS AND CONDITIONS**

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

**PENALTIES:**

*BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**  
**Bid No: BC-04-27-17-34**  
**Opening Date: April 27, 2017 at 2:00 PM**

---

**BID CHECKLIST:**

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- \_\_\_\_\_ Completed Bid Response Sheet with Manual Signature
- \_\_\_\_\_ Affidavit Immigration Laws
- \_\_\_\_\_ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- \_\_\_\_\_ Identical Tie Bid Statement
- \_\_\_\_\_ Insurance Certification Form
- \_\_\_\_\_ Contractor's Business Information Form
- \_\_\_\_\_ Non Collusion Affidavit
- \_\_\_\_\_ Certification/Debarment Form
- \_\_\_\_\_ Applicable Licenses/Registrations

DRAFT



**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**  
**Bid No: BC-04-27-17-34**  
**Opening Date: April 27, 2017 at 2:00 PM**

---

**BID RESPONSE SHEET**

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

Shelly W. Kelley  
Purchasing Director

John E. Daily  
Chairman

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

BY \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_

(Authorized Representative)

\_\_\_\_\_

(Printed or Typed Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

\_\_\_\_\_

FAX \_\_\_\_\_

\_\_\_\_\_

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials

Addendum #2 dated \_\_\_\_\_ Initials

Addendum #3 dated \_\_\_\_\_ Initials

Total from Unit Price Sheet: \_\_\_\_\_

Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead

Bid No: BC-04-27-17-34

Opening Date: April 27, 2017 at 2:00 PM



ORIGINAL

BID RESPONSE SHEET

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

Shelly W. Kelley  
Purchasing Director

John E. Daily  
Chairman

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

Dowdy Plumbing Corproation

(Firm Name)

BY

*[Signature]*  
(Authorized Representative)

H. Richard Dowdy

(Printed or Typed Name)

4425 Entrepot Boulevard

ADDRESS

Tallahassee, FL 2310

EMAIL ADDRESS

jmilller@dowdyplumbing.com

TELEPHONE

850-656-1211

FAX

850-877-1699

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 04/19/17 Initials

Addendum #2 dated \_\_\_\_\_ Initials

Addendum #3 dated \_\_\_\_\_ Initials

Total from Unit Price Sheet: \$395,500.00

Three Hundred Ninety Five Thousand Five Hundred Dollars and Zero Cents

RECEIVED  
2017 APR 27 PM 12 39  
PURCHASING DIVISION  
LEON COUNTY

Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead

Bid No: BC-04-27-17-34

Opening Date: April 27, 2017 at 2:00 PM

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act (AINA)).

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Dowdy Plumbing Corporation

Signature: [Signature] Title: CEO

STATE OF FL  
COUNTY OF Leon

Sworn to and subscribed before me this 27<sup>th</sup> day of April, 2017.

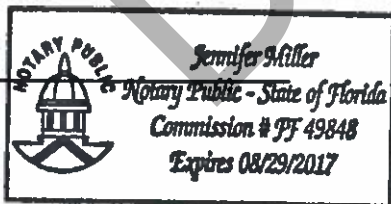
Personally known ✓

[Signature]  
NOTARY PUBLIC

OR Produced identification

Notary Public - State of FL

(Type of identification)



My commission expires: 08/29/17

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: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

## MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

**Respondent:** Dowdy Plumbing Corporation

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

A Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

**DIRECTIONS:** Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

### SECTION 1 - ASPIRATIONAL TARGET FOR MWBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

### SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as A Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
  - 9 a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared B or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
  - 9 b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE

**Bid Title: St Marks Headwaters Greenway, Phase I, Baum Rd to Equestrian Trailhead**

**Bid No: BC-04-27-17-34**

**Opening Date: April 27, 2017 at 2:00 PM**

subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

- 9 c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- 9 d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- 9 e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- 9 f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- 9 g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- 9 h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

2. Prime contractors will negotiate in good faith with interested MWSBE-s, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE-s seeking subcontracting opportunities.
3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

**PARTICIPATION PLAN FORM continued on following pages.**

### SECTION 3 – RESPONDENT'S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) <sup>1</sup>	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
<b>Minority and Women Business Enterprise(s)</b>					
a. RJW Construction	8245 Blackjack Rd Tall, FL 32305	850-251-7123	B	\$67,235	Concrete sidewalks & flatwork Concrete Pavers
b. Poole Engineering	2145 Delta Ln Tall, FL 32303	850-386-5117	F	\$25,000	Layout & Asbuilts
c. Bannerman Landscaping	2931 Kerry Forest Pkwy Tall, FL 32309	850-668-1189	F	\$24,537.12	Landscaping
d.					
e.					
f.					
Total Bid Amount \$ 395,500		Total MWBE Participation \$ \$117,037.12			MBE Participation % 17 WBE Participation % 12.5 (MBE or WBE Participation \$ Total Bid \$) 395,500

<sup>1</sup> Certification Attach and submit a copy of each MBE and WBE certification with the proposal.

<sup>2</sup> Ethnic Group Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.

**Bid Title:**  
**Bid Number:** BC-XX-XX-XX-XX  
**Opening Date:**

#### SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. Entech Enterprises	384 Sharber Road Bainbridge, GA 39817	229-205-0477	\$14,000	Pavillions & Kiosks
b. B&T Fencing	5159 Woodlane Circl Tallahassee, FL 32303	850-942-1003	\$21,080	Fencing
c. The Sod Father	44055 Widegon Way Tallahassee, FL 32303	850-556-9763	\$10,000	Sodding
d. Dixie Paving	1085 Commerce Blvd Midway, FL 32343	850-562-9873	\$5,000	Asphalt Paving
e.				
f.				
g.				
h.				

Bid Title:  
Bid Number: BC-XX-XX-XX-XX  
Opening Date:

---

**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: \_\_\_\_\_

CEO

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Dowdy Plumbing Corporation

Address: \_\_\_\_\_

4425 Entrepot Boulevard Tallahassee FL 32310

DRAFT



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

CEO

\_\_\_\_\_  
Title

04/27/2017

\_\_\_\_\_  
Date

Bid Title:  
Bid Number: BC-XX-XX-XX-XX  
Opening Date:

### CONTRACTOR'S BUSINESS INFORMATION

#### COMPANY INFORMATION

Name: Dowdy Plumbing Corporation	
Street Address: 4425 Entrepot Boulevard	
City, State, Zip: Tallahassee, FL 323100	
Taxpayer ID Number: 59-3289030	
Telephone: 850-656-1211	Fax: 850-877-1699
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 checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida

Date Established: 01/23/1995

#### 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
H. Richard Dowdy	CEO	850-656-1211	richard@dowdyplumbing.com

**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: H.Richard Dowdy	
License Type: Plumbing	
License Number: CFC057654	Expiration Date:
Qualified Business License (certificate of authority) number: William A Atkinson	
Alternate Licensee: CUC1224746	
License Type: Site & Underground Utilities	
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	U.S Specialty Insurance Company
Contact's Name	Greene Hazel - Brad Bush
Telephone	904-398-1234
Fax	
Address	10739 Deerwood Park Blvd Jacksonville, FL 32256

**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 (\$):  15 million	Has your application for surety bond ever been declined?  Yes <input type="radio"/> No <input checked="" type="radio"/>  <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 <input type="radio"/> No <input checked="" type="radio"/>  <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 27<sup>th</sup> DAY OF April, 2017.

By: [Signature] Title: CEO

Printed Name and Title: H. Richard Dowdy CEO

DRAFT

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,

Dowdy Plumbing Corporation  
(Name of Corporation, Partnership, Individual, etc.)  
Plumbing & Underground Utility, formed under the laws of FL  
(Type of Business) (State or Province)  
of which he/she is CEO  
(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.

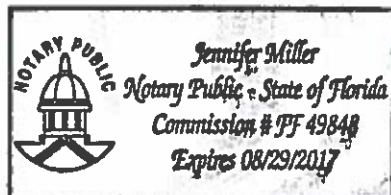
[Signature]  
AFFIANT-S NAME

CEO  
AFFIANT-S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 27<sup>th</sup> Day of April, 2017.

Personally Known ✓ Or Produced Identification

Type of Identification



[Signature]  
NOTARY PUBLIC  
(Print, Type or Stamp Commissioned Name of Notary Public)  
My Commission Expires: 08/29/17

**Bid Title:**  
**Bid Number: BC-XX-XX-XX-XX**  
**Opening Date:**

### 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:

A++

XV

Business Auto:

Indicate Best Rating:  
Indicate Best Financial Classification:

A++

XV

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

☒ YES      NO

Indicate Best Rating:

A

Indicate Best Financial Classification:

X

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

---

---

---

---

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

☒ YES      NO

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

**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 Employers Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Workers' Compensation & Employers Liability.

Please mark the appropriate box:

Coverage is in place ☒ Coverage will be placed, without exception ☐

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

Name Lynda Turner  
Typed or Printed

Signature Lynda Turner

Date 4/27/2017

Title Agent  
(Company Risk Manager or Manager with Risk Authority)

Bid Title:  
Bid Number: BC-XX-XX-XX-XX  
Opening Date:

---

**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

CEO

\_\_\_\_\_  
Title

Dowdy Plumbing Corporation

\_\_\_\_\_  
Contractor/Firm

4425 Entrepot Boulevard

\_\_\_\_\_  
Address



Bid Title:  
Bid Number: BC-XX-XX-XX-XX  
Opening Date:

---

### CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

- a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.
- b. The term Atrade contractor shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

---

☒ Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.

- 9 Bidder agrees to engage not less than \_\_\_\_\_ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

Dowdy Plumbing Corporation

\_\_\_\_\_  
(Firm Name)

BY

  
\_\_\_\_\_  
(Authorized Representative)

H. Richard Dowdy

\_\_\_\_\_  
(Printed or Typed Name)

04/27/2017

DATE

Bid Title:  
Bid Number: BC-XX-XX-XX-XX  
Opening Date:

### LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: Dowdy Plumbing Corporation	
Current Local Address:  4425 Entrepot Boulevard Tallahassee, FL	Phone: 8506561211  Fax: 8508771699
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone:  Fax:

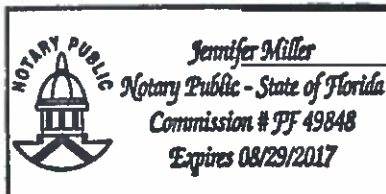
[Signature] 04/27/2017  
Signature of Authorized Representative Date

STATE OF FL  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 27th day of April, 2017  
By H. Richard Dowdy, CEO of Dowdy Plumbing Corporation  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
a FL Corporation, on behalf of the corporation. He is personally known to me  
(State or place of incorporation)  
or has produced \_\_\_\_\_ as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308



Jennifer Miller  
Signature of Notary  
Jennifer Miller  
Print, Type or Stamp Name of Notary  
Notary Public  
Title or Rank  
FF-49848  
Serial Number, If Any



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**ATKINSON, WILLIAM ANDREW  
DOWDY PLUMBING CORPORATION  
3214 OLD BAINBRIDGE RD  
TALLAHASSEE FL 32303**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CUC1224746	

**The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018**

**ATKINSON, WILLIAM ANDREW  
DOWDY PLUMBING CORPORATION  
3214 OLD BAINBRIDGE RD  
TALLAHASSEE FL 32303**



**ISSUED: 08/07/2016**

**DISPLAY AS REQUIRED BY LAW**

**Posted On: 08/07/2016 10:03:30 p.m.**



# CERTIFICATE OF LIABILITY INSURANCE

DOWDY-2

OP ID: LT

DATE (MM/DD/YYYY)

04/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of FL, Inc. 3520 Thomasville Rd #500 Tallahassee, FL 32309 Greg Jaap	<b>CONTACT NAME:</b> Lynda Turner <b>PHONE (A/C, No, Ext):</b> 850-701-0442 <b>FAX (A/C, No):</b> 850-656-4065 <b>E-MAIL ADDRESS:</b> lturner@bttally.com														
<b>INSURED</b> <b>Dowdy Plumbing Corporation</b> 4425 Entrepot Blvd Tallahassee, FL 32311	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A : Zenith Insurance Company</b></td> <td><b>13269</b></td> </tr> <tr> <td><b>INSURER B : Travelers Prop Cas Co of Amer</b></td> <td><b>25674</b></td> </tr> <tr> <td><b>INSURER C : Travelers Indemnity Company</b></td> <td><b>25666</b></td> </tr> <tr> <td><b>INSURER D : Travelers Indem Co of America</b></td> <td><b>25666</b></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Zenith Insurance Company</b>	<b>13269</b>	<b>INSURER B : Travelers Prop Cas Co of Amer</b>	<b>25674</b>	<b>INSURER C : Travelers Indemnity Company</b>	<b>25666</b>	<b>INSURER D : Travelers Indem Co of America</b>	<b>25666</b>	<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A : Zenith Insurance Company</b>	<b>13269</b>														
<b>INSURER B : Travelers Prop Cas Co of Amer</b>	<b>25674</b>														
<b>INSURER C : Travelers Indemnity Company</b>	<b>25666</b>														
<b>INSURER D : Travelers Indem Co of America</b>	<b>25666</b>														
<b>INSURER E :</b>															
<b>INSURER F :</b>															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CO2J01452A	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BA2J03091217CNS	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2J080128	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z127043603	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Installation Fltr</b>			QT6602J095676TIL17	03/01/2017	03/01/2018	Limit 250,000
B	<b>Equipment Fltr</b>			QT6602J095676TIL17	03/01/2017	03/01/2018	R/L Equip 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid No. BC-04-27-17-34 - St Marks Headwaters Greenway, Phase 1, Baum Rd to Equestrian Trailhead, Leon County BOCC is included as an additional insured with regard to general liability and auto liability coverage as required by written contract or agreement. General Liability is primary and noncontributory. 30 Day Notice of Cancellation/10 Day for Nonpayment.

## CERTIFICATE HOLDER

## CANCELLATION

<b>LEONCO8</b>  Leon County BOCC 301 S. Monroe Street Tallahassee, FL 32301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

## St. Mark's Headwaters Greenway - Phase I

Page 1 of 1

ITEM NUMBER	SUMMARY OF ITEMS PHASE I ONLY	UNIT	QUANTITY	UNIT COST	TOTAL COST
0101 1	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00
102 1	MAINTENANCE OF TRAFFIC	LS	1	\$5,921.80	\$5,921.80
0104 10 3	SEDIMENT BARRIER	LF	1712	\$4.00	\$6,848.00
LC-001	TREE PROTECTION BARRICADE	LF	196	\$7.00	\$1,372.00
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	1	\$2,500.00	\$2,500.00
0110 1 1A	CLEARING & GRUBBING (EQUESTRIAN TRAIL ONLY)	AC	3.26	\$3,750.00	\$12,225.00
0110 1 1B	CLEARING & GRUBBING (TRAILHEAD)	AC	2.01	\$4,179.10	\$8,400.00
0120 1	REGULAR EXCAVATION	CY	508	\$13.00	\$6,604.00
0120 2 2	BORROW EXCAVATION, TRUCK MEASURE	CY	105	\$20.00	\$2,100.00
0160 4	TYPE B STABILIZATION	SY	7818	\$3.50	\$27,363.00
0162 1 11	PREPARED SOIL LAYER, FINISH SOIL, 6"	SY	2778	\$8.00	\$22,224.00
LC-002	6" WIDE BIKE RACK	AS	1	\$1,000.00	\$1,000.00
0285 706	OBG 6 (LIMEROCK BASE, LBR 100)	SY	1034	\$9.00	\$9,306.00
0334 1 52	TYPE SP 12.5 SUPERPAVE ASPHALT (TRAFFIC B)	TN	26 9	\$200.00	\$5,380.00
0520 2 5	RIBBON CURB, COMPLETE INCL STEEL	LF	491	\$15.00	\$7,365.00
0522 1	CONCRETE SIDEWALK AND SLABS, 4" THICK	SY	125	\$50.00	\$6,250.00
0522 2	CONCRETE SLABS AND DRIVEWAYS, 6" THICK	SY	51	\$60.00	\$3,060.00
LC-003	WOOD RAIL "PINELLAS STYLE" FENCE, F&I	LF	1128	\$19.60	\$22,108.80
0542 70	CONCRETE BUMPER GUARD FOR PARKING LOT, F&I	AS	6	\$60.00	\$360.00
0550 60 225	FENCE GATE, TYP B, DBL, 24' OPENING	EA	1	\$1,380.00	\$1,380.00
0570 1 2	PERFORMANCE TURF, SOD	SY	3475	\$3.50	\$12,162.50
LC-004	TEMPORARY IRRIGATION, WATERING TRUCK	LS	1	\$3,500.00	\$3,500.00
LC-005	LIVE OAK (3" CAL., 65 GAL.)	EA	5	\$1,000.00	\$5,000.00
LC-006	DD BLANCHARD MAGNOLIA (2" CAL., 30 GAL.)	EA	6	\$390.00	\$2,340.00
LC-007	BLACK GUM (1" CAL., 15 GAL.)	EA	3	\$195.00	\$585.00
LC-008	LONGLEAF PINE (1" CAL., 15 GAL.)	EA	22	\$137.00	\$3,014.00
LC-009	IRONWOOD (1" CAL., 15 GAL.)	EA	3	\$145.00	\$435.00
LC-010	SAW PALMETTO (7 GAL.)	EA	38	\$140.00	\$5,040.00
LC-011	NATIVE YAUPON (7 GAL.)	EA	21	\$74.00	\$1,554.00
LC-012	PINK MUHLY (1 GAL.)	EA	340	\$7.20	\$2,448.00
LC-013	WIRE GRASS (1 GAL.)	EA	330	\$8.10	\$2,673.00
LC-014	COONTIE (1 GAL.)	EA	170	\$14.07	\$2,391.90
LC-015	MULCH/EDGING/MISC. LANDSCAPING	LS	1	\$3,380.00	\$3,380.00
0700 1 11	SINGLE POST SIGN, F&I, UP TO 12 SF	AS	2	\$350.00	\$700.00
0710 90	PAINTED PAVEMENT MARKINGS	LS	1	\$1,500.00	\$1,500.00
LC-016	KIOSK W/BENCH, F&I (RCP SLF-G8-2P-04-MB-B or Approved Equal) W/STEEL POSTS, COMPLETE INCL FOUNDATION	LS	1	\$10,000.00	\$10,000.00
LC-017	PAVILION, F&I (RCP LW-SQ12-04 or Approved Equal) W/10' +/- STEEL POSTS, COMPLETE INCL FOUNDATION	LS	3	\$19,000.00	\$57,000.00
LC-018	6" CONLOCK II OPEN CONCRETE BLOCK DRIVE/PARKING (OR APPROVED EQUAL)	SY	780	\$86.55	\$67,509.00
LC-019	CONSTRUCTION LAYOUT & TRAIL STAKEOUT	LS	1	\$30,000.00	\$30,000.00
LC-020	AS-BUILT SURVEY (INCL. LANDSCAPING)	LS	1	\$7,500.00	\$7,500.00
				<b>SUBTOTAL</b>	<b>\$395,500.00</b>
				<b>GRAND TOTAL</b>	<b>\$395,500.00</b>
<b>PAY ITEM NOTES</b>					
0101 1	INCLUDES COST OF ANY AND ALL CONTRACTOR SECURED PERMITS				
0120 2 2	INCLUDES COST OF ANY STRUCTURAL FILL				
0522 1	INCLUDES COST OF ALL REINFORCING AND THICKENED EDGE FOR THE PAVILION/KIOSK SLABS				
0522 2	INCLUDES COST OF ALL REINFORCING AND THICKENED EDGE FOR THE PORTABLE TOILET/ADA PARKING SLABS				
0570 1 2	ALL SOD SHALL BE CENTIPEDE AND INCLUDES THE COST OF NORTH AMERICAN GREEN P300				
LC-018	INCLUDES COST OF D-2 GEOSYNTHETIC REINFORCEMENT AND FILLING VOIDS WITH SELECT FILL				

**LEON COUNTY PURCHASING DIVISION  
BID TABULATION SHEET  
BC-04-27-17-34**

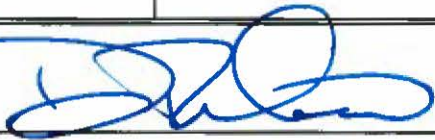
Attachment #2  
Page 1 of 1

**Bid Title: St. Marks Greenway, Phase I**

**Opening Date: Thursday, April 27, 2017 at 2:00 PM**

Item/Vendor	Altan's Excavation	Dowdy Plumbing	
Manual Signature	✓	✓	
Affidavit of Immigration	✓	✓	
MWBE	✓	✓	
Tie Bid	✓	✓	
Contractor Business	✓	✓	
Non Collusion	✓	✓	
Insurance	✓	✓	
Certificate Debarment	✓	✓	
Certificate of Trades	✓	✓	
Bond	✓	✓	
Bid Total	408,800	395,500	
No Bid:			

Tabulated By:






## St. Mark's Headwaters Greenway - Phase I

Page 1 of 9

ITEM NUMBER	SUMMARY OF ITEMS PHASE I ONLY	UNIT	QUANTITY	UNIT COST	TOTAL COST
0101 1	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00
102 1	MAINTENANCE OF TRAFFIC	LS	1	\$5,921.80	\$5,921.80
0104 10 3	SEDIMENT BARRIER	LF	1712	\$4.00	\$6,848.00
LC-001	TREE PROTECTION BARRICADE	LF	196	\$7.00	\$1,372.00
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	1	\$2,500.00	\$2,500.00
0110 1 1A	CLEARING & GRUBBING (EQUESTRIAN TRAIL ONLY)	AC	3.26	\$3,750.00	\$12,225.00
0110 1 1B	CLEARING & GRUBBING (TRAILHEAD)	AC	2.01	\$4,179.10	\$8,400.00
0120 1	REGULAR EXCAVATION	CY	508	\$13.00	\$6,604.00
0120 2 2	BORROW EXCAVATION, TRUCK MEASURE	CY	105	\$20.00	\$2,100.00
0160 4	TYPE B STABILIZATION	SY	7818	\$3.50	\$27,363.00
0162 1 11	PREPARED SOIL LAYER, FINISH SOIL, 6"	SY	2778	\$8.00	\$22,224.00
LC-002	6' WIDE BIKE RACK	AS	1	\$1,000.00	\$1,000.00
0285 706	OBG 6 (LIMEROCK BASE, LBR 100)	SY	1034	\$9.00	\$9,306.00
0334 1 52	TYPE SP 12.5 SUPERPAVE ASPHALT (TRAFFIC B)	TN	26.9	\$200.00	\$5,380.00
0520 2 5	RIBBON CURB, COMPLETE INCL STEEL	LF	491	\$15.00	\$7,365.00
0522 1	CONCRETE SIDEWALK AND SLABS, 4" THICK	SY	125	\$50.00	\$6,250.00
0522 2	CONCRETE SLABS AND DRIVEWAYS, 6" THICK	SY	51	\$60.00	\$3,060.00
LC-003	WOOD RAIL "PINELLAS STYLE" FENCE, F&I	LF	1128	\$19.60	\$22,108.80
0542 70	CONCRETE BUMPER GUARD FOR PARKING LOT, F&I	AS	6	\$60.00	\$360.00
0550 60 225	FENCE GATE, TYP B, DBL, 24' OPENING	EA	1	\$1,380.00	\$1,380.00
0570 1 2	PERFORMANCE TURF, SOD	SY	3475	\$3.50	\$12,162.50
LC-004	TEMPORARY IRRIGATION, WATERING TRUCK	LS	1	\$3,500.00	\$3,500.00
LC-005	LIVE OAK (3" CAL., 65 GAL.)	EA	5	\$1,000.00	\$5,000.00
LC-006	DD BLANCHARD MAGNOLIA (2" CAL., 30 GAL.)	EA	6	\$390.00	\$2,340.00
LC-007	BLACK GUM (1" CAL., 15 GAL.)	EA	3	\$195.00	\$585.00
LC-008	LONGLEAF PINE (1" CAL., 15 GAL.)	EA	22	\$137.00	\$3,014.00
LC-009	IRONWOOD (1" CAL., 15 GAL.)	EA	3	\$145.00	\$435.00
LC-010	SAW PALMETTO (7 GAL.)	EA	36	\$140.00	\$5,040.00
LC-011	NATIVE YAUPON (7 GAL.)	EA	21	\$74.00	\$1,554.00
LC-012	PINK MUHLY (1 GAL.)	EA	340	\$7.20	\$2,448.00
LC-013	WIRE GRASS (1 GAL.)	EA	330	\$8.10	\$2,673.00
LC-014	COONTIE (1 GAL.)	EA	170	\$14.07	\$2,391.90
LC-015	MULCH/EDGING/MISC. LANDSCAPING	LS	1	\$3,380.00	\$3,380.00
0700 1 11	SINGLE POST SIGN, F&I, UP TO 12 SF	AS	2	\$350.00	\$700.00
0710 90	PAINTED PAVEMENT MARKINGS	LS	1	\$1,500.00	\$1,500.00
LC-016	KIOSK W/BENCH, F&I (RCP SLF-G8-2P-04-MB-B or Approved Equal) W/STEEL POSTS, COMPLETE INCL FOUNDATION	LS	1	\$10,000.00	\$10,000.00
LC-017	PAVILION, F&I (RCP LW-SQ12-04 or Approved Equal) W/10' +/- STEEL POSTS, COMPLETE INCL FOUNDATION	LS	3	\$19,000.00	\$57,000.00
LC-018	6" CONLOCK II OPEN CONCRETE BLOCK DRIVE/PARKING (OR APPROVED EQUAL)	SY	780	\$86.55	\$67,509.00
LC-019	CONSTRUCTION LAYOUT & TRAIL STAKEOUT	LS	1	\$30,000.00	\$30,000.00
LC-020	AS-BUILT SURVEY (INCL. LANDSCAPING)	LS	1	\$7,500.00	\$7,500.00
SUBTOTAL					\$395,500.00
GRAND TOTAL					\$395,500.00
PAY ITEM NOTES:					
0101 1	INCLUDES COST OF ANY AND ALL CONTRACTOR SECURED PERMITS				
0120 2 2	INCLUDES COST OF ANY STRUCTURAL FILL				
0522 1	INCLUDES COST OF ALL REINFORCING AND THICKENED EDGE FOR THE PAVILION/KIOSK SLABS				
0522 2	INCLUDES COST OF ALL REINFORCING AND THICKENED EDGE FOR THE PORTABLE TOILET/ADA PARKING SLABS				
0570 1 2	ALL SOD SHALL BE CENTIPEDE AND INCLUDES THE COST OF NORTH AMERICAN GREEN P300				
LC-018	INCLUDES COST OF D-2 GEOSYNTHETIC REINFORCEMENT AND FILLING VOIDS WITH SELECT FILL				



### *Inter-Office Memorandum*

Date: May 1, 2017

To: Chris Muehlemann, Senior Design Engineer  
Engineering Services Division - Department of Public Works

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

Subject: St. Marks Headwaters Greenway Phase 1 (BC-04-27-17-34)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of four bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the St. Marks Headwaters Greenway Phase 1 Project. The submitted MWBE Participation Plans for each bidder are as follows:

**Dowdy Plumbing Corporation** met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Dowdy Plumbing Corporation** intends to utilize on this project.

Total Bid Amount		\$395,500			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
RJW Construction	African American Male	City of Tallahassee	Concrete Sidewalks, Flatwork, Concrete Pavers	\$67,235	17.0%
Poole Engineering	Non-Minority Female	City of Tallahassee	Layout and Asbuilts	\$25,000	6.3%
Bannerman Landscaping	Non-Minority Female	City of Tallahassee	Landscaping	\$24,537	6.2%
<b>Total MWBE \$</b>					<b>\$116,772</b>
<b>Total MWBE Utilization %</b>					<b>29.5%</b>



**Allen's Excavation, Inc.** met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Allen's, Inc.** intends to utilize on this project.

<b>Total Bid Amount</b>		<b>\$408,800</b>			
<b>Name of MWBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods &amp; Services</b>	<b>MWBE Dollars</b>	<b>MWBE Utilization Percentage</b>
Gaines & Sons Striping,	African American Male	City of Tallahassee	Striping, Asphalt Patching, and Concrete	\$69,500	17.0%
Bannerman Landscape, LLC	Non-Minority Female	City of Tallahassee	Landscaping	\$36,800	9.0%
<b>Total MWBE \$</b>					<b>\$106,300</b>
<b>Total MWBE Utilization %</b>					<b>26%</b>

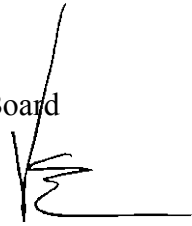
**Leon County  
Board of County Commissioners  
Notes for Agenda Item #24**

# Leon County Board of County Commissioners

## Agenda Item #24

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Ratification of the June 20, 2017 Fiscal Year 2018 Budget Workshop

---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Tim Barden, Budget Manager Josh Pascua, Management and Budget Analyst

### **Statement of Issue:**

This agenda item seeks ratification of Board actions taken at the June 20, 2017 Fiscal Year 2018 Budget Workshop. The FY 2018 Tentative Budget is \$253,602,980, a 3.05% increase from the FY 2017 Adopted Budget.

Based on the Property Appraiser's final July 1, 2017 taxable values, property tax collections are projected to be \$120,619 higher than forecasted at the June workshop. After funding the final budget adjustments from the June budget workshop, staff recommends the balance of the additional property tax revenue (\$87,783) be used to reduce the amount of budgeted fund balance from \$2.5 million to \$2.412 million.

### **Fiscal Impact:**

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

**Staff Recommendation:** See next page.

**Staff Recommendation:**

- Option #1: Ratify the actions taken by the Board during the June 20, 2017 FY 2018 Budget Workshop regarding the 11 Budget Workshop Items.
- Option #2: Pursuant to Leon County Policy No. 13-1, "Sidewalk Eligibility Criteria and Implementation" approve adding Gum Road, between Aenon Church Road to Capital Circle Southwest, to the sidewalk priority list.
- Option #3: Approve revisions to Policy No. 14-2, "Criteria for the Placement of Fire Hydrants on Current Water Systems" establishing a matching program with neighborhoods for the installation of fire hydrants (Attachment #1).
- Option #4: Approve the Resolution and Associated Budget Amendment allocating \$1.0 million for Apalachee Regional Park Cross County Track capital improvement amenities and \$250,000 for Emergency Response Marketing from the Tourism Development fund balance (Attachment #2).
- Option #5: Schedule a Workshop on the Apalachee Regional Park Master Plan and the associated Landfill Closure for September 26, 2017 from 1:00 PM to 3:00 PM.
- Option#6: Direct staff to partner with CareerSource Capital Region to become a Dynamic Futures worksite and authorize the County Administrator to execute the Workforce Innovation and Opportunity Act Work Experience Activity Worksite Agreement to support salaries for the Junior Apprenticeship program (Attachment #3).
- Option #7: Adopt the proposed revised Policy No. 16-8, "Leon Works Junior Apprenticeship Program." (Attachment #4)
- Option#8: Authorize the County Administrator to execute the Workforce Innovation and Opportunity Act Work Experience Activity Worksite Agreement to support salaries for the Summer Youth program (Attachment #5).
- Option#9: Accept the grant of \$1.5 million from the Springs Restoration Grant Program for the Woodville Sewer Design (Attachment #6), authorize the County Administrator to execute the contract (Attachment #7), and for cash flow purposes approve the Resolution and Associated Budget Amendment to advance fund up to \$1.5 million in unallocated fund balance during FY 2017 as the initial grant match to be repaid from the County's share of the Blueprint 2020 Water Quality Project.
- Option#10: Establish the maximum countywide millage rate at 8.3144 mills.
- Option#11: Establish the maximum Emergency Medical Services (EMS) Municipal Services Unit (MSTU) at 0.5 mills.

## **Report and Discussion**

### **Background:**

As specified on the Board adopted budget calendar, a workshop was conducted on June 20, 2017. The purpose of the workshop was to provide staff final direction regarding the development of the FY 2018 Tentative Budget.

### **Analysis:**

In accordance with the actions taken during the June 20, 2017 Budget Workshop, the Board authorized the following:

#### **1. Workshop Item #1: Status Report on FY 2017 – FY 2021 Strategic Initiatives, Targets, and Bold Goals**

The Board approved Option #1: Accept the Status Report on FY 2017 – FY 2021 Strategic Initiatives, Targets, and Bold Goals.

#### **2. Workshop Item #2: Fiscal Year 2018 Preliminary Budget Overview**

The Board approved Options #1 through #3:

1. Accept staff's report on the preliminary budget overview.
2. Pursuant to Leon County Policy No. 13-1, "Sidewalk Eligibility Criteria and Implementation" approve adding Gum Road between Aeon Church Road to Capital Circle Southwest to the sidewalk priority list.
3. Approve revisions to Policy 14-2, "Criteria for the Placement of Fire Hydrants on Current Water Systems" establishing a matching program with neighborhoods for the installation of fire hydrants (Attachment #1).

As recommended in the report on the preliminary budget overview, a Resolution and associated Budget Amendment is included appropriating \$1.25 million in Tourist Development fund balance during the current fiscal year: \$1.0 million is allocated for capital improvements to the Apalachee Regional Park cross country running course for amenities necessary to host the NCAA Cross Country Championship in 2021, and \$250,000 is for Emergency Response Marketing (if necessary) in response to unforeseen negative events such as a hurricane or the spread of the Zika virus. (Attachment #2).

Staff initially intended for the Apalachee Regional Park Master Plan to be presented at the July 11, 2017 Commission meeting. However, given the long term nature of the master plan, the multi-million dollar future investment and to allow adequate time for a substantive presentation and Board deliberation, staff recommends the master plan be presented in a workshop on September 26, 2017 from 1:00 to 3:00 P.M. The workshop also provides an opportunity to update the Board on the on-going landfill closure process.

To ensure preliminary funding is available for the master plan implementation, in addition to the \$1.0 million in TDC funding, the proposed five year CIP includes \$250,000/year from FY 2019 – FY 2022, with an additional \$1.0 million in a planned general revenue capital fund sweep in FY 2020.

**3. Workshop Item #3: Fiscal Plan Options to Address Additional Homestead Exemption**

The Board approved Option #1:

1. Accept the report on the impacts of the additional \$25,000 homestead exemption.

The Board also directed staff to pursue Option #2 as presented in the table of four proposed fiscal planning options to address the additional homestead exemption: replace the reduced revenue with a combination of a millage increase (0.40 mills); and the phasing out of the downtown CRA.

**4. Workshop Item #4: Emergency Medical Services Financial Status and Consideration of Additional Ambulance with Half Crew Funding**

The Board approved Options #1 and #2:

1. Approve the inclusion of an additional ambulance and six full-time positions in the FY 2018 EMS budget with an estimated impact of \$720,000.
2. Approve the use of EMS fund balance as the funding mechanism for the costs associated with the additional ambulance and six full-time positions and continue the drawdown of the EMS fund balance

**5. Workshop Item #5: Mosquito Control Budget Optimization and Program Enhancements**

The Board provided direction to maintain the existing mosquito hand fogging program and approved an additional \$75,000 be included in the budget to increase the ground larviciding program. This includes the addition of one Crew Chief II position and the reclassification of one Senior Mosquito Control Technician to a Crew Chief II position to the program.

**6. Workshop Item #6: Consideration of Continued County Funding and a New Funding Partnership to Support Leon Works Programs for FY 2018 and FY 2019**

The Board approved Options #1 through #5:

1. Approve the continuation of the Leon Works Programs.
2. Approve the budgeting of \$36,000 in the FY 2018 and FY 2019 budgets as a bridge to the FY 2020 Blueprint 2020 Economic Development sales tax to support the Leon Works Expo and ongoing expenses of operating the Leon Works Junior Apprenticeship Program.

3. Direct staff to partner with CareerSource Capital Region (CSCR) to become a Dynamic Futures worksite and authorize the County Administrator to execute the Workforce Innovation and Opportunity Act Work Experience Activity Worksite Agreement to support salaries for the Junior Apprenticeship program (Attachment #3).
4. Direct staff to include a Legislative Appropriations request for Leon Works as part of the Board's fall legislative workshop.
5. Schedule the 2017 Leon Works Expo on October 20, 2017 at the Donald L. Tucker Civic Center to be paid for from existing state appropriation.

During the Budget Workshop, staff reported that a revised Junior Apprenticeship Program policy would be brought back to the Board. A modified program policy is included in the item as Attachment #4.

**7. Workshop Item #7: Summer Youth Training Program Budget Reduction and CareerSource Capital Region Partnership Proposal for FY 2018**

The Board approved Option #1: Approve the proposed partnership of Leon County with CSCR to combine the Summer Youth Training Program with the Dynamic Futures Program including:

- a. Authorize the County Administrator to execute the Workforce Innovation and Opportunity Act Work Experience Activity Worksite Agreement (Attachment #5).
- b. Allocate \$40,000 in the FY 2018 budget for personnel and operating costs associated with the proposed Summer Youth Program model which will allow for the continued employment of 23 summer youth that do not qualify for CSCR's Dynamic Futures Program and associated operating costs. For FY 2018, this recommended option reduces the costs included in the tentative budget by \$40,425.

**8. Workshop Item #8: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and Consideration of Matching Funds for Woodville and Future Springs Restoration Grant Funds for FY 2017 and FY 2018**

The Board approved Options #1 through #3:

1. Accept the grant of \$1.5 million from the Springs Restoration Grant Program for the Woodville Sewer Design (Attachment #6), authorize the County Administrator to execute the contract (Attachment #7), and for cash flow purposes, advance fund up to \$1.5 million in unallocated fund balance during FY 2017 as the initial grant match to be repaid from the County's share of the Blueprint 2020 Water Quality Project.

2. Authorize staff to finalize the Springs Restoration Grant submissions for the Northeast Lake Munson area (\$2.75 million match) and the Belair/Annawood area (\$1.75 million match) which if awarded will require \$4.5 million as a local match.
3. Authorize staff to pursue a loan through the FDEP Clean Water State Revolving Loan Fund (SRF) as grant matching funds to be repaid from the County's share of the Blueprint 2020 Water Quality and Stormwater Improvement project.

**9. Workshop Item #9: Authorize an Annual Program to Provide Amnesty Days at Leon County Rural Waste Service Centers**

The Board approved Option #1: Approve staff to host Amnesty Days for Leon County Rural Waste Service Centers.

**10. Workshop Item #10: National Pearl Harbor Remembrance Day Partnership with Honor Flight Tallahassee**

The Board approved Options #1 and #2:

1. Accept the proposal to partner with Honor Flight Tallahassee on the Honor Flight Annual Reunion to recognize National Pearl Harbor Remembrance Day including the approval of \$5,000 as part of the FY 2018 Budget and provide budget guidance to include this line item in the Veteran's Services budget in future years.
2. Direct staff to prepare a proclamation honoring National Pearl Harbor Remembrance Day to be presented at the event.

**11. Workshop Item #11: Establishing the Maximum Millage Rate for the FY 2018 Tentative Budget**

The Board approved Options #1 and #2:

1. Establish the preliminary maximum countywide millage rate at 8.3144 as established in the FY 2018 Preliminary Budget Balancing Workshop discussion item.
2. Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) at 0.5 mills.

**Other Workshop Discussion**

The Board requested a July 11, 2017 agenda item offering paid parental leave for County employees be prepared for Board consideration. As referenced in the separate agenda item, parental leave is budgeted with existing personnel funding for FY 2018. Staff will track the cost over the next fiscal year to determine if additional budgeted funds are required as part of next year's budget process.



The Board also requested staff have the Housing Finance Authority and Tallahassee Housing Authority work together on opportunities for funding the redevelopment of the Tallahassee Housing Authority's Orange Avenue Apartments, and provide an update to the Board on these efforts.

### **Summary of Budget Workshop Adjustments, Final Property and CRA Taxable Values**

Table 1 reconciles the July 1, 2017 certified property values from the Property Appraiser and budget adjustments made during the June 20, 2017 workshop.

**Table 1: FY 2018 Tentative Budget Changes**

	<b>Amount</b>	
<b><i>July 1 Additional Property Tax Revenue</i></b>		\$120,619
<b><i>Expenditure Changes:</i></b>		
Mosquito Control Funding Increase	\$75,000	
Summer Youth Program Savings	(\$40,425)	
CRA Payment Savings	(\$1,739)	
Total Expenditure Increase		\$32,836
<b><i>Reduction in budgeted fund balance</i></b>		\$87,783

On July 1, 2017, the Property Appraiser provided certified property values that are \$15.3 million more than the preliminary values provided on June 1, 2017 (and used for the preparation of the June budget workshop). At the current 8.3144 millage rate, \$120,619 more in property tax revenue is forecasted.

Offsetting a portion of the revenue increase, tentative expenditures increased \$32,836. During the workshop the Board added \$75,000 to the mosquito control budget to preserve hand fogging and provide additional resources to the ground larviciding program. The Board also approved changes to the Summer Youth Program that saved \$40,425. In addition, there were minor changes in the Downtown and Frenchtown Tax Increment Finance District values, saving \$1,739 in CRA payments.

Subtracting the additional expenditures from the increased property tax collection leaves an additional \$87,783 of revenue. Staff recommends reducing the use of budgeted fund balance from \$2.5 million to \$2,412,217.

The FY 2018 Tentative Budget is \$253,602,980 an increase of \$32,836 from the FY 2018 Preliminary Budget presented at the June 20, 2017 Budget Workshop. This is a 3.05% increase from the FY 2017 Adopted Budget.

**Options:**

1. Ratify the actions taken by the Board during the June 20, 2017 FY 2018 Budget Workshop regarding the 11 Budget Workshop Items.
2. Pursuant to Leon County Policy No. 13-1, "Sidewalk Eligibility Criteria and Implementation" approve adding Gum Road between Aenon Church Road to Capital Circle Southwest to the sidewalk priority list.
3. Approve revisions to Policy 14-2, "Criteria for the Placement of Fire Hydrants on Current Water Systems" establishing a matching program with neighborhoods for the installation of fire hydrants (Attachment #1).
4. Approve the Resolution and Associated Budget Amendment allocating \$1.0 million for Apalachee Regional Park Cross County Track capital improvement amenities and \$250,000 for Emergency Response Marketing from the Tourism Development fund balance (Attachment #2).
5. Schedule a Workshop on the Apalachee Regional Park Master Plan and the associated Landfill Closure for September 26, 2017 from 1:00 PM to 3:00 PM.
6. Direct staff to partner with CareerSource Capital Region to become a Dynamic Futures worksite and authorize the County Administrator to execute the Workforce Innovation and Opportunity Act Work Experience Activity Worksite Agreement to support salaries for the Junior Apprenticeship program (Attachment #3).
7. Adopt the proposed revised Policy No. 16-8, "Leon Works Junior Apprenticeship Program." (Attachment #4)
8. Authorize the County Administrator to execute the Workforce Innovation and Opportunity Act Work Experience Activity Worksite Agreement to support salaries for the Summer Youth program (Attachment #5).
9. Accept the grant of \$1.5 million from the Springs Restoration Grant Program for the Woodville Sewer Design (Attachment #6), authorize the County Administrator to execute the contract (Attachment #7), and for cash flow purposes approve the Resolution and Associated Budget Amendment to advance fund up to \$1.5 million in unallocated fund balance during FY 2017 as the initial grant match to be repaid from the County's share of the Blueprint 2020 Water Quality Project. (Attachment #7).
10. Establish the maximum countywide millage rate at 8.3144 mills.
11. Establish the maximum Emergency Medical Services (EMS) Municipal Services Unit (MSTU) at 0.5 mills.
12. Do not ratify the actions taken by the Board during the June 20, 2017 FY 2018 Budget Workshop.
13. Board direction.

**Recommendation:**

Options #'s 1 thru 11

Attachments:

1. Revised Fire Hydrant Policy
2. Resolution and Associated Budget Amendment to allocate Tourism Development Fund Balance
3. Workforce Innovation and Opportunity Act Work Experience Activity Worksite Agreement
4. Revised Policy No. 16-8, "Leon Works Junior Apprenticeship Program."
5. Workforce Innovation and Opportunity Act Work Experience Activity Worksite Agreement
6. Resolution and Associated Budget Amendment for Springs Restoration Grant Match Funding
7. NFWMD and Leon County – Woodville Sewer System Project Phase 1 Grant Agreement

## Board of County Commissioners Leon County, Florida

### Policy No. 14-2

Title: Criteria for the Placement of Fire Hydrants on Current Water Systems

Date Adopted: ~~February 9, 2016~~ July 11, 2017

Effective Date: ~~February 9, 2016~~ July 11, 2017

Reference: N/A

Policy Superseded: ~~N/A~~ Policy No. 14-2 adopted on February 25, 2014, revised on February 9, 2016

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that ~~an updated~~ Policy No. 14-2, "Criteria for the Placement of Fire Hydrants on Current Water Systems" amended on February 9, 2016, is hereby ~~further amended~~ adopted and a new revised policy adopted in its place, to wit:

Staff will request input from the following community partners regarding the location of possible new fire hydrants on current water systems in the unincorporated areas of the County:

- Tallahassee Fire Department
- Volunteer fire departments
- Talquin Electric Cooperative, Inc.
- City of Tallahassee Utilities
- Leon County Public Works
- Leon County Emergency Medical Services

The placement of new fire hydrants on current water systems, subject to annual allocation of funding, shall be evaluated based on the following selection criteria:

1. The water system infrastructure's ability to support hydrant placement and provide a minimum flow of 500 gallons of water per minute, while maintaining 20 pounds per square inch of residual pressure for an extended period.
2. The distance between the proposed new hydrant location and current hydrants already in place. Areas that lack current hydrant protection will be given priority.
3. Of the fire hydrants proposed, the higher priority will be given to hydrant locations that provide the greatest benefit (i.e. number of homes and businesses).
4. Geographic diversity of new hydrant placements.
5. The availability of other funding sources to support the hydrant installation.
6. Of the fire hydrants proposed, the order of hydrant placement may be advanced when there is an opportunity to leverage outside funding or collaborate with an outside agency's current project(s).

Leon County shall provide a Fire Hydrant Cost Sharing Program for the placement of new fire hydrants on current water systems, not subject to annual allocation of funds. The program shall follow the following criteria:

1. A citizen or Homeowners Association may make a request directly to the County for a fire hydrant. If the subdivision has an established Homeowners Association, the request is to be made through the Homeowners Association. However, if there is not a Homeowners Association, individual citizens may make the request.
2. Upon receiving a request, staff will first determine if the segment is included on the approved fire hydrant prioritization list for installation. If not, staff will consult the established utility regarding the feasibility of the location of the new fire hydrant.
3. The evaluation criteria for the Cost Sharing Program will remain consistent with the criteria for fire hydrants subject to annual allocation of funds.
4. Each requestor shall pre-pay a minimum 50% of the cost of installation in advance of its pursuit. This minimum payment shall be no less than \$3,500 fee per fire hydrant to account for the capital costs of purchasing the fire hydrant, fittings, pipe, valves and valve boxes involved in a new fire hydrant installation. If the final cost is less than \$7,000, the County will reimburse the applicant the applicable amount, not to exceed the 50% threshold or \$3,500 cap (whichever is less). If the cost exceeds \$7,000 the applicant will remit to the County the difference in dollar amount.
5. The County will only provide matching funds for no more than five hydrant installations per neighborhood per year. County matching funds shall be capped at \$3,500 per fire hydrant installation.
6. If the annual allocation of funds for the Cost Sharing Program are not utilized within a given fiscal year, the balance may be reallocated to fund installations from the approved fire hydrant prioritization list.
7. The Cost Sharing Program is subject to funding availability.

Revised ~~February~~ July 11, 2016 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 11th day of July, 2017.

LEON COUNTY, FLORIDA

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

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

BY: \_\_\_\_\_  
Gwendolyn 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: BAB17024  
Date: 6/20/2017

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 07/11/2017

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

## Request Detail:

### Revenues

#### Account Information

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
160	000	399900	000	Appropriated Fund Balance	831,300	1,250,000	2,081,300
<b>Subtotal:</b>						1,250,000	

### Expenditures

#### Account Information

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
160	950	591305	581	Transfer to Fund 305	150,000	1,000,000	1,150,000
160	990	59900	599	Budgeted Contingency	50,000	250,000	300,000
<b>Subtotal:</b>						1,250,000	

### Revenues

#### Account Information

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
305	950	381160	000	Transfer from Fund 160	150,000	1,000,000	1,150,000
<b>Subtotal:</b>						1,000,000	

### Expenditures

#### Account Information

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
				Apalachee Regional Park			
305	045001	56300	535	Improvements Other Than Buildings	897,093	1,000,000	1,897,093
<b>Subtotal:</b>						1,000,000	

## Purpose of Request:

This budget amendment allocates \$1.25 million from unallocated Fund Balance from the Tourism development Fund. \$1.0 million would be allocated for capital improvements to the Apalachee Regional Park CIP project and \$250,000 would be allocated for Emergency Response Marketing in response to unforeseen negative events such as a hurricane or the spread of the Zika virus.

Group/Program Director

\_\_\_\_\_  
Budget Manager

\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒ Motion ☐ Administrator ☐

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
WORK EXPERIENCE ACTIVITY  
WORKSITE AGREEMENT**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ hereafter referred to as the Worksite/Agency, and Dynamic Workforce Solutions/Kaiser Group, Inc. hereafter referred to as the Service Provider/Employer. It is understood by all parties that this Agreement relates to Job Shadowing, Training and Services to be provided relative to the Work Experience Activity, which is authorized under the Workforce Innovation and Opportunity Act, Public Law 113-128 (Section 129 for Youth Activities).

It is understood by all parties that this Agreement is entered into pursuant to the Service Provider's program contract with the CareerSource Capital Region.

The Worksite/Agency will adhere to the following provisions:

- (1) Conditions of work experience and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.
- (2) Health and Safety standards established under the State and Federal Law, otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants.
- (3) No currently employed worker (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits) shall be displaced by any participant.
- (4) No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this Act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- (5) The parties of this Agreement understand that volunteers being funded with program funds may not participate in lobbying, union, political, religious, or anti-religious activities on the local, state or national level during scheduled work hours.
- (6) Participants cannot be assigned to any of the following worksites: casinos, aquariums, zoos, golf courses, swimming pools.
- (7) Participants cannot be required to run worksite errands.
- (8) To adhere to the requirements that Youth participants who are under the age of 18 are prohibited from using power tools and that ALL participants are prohibited from working in hazardous conditions, such as impending weather danger.

Note: Funds cannot be used for the construction, alteration, maintenance or repair of a public building or public work unless all the iron, steel and manufactured goods used in the project are produced in the United States.

Participants will not be used for the advantage of any private individual or private-for-profit agency, but will be provided useful job shadowing experience which will be consistent with each participant's capabilities and interests and which will assist these participants to obtain future unsubsidized employment. It is agreed that such work experience will be conducted in a safe and sanitary working environment.

### **NEPOTISM**

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the Work Experience program will place career seekers or consider other employment actions concerning relatives of persons currently employed only if: a) candidates for employment will not be working directly for the employer of record; b) candidates for employment are not directly supervised by a relative (as defined under definitions below), and c) candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages and leave requests (i.e. business owners). Worksites are responsible for immediately reporting any such relationships to CSCR staff prior to the placement of a career seeker in a work experience slot.

"Family member" is defined as one of the following: relationships by blood—parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousin; and relationships by marriage—husband, wife (as defined by state law), step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and co-habiting couples or significant others.



**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
WORK EXPERIENCE ACTIVITY  
WORKSITE AGREEMENT**

Participants will not be paid by the Worksite/Agency for the time worked. Through an agreement, the Service Provider/Employer issues payments to the participants. Participants will be paid at least the state's minimum wage and will ensure the Fair Labor Standards Act requirements are met.

The Worksite/Agency agrees:

- (1) To provide meaningful and productive work for participant(s) on a scheduled work plan with the understanding that the supervisor/participant ratio will be at least one (1) supervisor to every twelve (12) participants who are enrolled in the Program. Participants are to be supervised at all times.
- (2) To provide a work experience worksite supervisor to the participant(s) without compensation from the program. To designate a secondary worksite supervisor who will be authorized to sign Work Experience documents in the absence of the primary supervisor.
- (3) To ensure that all supervisors for the participant(s) attend the Worksite Supervisor's Training Orientation which will be scheduled and conducted by the Service Provider/Employer.
- (4) To provide a description of duties assigned for each position that will be filled by participants.
- (5) To furnish the equipment, tools materials and supplies which are necessary for the work to be performed.
- (6) To incur the liability should a program participant be injured while being transported in a company and/or personal vehicle by a worksite employee or worksite representative. However, workers compensation coverage is provided by the State of Florida and general liability insurance coverage is provided by Dynamic Workforce Solutions.
- (7) To ensure that participants who are 16 and 17 years of age will participate only in accordance with the applicable provisions of the Fair Labor Standards Act (Section 570.31 and 570.35 of Subpart C of Part 570 of Title 20).
- (8) To ensure, pursuant to the Fair Labor Standards Act, that no participant under 18 years of age will be assigned duties in any occupation which has been determined by the Secretary of the United States Department of Labor to be particularly hazardous for individuals between 16 and 18 years of age (Subpart E of Part 570 of Title 29).
- (9) To ensure that no participant will participate in work experience more than 40 hours per week with the understanding that flexibility will be allowed in determining the days and hours participants are scheduled.
- (10) To ensure that sufficient work is available to occupy each participant during all scheduled hours.
- (11) To develop adequate coordination with the Service Provider/Employer to ensure that appropriate contingency activities are implemented in the event of inclement weather.
- (12) To ensure that evaluations are completed for each participant and provided to the Service Provider/Employer.
- (13) To ensure that Time and Attendance sheets are utilized by each participant and maintained at the worksite for the duration of the activity. Time and Attendance records should reflect the time actually involved in work experience by each participant. These records will be signed at the end of each time period by the participant and the supervisor as certification to their accuracy. The Time and Attendance sheets will be provided by the Service Provider/Employer and should be provided to the Worksite/Agency at a regularly scheduled time as agreed upon by the Worksite/Agency and the Service Provider/Employer.
- (14) To contact the Service Provider/Employer prior to the release of a participant from the worksite or immediately after a participant gives notice of intent to release. This will allow for the agreement to be modified.
- (15) To maintain the following records for the duration of the program: Worksite Agreement, Description of assigned duties, Time and Attendance Records, and Contact Form on each participant (provided by the Service Provider/Employer).
- (16) To cooperate and allow representatives of CareerSource Capital Region Service Provider/Employer staff and other representatives to conduct: counseling for participants, monitoring of worksites, or other work/program activities.
- (17) To adhere to the rules and regulations governing the Work Experience Activity.

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
WORK EXPERIENCE ACTIVITY  
WORKSITE AGREEMENT**

This agreement shall be effective from the date first written until the termination of the Program or unless terminated by either party provided the canceling party gives at least five (5) days advance notice.

---

Worksite/Agency

---

Service Provider/Employer

---

Representative Signature/Title

---

Representative Signature/Title

---

Secondary Representative Signature/Title

---

Address

---

Address

---

Email

---

Email

---

Telephone

---

Date

---

Telephone

---

Date

11.09

## Board of County Commissioners Leon County, Florida

### Policy No. 16-8

Title: Leon Works Junior Apprenticeship Program

Date Adopted: July 11, 2017 ~~November 22, 2016~~

Effective Date: July 11, 2017 ~~November 22, 2016~~

Reference: N/A

Policy Superseded: Policy No. 16-8, "Leon Works Junior Apprenticeship Program,"  
adopted November 22, 2016. ~~None~~

It shall be the Policy of the Board of County Commissioners of Leon County, Florida, that ~~a-p~~Policy No. 16-8 entitled "Leon Works Junior Apprenticeship Program" is hereby amended, and a new revised policy adopted in its place, to wit:

#### 1. PURPOSE

The purpose of this policy is to define the structure of Leon County's Leon Works Junior Apprenticeship Program, which aims to address the projected unmet local market for middle-skill jobs by providing opportunities for Leon County Schools' students to gain hands-on experience in the workplace and by supporting local existing academic programs in skilled career fields such as fleet management, building maintenance/construction, computer technology, graphic design, public safety, and other fields that require more than a high school diploma but less than a four-year degree.

The Leon Works Junior Apprenticeship Program operates in collaboration with Leon County Schools to recruit eligible students enrolled in Career & Technical Education (CTE) courses and programs~~-. The Program also follows Leon County Schools' guidelines for students participating in and receiving academic credit for off-campus On-the-Job Training (OJT).~~ Leon County may also partner with CareerSource Capital Region (CareerSource) to employ Junior Apprentices through their Dynamic Futures Program. These students will work in a Leon County department while receiving wages and job readiness training from CareerSource.

#### 2. ADMINISTRATION

The Leon County Human Resources department will be responsible for the coordination of the Leon Works Junior Apprenticeship Program and its compliance with all state and federal employment laws, Leon County Schools' Policies, ~~and~~ Leon County Board of

**Leon Works Junior Apprenticeship Program**

---

County Commissioners Policies and the Workforce Innovation and Opportunity Act when applicable.

### **3. DEFINITIONS**

“Middle-Skill Jobs” are those positions that require more than a high school diploma, but less than a four-year college degree.

"Junior Apprentice" is a participant in the Leon Works Junior Apprenticeship Program and may be a temporary Other Personal Services (OPS) employee of Leon County Government or employee of CareerSource through their Dynamic Futures Program.

“Career & Technical Education” is a course or program that prepares students to earn an industry-recognized certification or licensure.

### **4. STUDENT PARTICIPATION**

A. **Program Length:** The established timeframe for participation in the Leon Works Junior Apprenticeship may range from one semester (18 weeks) to an entire academic year (36 weeks).

B. **Student Application Requirements**

1. Must be a junior or senior at a Leon County School’s high school. Eligibility for certain potentially hazardous positions, such as a Junior Apprenticeship with Fleet Management in the Department of Public Works, may be limited to students age 18 and over. An exception may be made if a student is currently enrolled in a vocational training program, such as that offered by Lively Technical Institute (F.S. 450.161).
2. Must be enrolled in a Career & Technical Education (CTE) course or program that aligns with the Junior Apprenticeship position being filled.
3. Must be able to work 10-15 hours per week during normal Leon County Government business hours (Monday through Friday, 8am to 5pm) for the entire length of the Leon Works Junior Apprenticeship Program. An exception may be granted for Junior Apprenticeship positions with Leon County EMS, which may include occasional ambulance ride-alongs during weekend hours.
4. Must meet Leon County Schools’ requirements for participating in OJT:
  - a. 2.5 Minimum GPA
  - b. No more than five (5) absences per nine (9) weeks

- c. Able to provide their own transportation to work and to job interviews

5. Must meet eligibility requirements for in-school youth as defined in the Workforce Innovation and Opportunity Act, Public Law 113-128 if employed by CareerSource through their Dynamic Futures Program.

### C. Student Selection Process

1. Each Leon County Schools' high school will verify the eligibility of their students to participate and will submit to Leon County Government no more than five (5) student applications for a Junior Apprenticeship position.
2. Leon County staff will review submitted student applications and conduct in-person interviews with top candidates.
3. At least one student from each Leon County Schools' high school will be selected to participate in the Leon Works Junior Apprenticeship Program.

### D. Junior Apprentice Responsibilities

1. Upon hiring, complete orientation training with Leon County Human Resources and Dynamic Futures job readiness training with CareerSource when applicable.
2. Shadow, assist, and perform specific job requirements as designated by a Leon County staff member in a middle-skill career field for 10-15 hours per week during normal Leon County Government business hours.
3. Complete any associated requirements of Leon County Schools to earn elective academic credit for participation in the Leon Works Junior Apprenticeship Program.
4. Adhere to the Leon County Board of County Commissioners Human Resources Policies and Procedures.

### E. Program Incentives

1. Hourly minimum wage as defined by federal and state law.
2. Elective academic credit toward a high school diploma.

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
WORK EXPERIENCE ACTIVITY  
WORKSITE AGREEMENT**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ hereafter referred to as the Worksite/Agency, and Dynamic Workforce Solutions/Kaiser Group, Inc. hereafter referred to as the Service Provider/Employer. It is understood by all parties that this Agreement relates to Job Shadowing, Training and Services to be provided relative to the Work Experience Activity, which is authorized under the Workforce Innovation and Opportunity Act, Public Law 113-128 (Section 129 for Youth Activities).

It is understood by all parties that this Agreement is entered into pursuant to the Service Provider's program contract with the CareerSource Capital Region.

The Worksite/Agency will adhere to the following provisions:

- (1) Conditions of work experience and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.
- (2) Health and Safety standards established under the State and Federal Law, otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants.
- (3) No currently employed worker (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits) shall be displaced by any participant.
- (4) No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this Act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- (5) The parties of this Agreement understand that volunteers being funded with program funds may not participate in lobbying, union, political, religious, or anti-religious activities on the local, state or national level during scheduled work hours.
- (6) Participants cannot be assigned to any of the following worksites: casinos, aquariums, zoos, golf courses, swimming pools.
- (7) Participants cannot be required to run worksite errands.
- (8) To adhere to the requirements that Youth participants who are under the age of 18 are prohibited from using power tools and that ALL participants are prohibited from working in hazardous conditions, such as impending weather danger.

Note: Funds cannot be used for the construction, alteration, maintenance or repair of a public building or public work unless all the iron, steel and manufactured goods used in the project are produced in the United States.

Participants will not be used for the advantage of any private individual or private-for-profit agency, but will be provided useful job shadowing experience which will be consistent with each participant's capabilities and interests and which will assist these participants to obtain future unsubsidized employment. It is agreed that such work experience will be conducted in a safe and sanitary working environment.

**NEPOTISM**

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the Work Experience program will place career seekers or consider other employment actions concerning relatives of persons currently employed only if: a) candidates for employment will not be working directly for the employer of record; b) candidates for employment are not directly supervised by a relative (as defined under definitions below), and c) candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages and leave requests (i.e. business owners). Worksites are responsible for immediately reporting any such relationships to CSCR staff prior to the placement of a career seeker in a work experience slot.

"Family member" is defined as one of the following: relationships by blood—parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousin; and relationships by marriage—husband, wife (as defined by state law), step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and co-habiting couples or significant others.



**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
WORK EXPERIENCE ACTIVITY  
WORKSITE AGREEMENT**

Participants will not be paid by the Worksite/Agency for the time worked. Through an agreement, the Service Provider/Employer issues payments to the participants. Participants will be paid at least the state's minimum wage and will ensure the Fair Labor Standards Act requirements are met.

The Worksite/Agency agrees:

- (1) To provide meaningful and productive work for participant(s) on a scheduled work plan with the understanding that the supervisor/participant ratio will be at least one (1) supervisor to every twelve (12) participants who are enrolled in the Program. Participants are to be supervised at all times.
- (2) To provide a work experience worksite supervisor to the participant(s) without compensation from the program. To designate a secondary worksite supervisor who will be authorized to sign Work Experience documents in the absence of the primary supervisor.
- (3) To ensure that all supervisors for the participant(s) attend the Worksite Supervisor's Training Orientation which will be scheduled and conducted by the Service Provider/Employer.
- (4) To provide a description of duties assigned for each position that will be filled by participants.
- (5) To furnish the equipment, tools materials and supplies which are necessary for the work to be performed.
- (6) To incur the liability should a program participant be injured while being transported in a company and/or personal vehicle by a worksite employee or worksite representative. However, workers compensation coverage is provided by the State of Florida and general liability insurance coverage is provided by Dynamic Workforce Solutions.
- (7) To ensure that participants who are 16 and 17 years of age will participate only in accordance with the applicable provisions of the Fair Labor Standards Act (Section 570.31 and 570.35 of Subpart C of Part 570 of Title 20).
- (8) To ensure, pursuant to the Fair Labor Standards Act, that no participant under 18 years of age will be assigned duties in any occupation which has been determined by the Secretary of the United States Department of Labor to be particularly hazardous for individuals between 16 and 18 years of age (Subpart E of Part 570 of Title 29).
- (9) To ensure that no participant will participate in work experience more than 40 hours per week with the understanding that flexibility will be allowed in determining the days and hours participants are scheduled.
- (10) To ensure that sufficient work is available to occupy each participant during all scheduled hours.
- (11) To develop adequate coordination with the Service Provider/Employer to ensure that appropriate contingency activities are implemented in the event of inclement weather.
- (12) To ensure that evaluations are completed for each participant and provided to the Service Provider/Employer.
- (13) To ensure that Time and Attendance sheets are utilized by each participant and maintained at the worksite for the duration of the activity. Time and Attendance records should reflect the time actually involved in work experience by each participant. These records will be signed at the end of each time period by the participant and the supervisor as certification to their accuracy. The Time and Attendance sheets will be provided by the Service Provider/Employer and should be provided to the Worksite/Agency at a regularly scheduled time as agreed upon by the Worksite/Agency and the Service Provider/Employer.
- (14) To contact the Service Provider/Employer prior to the release of a participant from the worksite or immediately after a participant gives notice of intent to release. This will allow for the agreement to be modified.
- (15) To maintain the following records for the duration of the program: Worksite Agreement, Description of assigned duties, Time and Attendance Records, and Contact Form on each participant (provided by the Service Provider/Employer).
- (16) To cooperate and allow representatives of CareerSource Capital Region Service Provider/Employer staff and other representatives to conduct: counseling for participants, monitoring of worksites, or other work/program activities.
- (17) To adhere to the rules and regulations governing the Work Experience Activity.

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
WORK EXPERIENCE ACTIVITY  
WORKSITE AGREEMENT**

This agreement shall be effective from the date first written until the termination of the Program or unless terminated by either party provided the canceling party gives at least five (5) days advance notice.

---

Worksite/Agency

---

Service Provider/Employer

---

Representative Signature/Title

---

Representative Signature/Title

---

Secondary Representative Signature/Title

---

Address

---

Address

---

Email

---

Email

---

Telephone

---

Date

---

Telephone

---

Date



RESOLUTION NO.

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

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

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

Adopted this 11th day of July, 2017.

LEON COUNTY, FLORIDA

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

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

BY: \_\_\_\_\_  
Gwendolyn 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: BAB17023  
Date: 6/20/2017

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 07/11/2017

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

### Request Detail: Revenues

#### Account Information

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
125	062003	334354	000	Woodville Sewer Design Grant	-	1,500,000	1,500,000
305	000	399900	000	Appropriated Fund Balance	22,403,304	1,500,000	23,903,304
<b>Subtotal:</b>						3,000,000	

### Expenditures

#### Account Information

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
125	062003	56300	535	Woodville Sewer Project Improvements Other Than Buildings	-	1,500,000	1,500,000
305	062003	56300	535	Woodville Sewer Project Improvements Other Than Buildings	-	1,500,000	1,500,000
<b>Subtotal:</b>						3,000,000	

### Purpose of Request:

This budget amendment allocates \$1.5 million from unallocated Fund Balance to the Woodville Sewer Project for the local match requirement associated with the acceptance of a \$1.5 million Woodville Sewer Design Grant from the Florida Department of Environmental Protection. The total change in funding for the Woodville Sewer Project is \$3 million.

Group/Program Director

\_\_\_\_\_  
Budget Manager

\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒ Motion ☐ Administrator ☐

# **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND LEON COUNTY GRANT AGREEMENT**

## **WOODVILLE SEWER SYSTEM PROJECT PHASE 1 GRANT AGREEMENT NO. 17-\_\_\_\_**

This Agreement (“Agreement”) is made by and between the Northwest Florida Water Management District (“District”), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and Leon County, Florida (“Grantee”), a charter county and a political subdivision of the State of Florida, with an address of 301 S. Monroe St., Tallahassee, FL 32301, to provide financial assistance for the Woodville Sewer System Project Phase 1.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

**1. Terms of Agreement**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified. Land acquisition is not included nor authorized as part of this Agreement, but will be allowed for local match share.

**2. Period of Agreement**

This Agreement shall begin upon execution by both parties and shall remain in effect ending on November 30, 2019. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. No costs incurred prior to the execution of the Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

**3. Funding/Invoicing**

A. The District agrees to provide funding not to exceed one million five hundred thousand dollars and NO/100 (\$1,500,000) or the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. [or if match required, use B below.]

B. The Grantee shall be reimbursed on a cost reimbursement or cost incurred basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables, identified in **Attachment A**. Invoices may be submitted no more frequently than monthly, shall reflect actual costs incurred,

and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- C. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain the following information:
- i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
  - ii. A description and total dollar amount of funds being requested, as organized by task;
  - iii. A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of the task;
  - iv. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
  - v. Supporting documentation of actual expenses and proof of payment for requested grant funds and matching funds, where applicable. If cost incurred, proof of payment is not required at the time of invoice submittal but shall be submitted no later than with the next invoice.
- D. The Grantee shall submit, at a minimum, an invoice for all expenses incurred through the District fiscal year (October 1 – September 30) for each fiscal year of the period of agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year.
- E. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

#### **4. Available Funding**

The District's performance and obligation to pay under this Agreement are subject to the availability of state appropriated and budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

**5. Progress Reports**

- A. The Grantee shall provide a monthly status report to the District's Project Manager via email. This informal report should include the current project status, project activities planned for the next 30 days, and other relevant project progress information, as applicable.
- B. The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement. Progress Reports shall cover the activities completed in the quarter preceding the month due (January-March; April-June; July-September; and October-December, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall review the report and provide the Grantee with any feedback within fifteen (15) days from the date submitted.

**6. Final Report**

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

**7. Indemnification**

The District shall have no liability or responsibility to the Grantee, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project, and the Grantee agrees that it shall be solely responsible for the negligent or wrongful acts of its employees, agents representatives, licensees, invitees, contractors and guests.

**8. Default/Termination**

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the District regarding the reason(s) for termination.
- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice. If the District

terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**9. Remedies/Financial Consequences**

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

**10. Recordkeeping; Audit**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. The Grantee must ensure that grant funds are not comingled with funds from other sources; funds budgeted and/or received for one project may not be used to support another project. If a Grantee's accounting system cannot comply with this requirement, the District and Grantee will establish a system to provide adequate fund accountability for each awarded project. If the District discovers that funds have been comingled, the District has the right to seek a refund for all grant funding received plus interest accrued from the first day the grantee received the funds. Interest shall be calculated based on the prevailing rate used by the State Board of Administration.

**11. Special Audit Requirements**

In addition to the requirements in Section 10, the Grantee shall comply with applicable provisions contained in Attachment D, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment D summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. The District will provide a revised copy of Exhibit 1 to the Grantee for each amendment which authorizes a funding increase or decrease.

**12. Subcontracts**

- A. The Grantee may subcontract work under this Agreement, on a competitive basis, without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract and a copy of the tabulation form for the competitive procurement process (i.e. Invitation to Bid or Request for Proposals) to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the

subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

**13. Prohibited Local Government Construction Preferences**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A. To ensure compliance, any competitive solicitation must clearly state, Per Section 255.0991, Florida Statutes, that Article IX, Section 2-400 of Leon County Code on local preference in purchasing and contracting does not apply.

**14. Lobbying Prohibition**

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.



**15. Compliance with Law**

- A. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- B. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

**16. Notice**

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

**17. Contacts**

The District's Project Manager for this Agreement is identified below:

Linda Chaisson, P.E.	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-2662
Fax No.:	(850) 539-2777
E-mail Address:	Linda.Chaisson@nwfwater.com

The Grantee's Project Manager for this Agreement is identified below.

Theresa B. Heiker, P.E.	
Stormwater Management Coordinator	
Leon County Public Works	
2280 Miccosukee Road	
Tallahassee, FL 32308	
Telephone No.:	(850) 606-1526
Fax No.:	(850) 606-1501
E-mail Address:	HeikerT@leoncountyfl.gov

**18. Insurance**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from performance of the work specified under this Agreement, whether such work is performed by the Grantee or its contractors. All policies of insurance shall maintained by the Grantee hereunder shall name the District as an Additional Insureds for the entire length of the agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the District's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the District's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits and provide documentation of required coverage to the District's Grant Manager concurrent with such notification.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
- i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000      Automobile Liability Combined Single Limit for

Company-Owned Vehicles, if applicable

\$300,000      Hired and Non-owned Automobile Liability  
Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

**19. Conflict of Interest**

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**20. Unauthorized Employment**

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

**21. Amendments**

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

**22. Discrimination**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or [www.dms.myflorida.gov](http://www.dms.myflorida.gov).

- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or [www.dms.myflorida.gov](http://www.dms.myflorida.gov).

**23. Scrutinized Companies**

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

**24. Inspection of Work; Access**

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**25. Public Records Access**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records

under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the District to perform the services under this agreement.

- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S., [ i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
  - ii. Upon request from the District’s custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

**D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at [ombudsman@nwfwater.com](mailto:ombudsman@nwfwater.com); or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.**

**26. Publicity**

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

**27. Execution of Counterparts**

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

**28. Severability**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**29. Entire Agreement**

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

**LEON COUNTY BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Brett J. Cyphers, Executive Director

By: \_\_\_\_\_  
John E. Dailey, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Scope of Work (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Checklist and Template (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Template (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (6 Pages)</u>

## **ATTACHMENT A GRANT SCOPE OF WORK**

**PROJECT TITLE:** Woodville Sewer System Project Phase 1

**PROJECT LOCATION:** The Project will be located along Woodville Highway, including adjacent residential streets, which is located within Leon County, Florida. Project coordinates are latitude 30.3142 N, and longitude -84.2475 W.

**PROJECT BACKGROUND:** The Woodville Sewer System Project will make service connections available for approximately 1,500 residential households and businesses currently served by onsite sewage treatment and disposal systems (OSTDSs) to the City of Tallahassee TP Smith Water Reclamation Facility. This is anticipated to result in a reduction in nutrient leaching into the Floridan aquifer in the Wakulla Springs contribution area. A need for this project has been identified in the Florida Department of Environmental Protection's (Department's) Upper Wakulla River and Wakulla Springs Basin Management Action Plan (BMAP), the 2030 City of Tallahassee Master Sewer Plan, and the Onsite Sewage Treatment and Disposal and Management Options Final Report. Wakulla Springs is an important recreational destination which receives approximately 200,000 visitors annually.

Funds were awarded to the Northwest Florida Water Management District (District) for Phase 1 of this project. Leon County (Grantee) will provide the design, permitting and construction of the project. An Interlocal Agreement will be executed between Leon County and the City of Tallahassee (City) for connecting the new wastewater transmission lines to the City's existing wastewater system and acceptance of the new collection system for operation, maintenance and ownership.

**PROJECT DESCRIPTION:** This project is the design and permitting of a collection and transmission system to make central sanitary sewer service connections available for approximately 1,500 residences and businesses in the Woodville Rural Community, the extent of which is shown in Figure 1. The collection system will be designed in accordance with City standards. The transmission system, primary lift station and 18,000 feet of force main, will connect to the existing City collection system at Capital Circle Southeast. The City will own and operate the system after construction and approval.

### **TASKS and DELIVERABLES:**

**Payment Request Schedule for All Tasks:** Grantee may submit a payment request for cost reimbursement of expended or incurred costs no more frequently than once per month. The interim deliverable(s) and/or final deliverable(s) must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, a narrative summary of the task progress as indicated by percent complete, as well as any specific interim deliverables listed, must be submitted to the District's Project Manager.



### **Task 1: Design and Permitting**

**Task Description:** The Grantee will procure professional engineering services, in accordance with state law. The Grantee will work with the City of Tallahassee to complete the design of the proposed lift station(s) and force and gravity mains and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

**Deliverable 1a:** An electronic copy of the survey and draft design at 60% completion submitted to the District's Grant Manager for review prior to submittal of the final design.

**Performance Standard:** The District's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the District's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1b:** An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

**Performance Standard:** The District's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and, if needed, provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the District's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1c:** A list of all required permits identifying issue dates and issuing authorities submitted to the District's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

**Performance Standard:** The District's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the District's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

### **Task 2: Progress and Final Reports**

**Task Description:** Per Sections 5 and 6 of this Agreement, the Grantee will complete Progress Reports throughout the Agreement period and a Final Report no later than the end of the Agreement. The reports shall describe, at a minimum: the work performed during the reporting period; problems encountered; problem resolution; schedule updates; and proposed work for the next reporting period. The final report shall also include a summary of the entire project; a financial summary of total project costs; project results; project successes; and lessons learned.

**Deliverable 2:** An electronic copy of the Progress Report, in word processing or pdf format, submitted to the District's Project Manager for review. Upon request, the Grantee shall provide a paper copy of the Progress Report.

**Performance Standard:** The District's Project Manager will review the submitted Progress Report to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation into the next report.

**PROJECT TIMELINE:** All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and tasks are completed by the end of the agreement.

Task No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1a	Survey and 60% Design	1/1/18	12/31/18	12/31/18
1b	Final Plans	1/1/18	5/30/19	11/30/19
1c	Survey	1/1/18	5/30/19	11/30/19
2	Progress Reports			Monthly by 15 <sup>th</sup> and Quarterly

**PROJECT BUDGET SUMMARY:** The total cost of the project is estimated at \$3,000,000. Grant funding through this Agreement will not exceed \$1,500,000, as indicated below, and is available for costs to complete the project including design, engineering and permitting.

Task No.	Task Description	Budget Category	Grant Funding
1	Design and Permitting	Contractual Services	\$1,500,000
2a	Progress Reports		\$0
		<b>Total</b>	<b>\$1,500,000</b>

## ATTACHMENT B PAYMENT REQUEST TEMPLATE

[Grantee, Address, Logo, etc.]

INVOICE

Date	Invoice Period	Invoice No.

<b>Bill To:</b>  Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333  Attn: Linda Chaisson
--

**Project:**        **NFWFMD Contract Number 17-XXX**  
                       **Woodville Sewer System Project Phase 1**

Date	Item/Activity	Description	Total Expended

**Total Invoice Request                      \$0.00**

Limit of grant agreement	\$1,500,000.00
Amount previously paid	\$000,000.00
Amount due this invoice	\$000,000.00
<hr/>	
Amount of grant agreement remaining after this invoice (Line 1-(Line 2+Line 3))	\$000,000.00

\_\_\_\_\_  
Signature of Project Manager

\_\_\_\_\_  
Date

Summary of Activities Completed for Project #:\_\_\_\_\_; Invoice #\_\_\_\_\_

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the [insert project title; NFWFMD Contract Number 17-\_\_\_\_\_].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

<b>Invoice Submittal Checklist</b>	
Invoice containing:	
	Grantee name, address, phone
	Project name
	Contract number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Summary of match (if applicable)
	Signature of Project Manager*
Additional required items:	
	Cover letter with signature of Project Manager <sup>1</sup>
	Detailed description of activities
	Detailed cost backup documentation <sup>2</sup> - grant
	Detailed cost backup documentation <sup>2</sup> - match
	Any other items required in agreement
	Project manager/engineer certification

<sup>1</sup>Only one signature needed, either on invoice or cover letter.

<sup>2</sup>Examples of cost backup documentation include: copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

## ATTACHMENT C PROGRESS REPORT TEMPLATE

[Project name & contract #]

**Progress Report [or Final Report]**

[Report start date] through [report end date]

**[Summary of Requirements below – delete before submitting]**

**Progress Reports:** The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement. Progress Reports shall cover the activities completed in the quarter preceding the month due (January-March; April-June; July-September; and October-December, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided.

**Final Report:** The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

1. Description of project work completed during the reporting period [including contracting, design, etc.];
  - May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions
3. Work plan and schedule for next phase of project up to the next semiannual report or final project summary report. Note any changes to anticipated schedule outlined above; and

Task	Anticipated Completion Date

4. Summary of construction and total project costs to date, itemized by major component.
  - May be text and/or table

## **ATTACHMENT D**

### **Special Audit Requirements**

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District," NFWFMD," or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.



3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://www.cfda.gov/>.

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at

<https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

### **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:

**Inspector General**

Northwest Florida Water Management District

Office of the Inspector General

81 Water Management Drive

Havana, Florida, 32333-4712

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse

Bureau of the Census

1201 East 10th Street

Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's

Internet Data Entry System which can be found at:  
<https://harvester.census.gov/facweb>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

By Mail:  
**Inspector General**  
Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:  
**Inspector General**  
Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

- C. The Auditor General's Office at the following address:

By Mail:  
**State of Florida Auditor General**  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- 4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at one of the following addresses:

By Mail:

**Inspector General**

Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five** years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three** years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	C Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund, Line Item 1600	2016-2017	37.052	Florida Springs Grant Program	\$1,500,000	

				Total Award	\$1,500,000	
--	--	--	--	-------------	-------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://www.cfda.gov/>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**Leon County  
Board of County Commissioners**

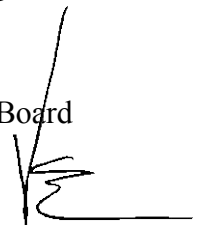
**Notes for Agenda Item #25**

# Leon County Board of County Commissioners

## Agenda Item #25

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Revisions to County Policy for the Provision of Paid Parental Leave

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Candice Wilson, Director, Human Resources
<b>Lead Staff/ Project Team:</b>	Nicki Paden, Management Analyst

### **Statement of Issue:**

This agenda item seeks Board approval to modify existing County human resource policies to provide paid parental leave to eligible employees following child birth or adoption.

### **Fiscal Impact:**

This item has a fiscal impact, however, actual cost projections are difficult to forecast. For the initial year, staff anticipates that paid parental leave can be paid for from existing personnel budgets. Staff will track the fiscal impact over the first year and if costs exceed personnel budgets, staff will provide a funding recommendation as part of next year's budget development cycle.

### **Staff Recommendation:**

Option #1: Adopt proposed revisions to the "Leon County Human Resources Policies and Procedures" authorizing paid parental leave to eligible employees following child birth or adoption (Attachment #1).

## **Report and Discussion**

### **Background:**

During the June 20, 2017 Budget Workshop, the Board directed staff to provide the feasibility and fiscal impact of providing paid parental leave to Leon County employees. In accordance with the newly adopted five-year Strategic Plan, the Board has remained committed to attracting and retaining a highly skilled, diverse, and innovative County workforce (Governance Strategic Priority, G4) by providing competitive wages and benefit packages to employees. As a part of the County's benefits package, the County provides health coverage to employees and their dependents, retirement cash match savings plans, tuition reimbursement, staff training and development assistance, and disability salary continuation. Broadening the scope of the County's benefits to include paid parental leave further enhances the County's efforts to position Leon County as an ideal place to maintain a career and raise a family.

### **Analysis:**

Leon County is among numerous local governments throughout the nation and state that have already implemented or are considering paid parental leave benefits. Within the past two years, at least nine local governments in Florida have revised their policies to provide paid parental leave for their employees. To determine current industry trends and best practices, staff reviewed the recently adopted policies of Palm Beach County, Miami-Dade County, the City of Coral Gables, the City of Doral, the City of Miami Beach, the City of St. Petersburg, the City of Tampa, the City of West Palm Beach, and the Village of Wellington (Attachment #2). In addition, staff researched best practices and policies from several jurisdictions through-out the country.

In reviewing the County's existing human resources policies, employees are currently required to utilize accumulated sick and/or annual leave during their parental leave. The current parental leave policy is consistent with the federal Family and Medical Leave Act (FMLA), and grants 12 weeks of job protected leave to employees who have worked at least 1,250 hours during the 12 months preceding the leave. However, employees may not have the accumulated sick or annual leave available to cover their entire time off which causes some employees to take unpaid leave or return to work without adequate time to bond with their child. Many employees therefore return to work with little or no accumulated leave balances, which can cause additional hardships when time off is needed for future needs. Revising the current policy to include paid parental leave eases the financial burden incurred by employees, further enhancing the County's healthy and supportive work-life balance environment.

Based on the analysis of industry best practices and recently adopted policies (Attachment #2), the following sections provide recommendations on how to structure a Leon County parental leave policy, including: the duration of paid time off, married employee benefits, employee eligibility and compensation structure.



#### *Duration*

Consistent with industry standards, staff recommends providing six weeks of paid leave that can be taken on a continuous, consecutive basis immediately following the birth or adoption of a child. As reflected in Attachment #2, paid parental leave durations generally ranged from four to eight weeks; however, the most common duration was six weeks. Consistent with FMLA, an additional six weeks of unpaid, job protected leave will still be available to employees in need of additional time. Employees will remain permitted to utilize their accumulated sick or annual leave to compensate any unpaid parental leave taken in addition to the paid six weeks of parental leave. In addition to the six weeks, Palm Beach County was the only jurisdiction that also granted birthing mothers who required additional time to recover from a cesarean section delivery and/or other associated complications an additional two weeks of paid leave.

#### *Married Employee Benefits*

Under the proposed policy, employees will be provided six weeks of paid parental leave to be taken on a consecutive basis immediately following birth or adoption of a child. However, in the instance that two spouses, both employed by Leon County, seek paid parental leave at the same time, staff recommends permitting spouses to consecutively stagger their six week periods as long as the combined leave does not extend beyond 12 weeks following child birth or adoption.

The majority of policies recognized both parents, if both employed by the organization, as eligible for the same paid leave benefits. Only the City of Tampa's policy differed by granting eight weeks of paid leave for the primary parent and two weeks of paid leave for the secondary parent. Further, the policies that granted the same benefit to both parents employed by the organization also allowed both employees to stagger their leave periods within the initial twelve weeks following birth or adoption.

#### *Eligibility*

Consistent with FMLA and the majority of the policies reviewed, to be eligible for the paid parental leave, staff recommends that an employee have completed one year of service and worked at least 1,250 hours during the 12 month period prior to the parental leave. In addition, consistent with FMLA, staff recommends providing one six-week period of parental leave per rolling 12 month period to each eligible employee.

#### *Level of Coverage*

Staff recommends providing a percentage of the employee's base salary during the six week paid parental leave period. In balancing the benefit to the employee and the financial impact to the County, paid leave would be provided as follows:

- Week 1 and Week 2: 100% coverage of base salary
- Week 3 and Week 4: 75% coverage of base salary
- Week 5 and Week 6: 50% coverage of base salary

Several local governments in Florida, Ohio, Massachusetts, and Georgia provide incremental coverage for employees that can be supplemented with accumulated sick or annual time to obtain six weeks of 100% base salary coverage. As employees will remain permitted to use their sick

and annual leave to compensate 100% of wages, incremental coverage serves as a subsidy to prevent the depletion of sick and leave balances during parental leave periods.

Alternatively, the County could provide 100% coverage of base salaries to employees. Providing 100% coverage of base salaries will reduce the amount of sick and annual leave used by employees, deferring the use of these balances to a later date. Subsequently, the deferred use of sick and annual leave may increase the overall length of time taken off by employees in addition to the six weeks provided through paid parental leave.

#### *Fiscal Impact*

As the cost projections of providing paid parental leave are difficult to accurately forecast, staff will track the fiscal impact over the first year. Staff anticipates existing departmental personnel budgets will be sufficient to fund paid parental leave. During the first year, if costs do exceed personnel budgets staff will provide a funding recommendation as a part of next year's budget development cycle. Various factors and associated costs will be included in the analysis, including the number of births per year and potential overtime costs to cover absent personnel. As these factors are difficult to predict, the majority of local governments included in the comparison were unable to determine an accurate fiscal impact.

Based on the preceding analysis, staff recommends the Board approve a paid parental leave policy by adopting Attachment #1. The policy would become effective upon adoption by the Board.

#### **Options:**

1. Adopt proposed revisions to the "Leon County Human Resources Policies and Procedures" authorizing paid parental leave to eligible employees following child birth or adoption (Attachment #1).
2. Do not adopt proposed revised to the "Leon County Human Resources Policies and Procedures" authorizing paid parental leave to eligible employees following child birth or adoption.
3. Board direction.

#### **Recommendation:**

Option #1.

#### **Attachments:**

1. Proposed revised Leon County Human Resources Policies and Procedures, Section VII - Attendance and Leave – Parental Leave
2. Paid Parental Leave Policies Comparison Chart

## SECTION VII ATTENDANCE AND LEAVE

---

11.01

If an employee does not use administrative leave as authorized in this section, the employee shall not accrue or be paid for such unused leave.

### 7.20 Parental Leave

~~Disabilities and recovery from pregnancy, miscarriage, abortion, childbirth, shall be considered temporary disabilities, and the sick leave policy shall be applied to such disability on the same terms and conditions as applied to other temporary disabilities.~~

~~Parental leave shall be granted to any regular full time employee, for a period beyond the period of disability for the purpose of infant care, recuperation, etc. Parental leave shall also be granted on the same terms for purposes of child adoption. An employee shall be permitted to utilize accumulated sick or annual leave during the parental leave period for purposes of receiving pay during that period.~~

~~Parental leave granted for pregnancy, maternity, spouse's maternity and adoption purposes may be without pay.~~

~~At the expiration of parental leave, the employee shall be entitled to return to the position temporarily vacated.~~

~~Credit toward annual or sick leave shall not be earned during the unpaid portion of parental leave. For the portion of parental leave during which pay was received, leave credits shall be calculated by totaling the time paid, and crediting leave at the rate of one quarter (1/4), the appropriate monthly amount for each full week of pay received.~~

~~Prior to taking leave, the employee shall notify the Department/Division Director in writing 30 days prior to the date the absence is expected to begin along with the official Leave/Compensation forms, and whether or not insurance coverage is desired during the leave period. The employee shall be covered by insurance benefits for the duration of the leave, provided the employee continues appropriate payment of insurance costs.~~

~~Parental leave shall not constitute a break in service.~~

~~Failure on the part of the employee to report promptly at the expiration of parental leave may be cause for termination.~~

~~An employee whose annual performance review date occurs during parental leave shall have a Performance Evaluation within thirty (30) days of the date the employee returns to work. Any merit or general increases missed by virtue of being on leave shall then be retroactive to date of return.~~

~~An employee may continue to work as long as the condition of pregnancy does not impair work performance.~~

## SECTION VII ATTENDANCE AND LEAVE

11.01

~~Parental leave shall not exceed ninety (90) calendar days after the date of delivery unless the employee presents a medical statement from a licensed practicing physician stating the employee is medically unable to return to work, or unless other compelling documented reasons are approved by the Division Director allowing additional leave time up to one year.~~

~~Requests for Parental leave beyond the period mentioned will be treated in the same manner as employee requests for approved leave of absence for other purposes.~~

~~An employee shall be returned to active status by submitting a Status Change Form to the Human Resources Division.~~

### **Purpose:**

Paid Parental Leave provides leave with pay for the purpose of caring for and bonding with a newborn or newly-adopted child for the first 6 weeks following the birth or adoption.

### **Eligibility:**

Regular full time and regular part time employees, regardless of gender, who meet the hours and service eligibility requirements under the FMLA are eligible for Parental Leave. An employee must have worked for the County for at least 12 months and worked at least 1,250 hours during the 12 month period preceding the leave.

### **Benefit:**

Paid Parental Leave may be up to 6 weeks long and must be utilized immediately and continuously following the birth or adoption. Any unused paid Parental Leave will be forfeited at the end of the allowed period.

If a multiple birth or adoption occurs, the total amount of paid parental leave granted for that event will not be increased.

During the leave period, the employee will be paid for their normal work schedule based on the following:

- For Week 1 and 2: 100% of base hourly rate of pay
- For Week 3 and 4: 75% of base hourly rate of pay
- For Week 5 and 6: 50% of base hourly rate of pay

Parental Leave will not be counted as time worked for purposes of calculating overtime and will not be eligible for any shift differential or premium pay.

Employees must use any accrued Annual, Sick, Personal and Compensatory Leave in order to receive compensation up to 100 percent of base pay during the weeks paid at the rates of 75% and 50%.

## SECTION VII ATTENDANCE AND LEAVE

11.01

If a Holiday occurs during paid parental leave, the employee will receive Holiday Pay instead of paid Parental Leave, but a holiday does not extend the duration of the leave.

### **Coordination With FMLA:**

Paid Parental Leave runs concurrently with leave under the FMLA. The leave will be counted toward the 12 weeks available FMLA leave per a 12 month period.— All other requirements and provisions under the FMLA will apply.

After the paid parental leave benefit is exhausted, the balance of FMLA leave will be compensated through employee's accrued sick, vacation, personal and compensatory time if available. Upon exhaustion of accrued sick, vacation, personal and compensatory time, any remaining leave will be unpaid leave.

Employees eligible for paid parental leave will not be able to participate in the Disability Salary Continuation.

### **Duration/Limitation of Leave**

Employees are only eligible for one (1) six week leave period in a rolling 12 month period, regardless of whether more than one birth or adoption occurs within that 12 month time frame.

If both employees work for the County, under FMLA, there is a combined 12 week limit. Additionally, each employee is entitled to a 6 week paid parental leave period. The two 6 week parental leave periods cannot be shared between each spouse; however, spouses are permitted to stagger the start of their continuous six week periods as long as the combined leave does not extend past twelve weeks.

### **Employee Benefits**

Annual leave and sick leave will continue to accrue during the period of paid Parental Leave. The employee's payroll deductions for all employee benefits will continue during the duration of the leave.

### **Conditions of Repayment of Paid Parental Leave**

If the Director of Human Resources determines that an employee has abused or falsified information or was otherwise not eligible for leave, the employee will be required to repay any leave previously approved and will be subject to disciplinary action including termination.

Any employee who fails to return to work due to a voluntary termination following a paid parental leave (or following the conclusion of FMLA leave) shall reimburse the County in an amount equivalent to the value of the paid parental leave taken directly by check, or through deduction from his or her final pay check if the balance is sufficient to cover the amount

## SECTION VII ATTENDANCE AND LEAVE

---

11.01

owed, or through a combination thereof.

### **7.20.1 Procedure: Parental Leave**

~~Upon receipt of the written request for Parental Leave, the Department/Division Director must complete a Personnel Action form spelling out the anticipated period of leave and forward it to the Human Resources Division along with a copy of the written request.~~

### **7.20.1 Procedure: Parental Leave**

Employees will notify their supervisors with as much advance notice as possible under the circumstances.

Employees must notify Human Resources for the Request of the FMLA packet at least 30 days prior to the anticipated date of the leave if possible.

The FMLA Certification by Health Care Provider for Employee's Serious Health Condition or Family Member's Serious Health Condition Form must be completed and submitted to Human Resources for review and approval.

An employee will be required to furnish applicable documentation for a newly adopted child such as letter from respective adoption agency, attorney handling adoption, Petition of Adoption, Adoption Decree.

### **7.21 Approved Leave of Absence Without Pay**

Division Directors may grant an employee approved leave of absence without pay on a full or part-time basis for a period not to exceed ninety (90) days, or up to one (1) year with approval by the County Administrator, subject to the following conditions:

Leave without pay should be granted only when it is in the interest of the County to do so. Such leave must be justified and not be detrimental to the operations of the department. Funds expended for substitute staff and related operating expenses may not exceed the amount that would be expended if the employee had remained on the job.

- A. Leave without pay may be granted for an employee to attend a college, university, or other accredited educational institution, for the purpose of receiving training and education, subject to the following guidelines:

The education to be received must be directly related to the employee's current job, or related to a job function the employee may reasonably be expected to perform, and is of apparent benefit to the department.

Paid Parental Leave Policy Comparison

	Palm Beach County	Miami-Dade County	City of Coral Gables	City of Doral	City of Miami Beach	City of St. Petersburg	City of Tampa	City of West Palm Beach	Village of Wellington	Leon County Recommendation
Date Adopted	3/14/2017	2/2/2016	6/13/2017	8/10/2016	11/2/2016	1/1/2015	2/10/2017	10/24/2016	10/1/2016	Proposed: 7/11/2017
Duration	6 weeks (8 weeks for C-section)	6 weeks	6 weeks	4 weeks	6 weeks	6 weeks	8 weeks	6 weeks	6 weeks	6 weeks
Concurrent with FMLA?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Eligibility Criteria	1 year of service, at least 1,250 hours in the 12 month period preceding the leave period	1 year of service	1 year of service	Full-time employees, 1 year of service, at least 1,250 hours in the 12 month period preceding the leave period	1 year of service	Full-time employees	Full-time employees, 1 year of service	1 year of service, at least 1,250 hours in the 12 month period preceding the leave period	1 year of service, at least 1,250 hours in the 12 month period preceding the leave period	1 year of service, at least 1,250 hours in the 12 month period preceding the leave period
When does the leave have to be taken?	Immediately	Within 1st year	Within 12 weeks	Within 12 weeks	Within 1st year	Immediately	Not specified	Immediately	Within 12 weeks	Immediately
Continuous or Intermittent?	Continuous	Either – By day or by week	Continuous	Either – By day or by week	Either	Either	Continuous	Either – By day or by week	Continuous	Continuous
Both parents (who are both employees) eligible for same leave?	Yes	Yes	Yes	Yes	Yes	Not specified	Primary parent (8 weeks) Secondary parent (2weeks)	Not specified	Yes	Yes
Parents, (both employees), granted flexibility to stagger leave periods?	Yes	Yes	Yes	Yes	Yes	Not specified	Not specified	Not specified	Yes	Yes
Percentage Covered	100%	Incrementally Reduced (100%/75%/50%)	Incrementally Reduced (100%/75%/50%)	100%	Incrementally Reduced (100%/75%/50%)	100%	100%	100%	100%	Incrementally Reduced (100%/75%/50%)
Annual Estimated Cost?	Rough estimate: \$147k - \$195k "Review cost and provide more accurate estimate after one year"	"Difficult to determine"	\$65k-\$200k	"Cost reviewed after one year"	"Difficult to determine"	"No negative fiscal impact"	\$290k	\$200k	\$30k	"Cost reviewed after one year"
Annual limit?	One period per 12 months	Unlimited	One period per 12 months	One period per 12 months	Unlimited	One period per 12 months	One period per calendar year	Not specified	One period per 12 months	One period per 12 months

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #26**

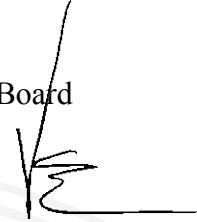


# Leon County Board of County Commissioners

## Agenda Item #26

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Status Report on Marketing Initiatives from the Division of Tourism Development

---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	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 marketing initiatives in Tourist Development's advertising budget, realigning funds initially allocated to incentivize JetBlue air service to support a Knight Creative Communities Institute campaign to help reinvigorate the #iHeartTally brand.

### **Fiscal Impact:**

As recommended by the Tourist Development Council (TDC), this item has a fiscal impact of \$35,000 to support the #iHeartTally campaign. Funding is available in the FY 2017 Tourism Development marketing budget through the reallocation of \$35,000 previously budgeted for incentives for JetBlue service.

### **Staff Recommendation:**

Option #1: Accept the status report on the marketing initiatives from the Division of Tourism Development.

## **Report and Discussion**

### **Background:**

On March 8, 2016 the Board accepted a status report on the Tourism Division's marketing efforts to drive visitation to Leon County during the spring season and ongoing efforts to support possible new JetBlue air service to and from the Tallahassee International Airport and Fort Lauderdale International Airport (Attachment #1).

The Tourism Division worked with the County's advertising agency of record to develop a \$40,000 advertising package targeting southeast Florida, within the existing marketing budget, to drive visitation from greater Fort Lauderdale to Tallahassee on JetBlue. A sales campaign was also developed for travel agents, meeting planners, group organizers, and other consumers to generate additional air traffic to Tallahassee. At this time, it has been confirmed that JetBlue service to Tallahassee will not come to fruition this fiscal year.

### **Analysis:**

At the June 22, 2017 Tourist Development Council (TDC) meeting, Knight Creative Communities Institute (KCCI) made a presentation requesting \$35,000 in support for a #iHeartTally campaign which includes a large permanent public art installation along the western end of the pedestrian bridge at Cascades Park and a smaller mobile structure for use at a variety of local events (Attachment #2). It is anticipated the City of Tallahassee will match the Leon County investment of \$35,000 and KCCI has committed to raise the balance of the proposed \$149,136 through private funding sources. Following the presentation by KCCI, the TDC unanimously supported this #iHeartTally campaign and the reallocation of \$35,000 from the marketing budget which had previously been designated to incentivize JetBlue air service.

Should the Board accept this status report the County will own the smaller structure and will contribute to the larger permanent installation which will be owned and maintained by the City of Tallahassee given its location at the foot of the Cascades Park pedestrian bridge. Upon completion of the '#iHeartTally' mobile structure, the Division of Tourism Development will be responsible for storing, coordinating transportation to/from various events and/or businesses and managing the booking calendar for where the structure will be displayed.

The Division has ample storage space for housing the mobile structure when it is not on display. Based on the spec dimensions provided by the fabricator, the Tourism Division van should be adequate for transporting the structure to/from display sites. Additionally, the Tourism staff will manage the booking calendar for where the structure will be displayed throughout the year, collaborating with the 2017 KCCI Catalyst Team on additional potential locations. The mobile structure will be displayed at local events such as: Springtime Tallahassee, Word of South Festival, Capital City Amphitheater concerts, cross country events at Apalachee Regional Park, participating T.O.U.R. Guide partners on program days, the annual Marketing Rollout, events receiving grant funding, etc.

**Options:**

1. Accept the status report on marketing initiatives from the Division of Tourism Development.
2. Do not accept the status report on marketing initiatives from the Division of Tourism Development.
3. Board Direction.

**Recommendation:**

Option #1.

**Attachments:**

1. March 8, 2016 agenda item – Acceptance of the Marketing Status Report from the Division of Tourism Development
2. KCCI #iHeartTally Campaign Proposal

# Leon County Board of County Commissioners Cover Sheet for Agenda #16

March 8, 2016

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Acceptance of the Marketing Status Report from the Division of Tourism Development

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of Economic Vitality
<b>Lead Staff/ Project Team:</b>	Lee Daniel, Director of Tourism Development Gary Stogner, Senior Marketing Director for Tourism Development

**Fiscal Impact:**

This item has a fiscal impact and adequate funding is available in the FY 2016 Tourism Development marketing budget.

**Staff Recommendation:**

Option #1: Accept the Marketing Status Report from the Division of Tourism Development.

Title: Acceptance of the Marketing Status Report from the Division of Tourism Development  
March 8, 2016  
Page 2

---

## **Report and Discussion**

### **Background:**

In the Spring of 2015, Tourism Development initiated a very successful “Spring on Stage” campaign to take advantage of the many special events that occur in Leon County during the March to May time period. With the early legislative session in 2016 and loss of the Florida State University spring football game to Orlando; this campaign is even more important in driving visitation during March, April and May 2016.

This agenda item serves as a status report to the Board on Tourism’s marketing efforts to drive visitation to Leon County during the spring season and ongoing efforts to support possible new JetBlue air service to and from the Tallahassee International Airport and Ft. Lauderdale International Airport.

This marketing campaign is essential to the following FY 2012 – FY 2016 Strategic Initiatives that the Board approved at the January 26, 2016 meeting:

- Implement Strategies that promote the region as a year round destination.

This particular Strategic Initiative aligns with the Board’s Strategic Priority:

- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities.

### **Analysis:**

The analysis will focus on Spring on Stage, which includes the promotion of the Capital City Amphitheater concerts, and the proposed campaign that, when official, would support the new air service on JetBlue. The first two campaigns are designed to primarily drive spring 2016 business and the JetBlue campaign would begin later in 2016.

#### *Spring on Stage*

The integrated campaign focuses on the collective strength of the unique offerings that create multiple reasons for visiting the destination during the three month period. In addition to concert performances at the Capital City Amphitheater in Cascades Park, the campaign focuses on major events and festivals, including the Red Hills Horse Trials, Springtime Tallahassee, Word of South Festival, Southern Shakespeare Festival, LeMoyne Chain of Parks Art Festival, and the Emancipation Celebration.

The overall paid media campaign includes more than 8 million digital impressions primarily among travel prospects in Florida and Georgia and more than 500,000 magazine readers. The print campaign launched with the February, 50<sup>th</sup> anniversary issue of Southern Living and continues with regional publications such as Tallahassee Magazine, Emerald Coast Magazine and 850 Business Magazine. The paid media campaign is being supported through the Division’s social media and public relations activities which are focused on daily and weekly/community newspapers in Florida, Georgia and Alabama and regional travel bloggers.

Title: Acceptance of the Marketing Status Report from the Division of Tourism Development  
March 8, 2016  
Page 3

---

In addition to being included on all Spring On Stage advertising, social media and public relations activities, the concert performances (April 8 with Dawes, April 9 with Jason Isbell and April 22 with Boz Scaggs) have a supplemental promotional program. These efforts include local media (WCTV, 106.1-FM, 101.5-FM, Tallahassee Democrat, etc.), poster distribution to area businesses and college campuses, targeted digital marketing to music fans, promotional flyers in county, city employee newsletters and utility bills and sweepstakes radio promotions in top feeder markets. Staff has been distributing concert promotional material at the recent County and Community events.

### *JetBlue*

Staff has been active in working with the Tallahassee International Airport and the Director of Tourism Development serves on the Airport Advisory Committee. Staff attended the Sixel Airport Conference last year in California with the City of Tallahassee Airport Director to meet with various airlines regarding air service to Tallahassee. This year the 2016 Sixel Conference will be held in Tallahassee and Tourism Development has provided funding from the convention bid pool and transportation grants budget to help secure this conference. It is estimated that over 100 route planners from major airlines will be attending the three-day event, which will be held on April 10 – 12.

Recently, staff has been participating in meetings with senior management at JetBlue regarding service to Tallahassee. Based on these conversations, the airline has expressed interest in providing air service to Tallahassee, and staff is encouraged that service connecting the Tallahassee International Airport to the Ft. Lauderdale International Airport can commence later this year.

A three-phase approach has been developed to provide the incentives necessary to secure JetBlue service for Tallahassee. First, the Tallahassee Area Chamber of Commerce is spearheading efforts to get pledges from area businesses that would result in at least a \$2 million bank of tickets to support the service. Businesses, association, universities and organizations are being asked to pledge \$5,000 worth of tickets per year for two years. At a recent press conference to launch the ticket campaign to the community, Florida State University pledged \$1 million for future ticket purchases based on estimated travel expenses for its staff. Second, the Tallahassee International Airport is offering an incentive package that includes reductions in landing fees, ticket counter space and other costs. Finally, the Division of Tourism Development is working with the County's advertising agency of record to develop a \$40,000 advertising package, within the existing marketing budget, in southeast Florida to drive visitation from greater Ft. Lauderdale to Tallahassee on JetBlue. Tourism Development will also develop a sales campaign to southeast Florida for FY 2017 that will include direct-to-consumer as well as travel agents, meeting planners, group organizers and others that can drive additional air traffic this way.

The promotional package includes:

- Discussions with Jet Blue in developing cooperative advertising ventures that maximize messaging in South Florida that reaches leisure and business travelers;
- Focus on in-market opportunities in digital media and radio in and around Fort Lauderdale, positioning the new service as the most efficient (in terms of saving time and money) means of travel to Tallahassee;

Title: Acceptance of the Marketing Status Report from the Division of Tourism Development  
March 8, 2016  
Page 4

---

- Incorporate social media, sweepstakes promotions, email newsletters and public relations activities as part of an integrated campaign.
- Introduce Fort Lauderdale – Tallahassee service through email communications and targeted sales presentations with travel agents, meeting planners and group organizers.

Based on the success of the Spring on Stage campaign in 2015, staff has added additional media opportunities for 2016 in order to minimize lost business in March and April due to the early legislative session. The potential JetBlue service provides an excellent opportunity to increase visitation from southeast Florida, and staff will continue to follow the developments closely and research future opportunities to expand this market.

**Options:**

1. Accept the Marketing Status Report from the Division of Tourism Development.
2. Do not accept the Marketing Status Report from the Division of Tourism Development.
3. Board direction.

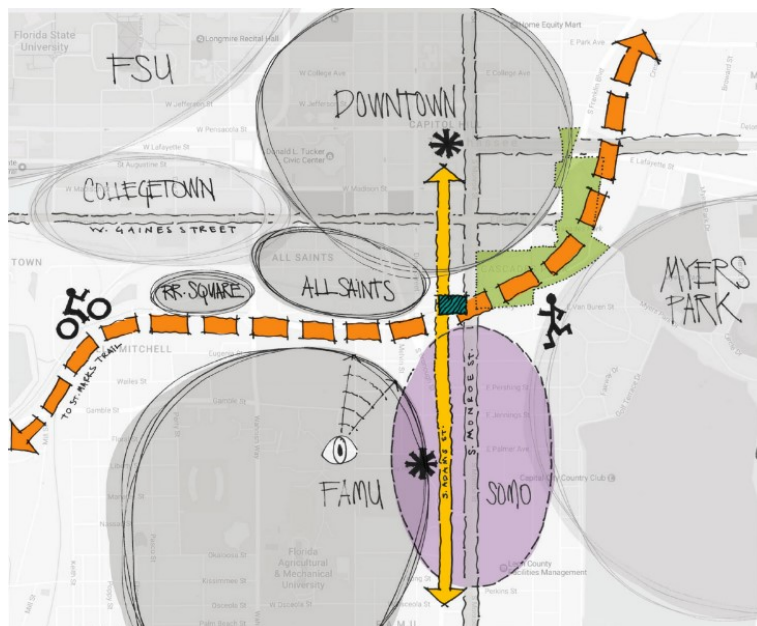
**Recommendation:**

Option #1.

# #iHeartTally Project Proposal



The 2017 KCCI Catalyst Class is seeking public and private funds to assist with a public art installation. This sculpture of the hashtag #iHeartTally will catalyze a marketing campaign that will allow people to celebrate their love for Tallahassee across social media, giving the rest of the world a picture of what makes our community special. The sculpture will be located in an underserved area in our community, igniting and activating private and public development.



## Budget Overview

Total Budget: \$149,136

Total Ask from TDC: \$35,000

TDC Funding includes purchase and ownership of mobile sculpture, and contributes to permanent structure and marketing.

The overall project budget includes #iHeartTally sculpture creation and installation, urban park revitalization, marketing, community engagement and more.



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #27**

# Leon County Board of County Commissioners

## Agenda Item #27

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Animal Abuser Registry

---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services
<b>Lead Staff/ Project Team:</b>	Cara Aldridge, Director, Animal Control

### **Statement of Issue:**

This agenda item seeks Board approval to utilize a County-wide Animal Abuser Registry with the City of Tallahassee to increase public awareness of animal abuse crimes and to help decrease the occurrences of animal abuse. This item also recommends Board consideration of the creation of State-wide Animal Abuser Registry as part of the 2018 Legislative Priorities Workshop.

### **Fiscal Impact:**

This item has no fiscal impact to the County. Through the use of existing resources, the Clerk of Court is currently designing an Animal Abuser Registry for the City of Tallahassee that can be modified to include unincorporated area information, updated on a regular basis by the Clerk and accessed through a link on the County's website.

### **Staff Recommendation:**

- Option #1: Direct staff to draft an ordinance for the creation and use of a County-wide Animal Abuser Registry with the City.
- Option #2: Include for consideration as part of the Board's 2018 Legislative Priorities Workshop the County's support for the creation of a State-wide Animal Abuser Registry.

## **Report and Discussion**

### **Background:**

At the May 9, 2017 meeting, the Board directed staff to prepare an agenda item to consider whether the County should participate in the City of Tallahassee's Animal Abuser Registry. The creation of an Animal Abuser Registry was adopted into the City of Tallahassee's Animal Ordinance on April 26, 2017 as a method to increase public awareness of animal abuse crimes and to facilitate the identification of offenders by entities and individuals offering animals for adoption or purchase (Attachment #1).

The ordinance requires individuals who reside within the city limits that have been convicted of the following criminal violations to be listed on the Registry:

- cruelty to animals
- fighting or baiting animals
- killing a dog or cat with the intent to sell or give away its pelt
- killing or aggravated abuse of horse or other cattle
- sexual activities involving animals
- confinement of animals without sufficient food, water, or exercise or abandonment of animals

The Registry will contain the following information:

- abuser's full legal name, address and date of birth
- the offense(s)
- date of conviction
- date the listing will expire from the Registry
- photograph of the convicted animal abuser as a part of the arrest/booking process
- any other identifying data necessary to properly identify the abuser and exclude innocent persons

The Registry will be maintained by the City or its agent, placed on the City's official website, and made available for posting on the websites of other entities. Further, the Registry will contain the required information about each abuser for a period of five years following his or her release from incarceration or, if not incarcerated, from the date of the judgment of conviction.

The Ordinance encourages animal rescues and pet dealers to consult the Registry prior to selling or transferring ownership of an animal and to be cautious when evaluating the transfer of ownership to an offender on the Registry. The Ordinance also encourages the same establishments to publicly display the names of offenders on the Registry "in well-trafficked, highly visible areas for public viewing and in stock /break areas of employees."

The City created a Task Force comprised of representatives from City and County Animal Control, the State Attorney's Office, Tallahassee Police Department, Leon County Sheriff's Office, Leon County Health Department, City Attorney's Office, City Parks and Recreation Department and other relevant agencies to assist in designing the registry. The Task Force

identified several focus areas they believed would serve to curtail animal abuse within the City and the County.

The Registry is currently in the technical design phase and is not operational as of the writing of this item. The City is working with the Clerk of the Circuit Court and Comptroller (Clerk) to create the Animal Abuser Registry as the Clerk has access to all of the information needed to populate the Registry. The City intends to publish the Registry on their website and make the link to the Registry available to other interested organizations.

### **Analysis:**

Animal abuser registries are a fairly new concept advocated by animal welfare organizations across the country. The most widespread reason for animal abuser registries is the correlation between the commission of animal abuse and future violence against persons. Studies have shown that abusive behavior towards animals often extends to humans in the form of domestic violence, child abuse and in some cases, murder. The purpose of a registry is to aid law enforcement and animal control officers in tracking offenders and to provide notification to the public and community of the presence of these offenders. In addition, an abuser registry helps facilitate the identification of offenders by entities and individuals offering animals for adoption or purchase so that they can make an informed decision regarding the transfer of animal ownership.

Animal rescue organizations in the community currently utilize a stringent background investigation process before they will transfer ownership of an animal. The vetting process typically includes reference and character checks which may include looking up potential adopters on the Clerk's website, visits to the home of the individual and follow-up visits to ensure the animal is a good fit with the adopting family. It is likely that an abuser registry would be utilized by these organizations as an extra step in their vetting process. However, pet dealers and rescue organizations have varying degrees of adoption processes and the addition of a registry may not modify their behavior, but would provide an additional resource to assist in their decision making.

As referenced, the City's Ordinance states that the Animal Abuser Registry will contain information on those offenders who reside within the city limits. Staff has approached the City about the development of a joint registry and they generally support the concept. The Board could choose to draft an ordinance that reflects its intent to utilize an animal abuser registry and incorporate residents countywide. The Clerk's Office is in the testing phase of a program written to capture data on all residents convicted of the qualifying offenses. If the County and City intend to use the data, both agencies could link to the Clerk's data and customize a registry to meet their specific parameters. For example, the City could list information only for offenders who reside within the city limits. Staff could coordinate with the City to insure that the information on both websites is formatted similarly. Consideration of a proposed ordinance would require a scheduled public hearing.

### Statewide Registry

Staff reviewed the animal abuser registries in other states, counties and cities and found that although several recently introduced legislation to create animal abuser registries, Tennessee is the only state with an active animal abuser registry which became operational January 1, 2016. This past legislative session, the Florida Legislature considered House Bill 871 and Senate Bill 1628 that would have created a state-wide animal abuser registry requiring the Florida Department of Law Enforcement to create a publicly accessible registry. The Bill was unanimously approved by the Criminal Justice Subcommittee; however, the legislation failed in the Justice Appropriations Subcommittee. Cost of implementation was cited as one concern. Animal advocacy groups are committed to continuing their efforts to encourage legislation for a state-wide registry.

Staff has assessed that the state-wide registry approach offers several advantages related to the codification of a registry in statute. The state could enforce the registration of offenders as a part of the sentencing processes or based on a criminal conviction of a specific violation. Also, the state could impose additional penalties for failure to comply with registration requirements and ensure judicial oversight of the processes. A state-wide registry will also assist in limiting offenders that reside in a community with a registry, from going to another community without a registry, to obtain possession of a domestic animal. The state also has jurisdiction over the criminal offenses that would be included in an abuser registry where the County's jurisdiction and enforcement powers are limited to the issuance of civil citations and other civil-based remedies. Staff supports this concept and recommends that the Board include for consideration as part of the Board's 2018 Legislative Priorities Workshop the County's support for the creation of a State-wide Animal Abuser Registry.

In reviewing other animal abuser registries, the County Attorney's Office has opined that the most effective registries contain the following elements:

- Offenders are court ordered to update information contained in the registry.
- Information is not readily available to the public, but is shared between law enforcement, animal rescue organizations and pet dealers.
- The registry is maintained by law enforcement

These elements, in the County Attorney's opinion, are integral in minimizing exposure to liability by requiring the offender to update their information with the registry instead of relying on the Clerk to keep up with the most current and accurate information; limiting the dissemination of the offender's personal information to only those necessary to effectuate the goal and/or purpose of the registry; and, ensuring that the registry has an enforcement mechanism.

Although the design of an animal abuser registry and the entity responsible for administering the registry varies, the added community value of an animal abuser registry is not an issue of dispute.

Should the Board choose to participate in a County-wide Animal Abuser Registry with the City, a public hearing is required to adopt the proposed ordinance. Staff will continue to work cooperatively with the City to define the implementation process for sharing the registry.

Further, staff recommends that the Board include for consideration as part of the 2018 Legislative Priorities Workshop the County's support for the creation of a State-wide Animal Abuser Registry.

**Options:**

1. Direct staff to draft an ordinance for the creation and use of a County-wide Animal Abuser Registry jointly with the City.
2. Include for consideration as part of the Board's 2018 Legislative Priorities Workshop the County's support for the creation of a State-wide Animal Abuser Registry.
3. Do not direct staff to draft an ordinance for the creation and use of a County-wide Animal Abuser Registry jointly with the City
4. Do not include for consideration as part of the Board's 2018 Legislative Priorities Workshop the County's support for the creation of a State-wide Animal Abuser Registry.
5. Board direction.

**Recommendation:**

Options #1 and #2

**Attachment:**

1. City of Tallahassee Ordinance No. 17-0-10AA, Section 4-2 and 4-13

**ORDINANCE NO. 17-O-10AA**

**AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING CHAPTER 4 (ANIMALS) OF THE CODE OF GENERAL ORDINANCES; ESTABLISHING A CITY ANIMAL ABUSER REGISTRY; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OF AN ABUSER REGISTRY; PROVIDING FOR REGISTRATION REQUIREMENTS; PROVIDING A REGISTRY FOR ANIMAL SHELTERS, PET SELLERS, PRIVATE CITIZENS, OR OTHERS TO VOLUNTARILY CONSULT BEFORE SELLING, TRANSFERING OR OTHERWISE CONVEYING AN ANIMAL TO AN INDIVIDUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, while the State of Florida has criminalized the cruel treatment of animals and animal abuse, animal cruelty continues to occur in the City of Tallahassee and throughout the State of Florida; and

**WHEREAS**, the City Commission finds that animal cruelty is a serious problem, resulting in the abuse of many animals each year; and

**WHEREAS**, on June 22, 2016, the City Commission authorized the formation of an Animal Crimes Task Force (“Task Force”), which would consist of representatives from City and County Animal Control, the State Attorney’s Office, Tallahassee Police Department, Leon County Sheriff’s Office, Leon County Health Department, City Attorney’s Office, City Parks and Recreation Department and other relevant agencies; and

**WHEREAS**, the Task Force has identified several focus areas to curtail animal abuse within the City and County; and

**WHEREAS**, an animal abuse registry is one tool the Task Force would like to implement to provide public notice of people convicted of certain animal abuse crimes; and

CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.

1       **WHEREAS**, the City Commission finds that people who have abused animals in the past  
2       are likely to do so in the future and studies show that there is near 100% recidivism rate for certain  
3       types of abuse such as animal hoarding; and

4       **WHEREAS**, the City Commission recognizes that City residents and their animals need  
5       to be protected and that an on-line registry that identifies animal abusers is necessary; and

6       **WHEREAS**, the City Commission has determined that it is in the best interest of the  
7       residents of the City and their animals that an animal abuse registry be established identifying  
8       individuals residing in the City convicted of certain abuse crimes and strongly encourage the  
9       animal shelter, pet seller, or other person or entity to not convey or sell animals to registered  
10      persons; and

11      **WHEREAS**, the City Commission finds that it will serve the public health, safety, and  
12      welfare of the citizens and animals within the City to create this Animal Abuser Registry for the  
13      City.

14      **NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE**  
15      **CITY OF TALLAHASSEE, FLORIDA:**

16      Section 1. Section 4-2, of the Code of General Ordinances of the City of Tallahassee,  
17      Florida, is hereby amended and shall read as follows:

18      Section 4-2. Definitions.

19      *Abandon* means the act of placing an animal on public property or within a public building,  
20      unattended or uncared for, or on or within the private property of another without the express  
21      permission of the owner, custodian or tenant of the private property. An animal shall also be

CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.



considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter, for a period in excess of 24 hours, regardless of where such animal may be found or kept.

Abuser means any persons eighteen (18) years of age or older, including juveniles tried as an adult, who have been convicted of an Abuse Offense.

Abuse Offense means the commission of any act that constitutes the criminal offense of:

(a) Cruelty to animals under Section 828.12, Florida Statutes;

(b) Fighting or baiting animals under Section 828.122, Florida Statutes;

(c) Killing a dog or cat with the intent to sell or give away its pelt under Section 828.123,

Florida Statutes;

(d) Killing or aggravated abuse of horse or cattle under Section 828.125, Florida Statutes;

(e) Sexual activities involving animals under Section 828.126, Florida Statutes;

(f) Confinement of animals without sufficient food, water, or exercise or abandonment of animals under Section 828.13, Florida Statutes.

Abuser Registry means the registry established by Ordinance and codified in the Code of General Ordinances of the City of Tallahassee Section 4-13.

*Animal* means any domesticated animal or any captive wild animal.

*Animal control officer* means any person employed or appointed by the city or county who is authorized to investigate and enforce violations relating to animal control or cruelty under the provisions of this chapter.

1        *Animal services* means the organization or authority designated by the city to enforce  
2 animal control ordinances, provide temporary care for stray and surrendered animals and carry out  
3 other relevant animal related governmental laws and programs.

4        *Animal shelter* means any facility designated by the city for the purpose of housing and  
5 caring for animals held under the authority of this chapter.

6        *At large* means any animal, other than a dog, that is off the premises of the owner, while  
7 not under the supervision and control of the owner, or, in the case of dogs, any dog that is not at  
8 all times, whether on or off the premises of the owner, under the direct control of the owner.

9        *Attack* means the act by any animal of approaching a domestic animal or a person in such  
10 a manner that hostile contact with the other animal or person occurs, or if the act requires a  
11 defensive action by any person to prevent bodily injury when such person is conducting himself  
12 peacefully and lawfully. Conduct of an animal, such as charging, growling, or chasing in a  
13 menacing fashion is considered an attack if a reasonable person believes such conduct threatens  
14 the safety and welfare of any person.

15        *Baiting* means to attack with violence, to provoke, or to harass an animal with one or more  
16 animals for the purpose of training an animal for, or to cause an animal to engage in, fights with  
17 or among other animals.

18        *Bite* means that the skin has been penetrated by an animal's teeth or beak.

19        *Cat* means the domestic cat, *Felis catus*.

CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.

1           *Citation* means a written notice issued to a person by an officer stating that the officer has  
2     probable cause to believe that the person has committed a civil infraction in violation of this  
3     chapter and that the county court will hear the charge.

4           *Community cat* means any unowned free-roaming cat that may or may not be feral. Any  
5     free-roaming cat that does not have traceable identification through a currently registered  
6     microchip, rabies tag, or private identification tag shall be considered a community cat. A  
7     community cat that has been spayed or neutered and vaccinated against the rabies virus shall be  
8     distinguished from other cats by having its ear tipped.

9           *Conviction* means, with respect to a person's felony or misdemeanor offense, a  
10    determination of guilt which is the result of a trial or the entry of a plea of guilty or nolo contendere,  
11    regardless of whether adjudication is withheld.

12          *Dangerous dog* means any dog that according to the records of Tallahassee Animal  
13    Services, the Leon County Division of Animal Control, or any law enforcement agency:

14          (1) Has aggressively bitten, attacked or endangered, or has inflicted severe injury on a  
15    human being on public or private property; or

16          (2) Has more than once severely injured or killed a domestic animal while off the owner's  
17    property; or

18          (3) Has been used primarily or in part for the purpose of dog fighting, or is a dog trained  
19    for dog fighting; or

20  
  
CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.

(4) Has, when unprovoked, chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack; provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by any of the above-referenced authorities.

This definition shall not apply to dogs utilized by law enforcement officers in the performance of their duties.

*Direct control* means effective immediate, continuous physical control of a dog at all times such as by means of a leash, lead, kennel, secure fence, or chain of such strength to restrain the dog and controlled by a responsible person capable of restraining the dog, or safe and secure restraint within a building or vehicle. If the controlling person is at all times fully and clearly within unobstructed sight and hearing of the dog, voice control shall be considered direct control when the dog is actually participating in certified training or in an official showing, obedience, or field event. Direct control shall not be required of dogs actually participating in a legal sport in an authorized area or of government police dogs.

*Dog* means the domestic dog, *Canis familiaris*, or any of the various other animals of the family *Canidae*.

*Ear tip* means the universal sign to identify a community cat that has been spayed or neutered and vaccinated against the rabies virus. The procedure involves removing approximately a quarter inch off the tip of the cat's ear in a straight line cut. It is customarily the left ear and this is done while the cat is anesthetized.

CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.

*Electronic fence or an electronic collar* means a fence or collar that controls the movement of a dog by emitting an electrical shock when the animal wearing the collar nears the designated boundary.

*Feral animal* means any wild cat or dog, whether it was born in the wild or reverted to a wild state due to abandonment or lack of domestication.

*Fowl* means poultry of any kind, including but not limited to chickens, pheasants, guineas, turkeys, peacocks, ducks, and geese.

*Impoundment* means impoundment at a shelter or the taking or picking up and confining of an animal by an officer under the provisions of this chapter.

*Legal responsibility* means, for the purpose of this chapter, the owner as hereinafter defined shall be considered legally responsible for:

(1) The actions of an animal; and

(2) The care of an animal.

In the absence of written proof of ownership, all adult members of the household shall be considered legally responsible.

*Litter* means the offspring produced at one birth by a mammal that normally bears several young during a delivery.

*Livestock* means all animals of the equine, bovine, ratite or swine class. This includes goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.

*Officer* means any law enforcement officer or any animal control officer.

CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.

1           *Owner* means any person, partnership, corporation or other legal entity owning, harboring,  
2 or keeping any animal, or in the case of a person under the age of 18 years of age, that person's  
3 parent or legal guardian. This definition shall not apply to any veterinary clinic or boarding kennel.

4           *Person* means any individual (eighteen years of age or older, including, when appropriate,  
5 juveniles tried as adults), firm, association, joint venture, partnership, estate, trust, business trust,  
6 syndicate, fiduciary, corporation, entity, or any group or combination thereof.

7           *Pet Seller* means any individual or person, partnership, firm, corporation or other entity  
8 which offers animals for sale or is engaged in the sale, exchange, or other transfer of ownership of  
9 animals.

10           *Proper shelter for an outdoor animal* shall include but is not limited to a permanent  
11 structure with four sides, a top and a bottom. The structure shall have a waterproof roof, be  
12 structurally sound, and shall be sufficiently insulated to protect the animal from the elements, with  
13 space to stand up, sit down, turn around and lie down in a normal posture. The structure and  
14 surrounding area needs to be free from trash or waste so as not to threaten the physical well-being  
15 of the animal. Examples of inadequate shelter include, but are not limited to, lean-tos, metal drums,  
16 cardboard boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient  
17 protection from the elements.

18           *Registrant* means any individual or person required by this Section to be placed on the  
19 City's Abuser Registry.

20           *Scratch* means that the skin has been penetrated by an animal's claws, horn, or other  
21 appendage.

CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.

Service Animal means any dog or miniature horse that has been individually trained to do work or perform tasks for people with disabilities as defined under the Americans with Disabilities Act (ADA).

*Severe injury* means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

*Spayed or neutered* means rendered permanently incapable of reproduction by a licensed veterinarian.

*Unprovoked* means any situation where the victim has been acting peaceful and lawful.

*Veterinarian* means a person trained and authorized to treat animals medically who is duly licensed and registered by the state under F.S. ch. 474 or the licensing area in which the veterinarian is practicing.

Section 2. Section 4-13 of Chapter 4, of the Code of General Ordinances of the City of Tallahassee, Florida, is hereby created and shall read as follows:

**Section 4-13. Animal Abuser Registry. This part shall be known and may be cited as the “City of Tallahassee Animal Abuser Registry.”**

(a) The City of Tallahassee shall establish an Animal Abuser Registry that shall contain the names, residence, photo and other related information of certain Abusers living within the City of Tallahassee who are convicted of an Abuse Offense on or after the effective date of this Ordinance. The Abuser Registry will be maintained by the City or its agent, shall be listed on the City’s official website, (available for posting on the websites of other entities) and may contain links to other Abuser Registries that are available, or as they become available in the future, to be used as an

CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.

1 informational resource by Animal Shelters, Pet Sellers, or other Persons or entities located in the  
2 City when they sell, exchange or otherwise transfer the ownership of an Animal. The City may  
3 promulgate internal policies and procedures, as may be amended from time to time, necessary for  
4 the implementation of the Abuser Registry.

5 (b) The Abuser Registry shall contain the Abuser's full legal name, address, date of birth,  
6 offenses, conviction date, date the listing will expire from the registry, a photograph taken of the  
7 convicted animal abuser as part of the booking process and any other identifying data necessary to  
8 properly identify the Abuser and to exclude innocent Persons.

9 (c) The Abuser Registry shall contain the required information about each particular Abuser,  
10 for a period of five (5) years following his or her release from incarceration or, if not incarcerated,  
11 from the date of the judgment of conviction.

12 (d) The City will attempt to ensure that the information in the Abuser Registry is accurate and  
13 complete. However, the City relies on other sources for the information. As a result, the City  
14 makes no express or implied guarantee concerning the accuracy or completeness of any of the data  
15 in the Registry. Any Person who believes their information is erroneously contained on the Abuser  
16 Registry may submit information to the City Director of Parks, Recreation, and Neighborhood  
17 Affairs to appeal their inclusion on the Abuser Registry. The Director shall review the information  
18 and, within thirty (30) days of receiving the information, shall render a decision in writing on  
19 whether the individual is properly listed on the Abuser Registry. If the Director determines the  
20 Person should not be listed on the Abuser Registry, the registration information for that Person  
21 shall be removed from the Abuser Registry within ten (10) business days following the Director's  
22 determination.

CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.



1        Upon notification to the City that the criminal records of a Registrant have been expunged  
2 or sealed by the Court or upon the successful appeal of a conviction of an Abuse Offense by a  
3 Registrant required to be on the Abuser Registry, the registration information for that person shall  
4 be removed from the Abuser Registry within ten (10) business days following notification.

5        (e) Every Registrant shall provide updated information within ten (10) business days of any  
6 change in residential address and/or upon any official name change. Failure of the Registrant to  
7 provide updated information may result in the issuance of a citation in accordance with Section 4-  
8 51, City of Tallahassee Code, and fines assessed in accordance with Section 4-52, City of  
9 Tallahassee Code.

10        (f) A Person who has been determined by a court to be unfit to have custody of animals  
11 pursuant to Section 828.073, Florida Statutes, shall also be bound by the determinations of the  
12 court if that determination was made pursuant to the same underlying facts resulting in the criminal  
13 conviction that requires them to register with the City Abuser Registry.

14        (g) Animal Shelters, Pet Sellers, Persons or entities located within the corporate boundaries of  
15 the City are strongly encouraged to consult the Abuser Registry before transferring, selling or  
16 otherwise conveying ownership of an Animal to determine if the prospective owner is listed on  
17 the Abuser Registry. If the prospective owner is listed on the Abuser Registry, Animal Shelters,  
18 Pet Sellers, Persons or other entities should exercise caution when evaluating whether to transfer,  
19 sell or otherwise convey an Animal to an Abuser, and may voluntarily decline to, transfer, sell or  
20 otherwise convey the Animal to the Abuser.

21        (h) Animal Shelters, Pet Sellers, and other Persons or entities are encouraged to take all  
22 necessary steps to ensure that an Animal is not transferred to a person listed on the Abuser Registry.

23  
CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.

Such steps may include, but are not limited to, posting, when possible, current signage displaying registrants in well-trafficked, highly visible areas for public viewing and in stock/break areas of employees.

Section 3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 4. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of the City of Tallahassee, Florida, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date: This Ordinance shall take effect immediately upon final passage.

INTRODUCED in the City Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED by the City Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF TALLAHASSEE

By: \_\_\_\_\_  
Andrew D. Gillum  
Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James O. Cooke, IV  
City Treasurer-Clerk

By: \_\_\_\_\_  
Lewis E. Shelley  
City Attorney

CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.

**Leon County  
Board of County Commissioners**

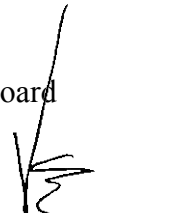
**Notes for Agenda Item #28**

# Leon County Board of County Commissioners

## Agenda Item #28

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Consideration of Modifications to the County's Animal Tethering Ordinance to Provide for Further Restrictions on Animal Tethering

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services
<b>Lead Staff/ Project Team:</b>	Cara Aldridge, Director, Animal Control

### **Statement of Issue:**

This agenda item seeks Board approval to amend the current ordinance to provide further restrictions on the tethering of domesticated animals. Currently, a domestic animal can be tethered unattended by a person for an unlimited period of time. Amendments to the current Ordinance are recommended to provide a requirement that a person must be physically present when an animal is tethered to ensure the safety and welfare of the animals while they are restrained.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option # 1: Direct staff to draft an amendment to the current animal control ordinance to require attended animal tethering, with the exceptions noted in this agenda item.

## **Report and Discussion**

### **Background:**

At the May 23, 2017 meeting, the Board directed staff to prepare an agenda item regarding modifications to the County's animal tethering ordinance.

The County regulates the tethering of animals as identified in Chapter 4 of the Leon County Code of Laws (Attachment #1). The current ordinance includes the following restrictions on tethering:

- The tether must be positioned to prevent strangulation or injury of the animal.
- The tether must have a swivel at both ends to prevent entanglement and a properly fitted collar/harness of commercial grade. The use of choke collars is prohibited.
- The pulley, running line, or trolley system must be at least 15 feet in length and less than seven feet above the ground.
- The weight or gauge of any tether or chain cannot be more than 1/8 of the animal's weight for every six feet of the tether or chain. Logging chains and vehicle tow chains are expressly prohibited.
- No weight can be added to an animal collar, harness, chain, or tether.
- The animal cannot be tethered outside in periods of extreme weather.
- The tethered animal cannot be sick or injured and must be at least six months of age.
- Animals cannot be tethered to a vacant or abandoned structure or vacant property.
- Tethering requirements do not apply to animals that are being walked or exercised.

Under the County's current ordinance an animal may be tethered continuously from six month of age until the end of its life as long as the tethering requirements are met and the animal is provided adequate food, water and shelter.

Over the past several years, the Board has provided significant policy direction focused on improving the welfare of domestic animals while being sensitive to the concerns and needs of citizens. Specifically related to animal tethering, the Board directed staff to establish a workgroup to address issues regarding animal tethering at the August 23, 2011 meeting. The workgroup included representatives from the Humane Society, City of Tallahassee Animal Services, rescue group volunteers and concerned citizens. The workgroup discussed several aspects of tethering that focused on making the life of the animal on a tether more favorable while protecting the public health and safety. The options the workgroup explored included the following:

- time restricted tethering where owners are allowed to tether their animals but only during specific times of the day;
- time limited tethering which would allow owners to tether for short specified periods of time throughout the day;
- attended tethering that would allow animals to be tethered when a person is physically present with the animal; and
- completely banning tethering.

During this process, staff tracked animal bites involving tethered dogs and relationships between inhumane care complaints and tethered animals. Between January and December 2013 the data

Title: Consideration of Modifications to the County's Animal Tethering Ordinance to Provide for Further Restrictions on Animal Tethering

July 11, 2017

Page 3

---

showed that out of 335 animal bites, 18 (5.5%) involved dogs that had been tethered prior to or during the bite and that 187 (61%) out of 307 calls for inhumane care were tethered dogs.

The workgroup provided specific recommendations aimed at enhancing the County ordinance related to tethering of which all but one were implemented. At that time, the workgroup recommended that the County implement attended tethering requirements where animals could only be tethered when physically in the presence of a person. However, staff was concerned with the potential financial burden to animal owners that might not be able to comply with the ordinance by building a fenced in area for the animal.

At that time, animal tethering ordinances with this level of restriction was a new idea and several counties where such an ordinance was implemented had private organizations in various stages of developing fencing programs to provide assistance to pet owners for compliance. No such program was available in the County. At a February 12, 2013 public hearing, staff recommended and the Board adopted ordinance modifications consistent with the workgroup's recommendations, excluding the requirement for attended tethering. At that time staff, recommended the Board consider including the requirement for attended tethering at a future date.

**Analysis:**

Staff reviewed the past policy direction provided by the Board, current literature on this issue and how other jurisdictions are regulating animal tethering and have identified the use of attended tethering as the best method of expanding the County's current animal tethering ordinance.

Under an attended animal tethering ordinance, animals customarily can only be tethered when accompanied by a person. However, some ordinances allow exceptions to attended tethering for hunting dogs, working dogs and other specific instances where tethering the animal is required such as when the animal is at training, grooming, boarding, shelter and veterinary facilities. An attended tethering ordinance should also have provisions to allow people to house their animals outside within a fenced space of adequate size for the animal; allowing the animal to move freely about the space untethered. When compared to tethering, fenced animal enclosures have been found to improve the social wellbeing of animals and provide improved exercise environments while eliminating public health and safety concerns related to unintended access to the animal by children and other stray animals.

An expansion of the County's animal tethering ordinance to allow only attended tethering would result in improved quality of life of domestic animals; the elimination of issues related to the safety of the animal and the public; and would positively impact pet overpopulation concerns. Such an ordinance expansion would also promote an environment where the animals would be more naturally kept, get more exercise and improve their interaction with humans.

The Animal Control Office has recently experienced positive results from tethering restrictions in a local rental home community. This community allowed renters to keep tethered dogs on their property and Animal Control responded to nearly 100 requests for service per year. After

the community came under new management that restricted the tethering of animals, Animal Control responded to only 10 calls per year at the property, representing a 90% reduction in call volume from this community.

In addition, major animal welfare organizations such as the ASPCA and the Humane Society of the United States recommend minimal tethering of dogs (Attachments #2 & #3). The USDA prohibits the tethering of dogs and cats at facilities they regulate because of the negative impacts that tethering has on the animals (Attachment #4).

While the County's tethering requirements apply to any domesticated animal, dogs are the most commonly tethered animal. Tethered dogs can be treated inhumanely, cause public health and safety concerns, and contribute to public nuisance issues.

#### *Inhumane Care*

The long term tethering of dogs is often considered inhumane. Dogs are naturally social, pack-oriented animals that thrive on interaction with people and other animals. When they are forced to live on tethers, they often become forgotten animals with little to no socialization. Not only do they become aggressive, a continuously chained dog can become neurotic and anxious and if tethered for months or years can suffer from psychological damage. Tethered dogs are also left vulnerable to attacks by other animals and sometimes people in the neighborhood. Most people who tether their dogs are not knowingly or intentionally cruel; they are keeping their dogs the only way they know how.

In 2012 staff was concerned that if tethering were banned, the inhumane treatment of dogs would move inside and would be beyond an animal control officer's view and eliminate officer discretion. This is no longer a concern as staff has found that most people who tether dogs are not knowingly or intentionally cruel. Owners are keeping their dogs the only way they know how, using the means they have to care for the animal. Pet owners that have been referred to animal welfare organizations for assistance by Animal Control staff have welcomed the assistance provided and are happy to have their dogs off tethers.

#### *Public Health and Safety Concerns*

Tethered dogs that are isolated from positive human interaction pose a risk to members of the community because tethering is known to increase a dog's aggression. Since there is no physical barrier between a tethered dog and a child or other member of the community, these dogs can pose a risk to neighbors; especially children. A review of an on-line data base of reported dog bites from 2003 and 2016 found there were 450 dog bites in the United States and 45 in Florida involving dogs on tethers. The majority of the victims involved in these bites were children. As a result of contact with tethered dogs, four children under the age of four died in Florida. The four Florida counties where these children were attacked modified their ordinances to require attended tethering. According to a study in Pediatrics (1994), chained or tethered dogs are 2.8 times more likely to bite and for victims under the age of 12 that number rises 5.4 times (Attachment # 5).

Tethered dogs are a public nuisance contributing to pet overpopulation. The majority of dogs that are tethered outside 24 hours a day, 7 days a week are not altered. Unaltered females can attract intact males from up to a mile away and as such fall victim to unwanted litters that more often than not end up in local shelters.

*Other Jurisdictions*

There are several states that have strict tethering laws including Texas, California, Indiana, Maryland and Connecticut. Although Florida does not have specific tethering requirements, 20 counties in Florida currently have tethering ordinances more restrictive than Leon County. Of those 20 counties, 15 currently require attended tethering which represents approximately 61% of the 19 million people residing in the state of Florida. Four counties limit tethering to a specific length of time or only allow tethering during certain times of the day while one county (Okaloosa) completely banned tethering. Table #1 provides a review of the Florida counties that have adopted ordinances with tethering requirements that are more restrictive than Leon County.

**Table # 1: Tethering Requirements by Florida Counties**

County	No Tethering Allowed	Timed Limited Tethering	Attended Tethering
Alachua		X	
Broward			X
Citrus			X
Collier			X
Dade			X
Duval			X
Escambia			X
Hernando			X
Hillsborough			X
Lake			X
Lee			X
Manatee			X
Marion		X	
Okaloosa	X		
Orange		X	
Palm Beach			X
Pasco			X
Pinellas			X
Sarasota			X
Seminole		X	



Title: Consideration of Modifications to the County's Animal Tethering Ordinance to Provide for Further Restrictions on Animal Tethering

July 11, 2017

Page 6

---

*Community Support for Animal Owners*

As previously stated, the tethering workgroup recommended that the County implement attended tethering requirements. However, due to concerns related to the potential financial impact to residences and the lack of a community organization to provide assistance to pet owners, it was determined at that time to defer this aspect of tethering requirements until such time those conditions change.

In 2013, Voices of Chance Animal League (VOCAL) began operating in Leon County. VOCAL is a non-profit tethering education and fence building organization that is run and supported by local business owners. At no cost to the owner, the organization has successfully built numerous new enclosures to remove dogs from tethers. VOCAL will not only build an enclosure, they will also educate pet owners, provide dog houses to each dog, provide veterinary care and flea medication when needed, and have even paid pet deposits for renters who wanted to keep their pets but could not afford the pet deposit. Collars and leashes are provided to the owner for every dog they build a fence for to encourage owners to interact with their dogs. VOCAL also builds each enclosure close to the home so the dog is no longer isolated and can gain more social interaction with the family.

Because VOCAL's resources are now available in the community and the associated positive benefits identified, staff recommends that the Board amend the County's ordinance to require attended tethering. This option allows staff to easily identify whether or not an animal is permanently tethered outside. Staff currently provides education to pet owners prior to the issuance of a citation by providing pet owners with educational material and a reasonable amount of time to effectively gain compliance with the ordinance. Staff intends to enforce the attended tethering requirements in the same manner and will work with owners towards achieving compliance prior to taking enforcement actions.

*Exceptions*

Staff recognizes that there are occasions that unattended tethering should be allowed; specifically in cases involving hunting dogs, working dogs and in instances where tethering is required in camping or recreational areas and when dogs are at training, grooming, boarding, shelters and veterinary facilities. Should the Board choose to expand the tethering provisions, staff will include exceptions for the Board's consideration in a draft proposed ordinance amendment.

*Conclusion*

Although amending the Ordinance to require attended tethering would encompass all domestic animals, the vast majority of the animals that would be affected by this change would be dogs as they are the animal typically tethered long term. In an effort to enhance the quality of life of people residing in our community and the pets that accompany them, staff recommends that the Board amend the County ordinance to require attended animal tethering with consideration for the exceptions previously identified to be outlined in the draft ordinance. A public hearing is required to consider changes to the Ordinance.

Title: Consideration of Modifications to the County's Animal Tethering Ordinance to Provide for Further Restrictions on Animal Tethering

July 11, 2017

Page 7

---

**Options:**

1. Direct staff to draft an amendment to the current animal control ordinance to require attended animal tethering, with the exceptions noted in this agenda item.
2. Do not direct staff to draft an amendment to the current animal control ordinance to require attended animal tethering, with the exceptions noted in this agenda item.
3. Board direction.

**Recommendation:**

Option # 1.

**Attachments:**

1. Sections 4-26 and 4-37 of Chapter 4, Leon County Code of Laws
2. ASPCA Information Regarding Dog Bite Prevention and Anti-Tethering
3. Humane Society of the United States Animal Tethering FAQ
4. USDA Animal Welfare Regulations Subpart A - Dogs and Cats
5. Pediatrics; Which Dogs Bite?

## **Leon County Ordinance**

### ***Sec. 4-26. - Definitions.***

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandon* shall mean the act of placing an animal on public property or within a public building, unattended or uncared for, or on or within the private property of another without the express permission of the owner, custodian or tenant of the private property. An animal shall also be considered abandoned when it has been unattended and/or without adequate food, water, ventilation or shelter, for a period in excess of 24 hours, regardless of where such animal may be found or kept. Such abandonment shall constitute the relinquishment of all rights and claims by the owner to such animal, in accordance with F.S. § 705.19.

*Affidavit* shall mean a written statement of facts that are voluntarily made by a person who is under oath to tell the truth about the facts and information contained in the statement. Additionally, the person signing the affidavit, called the affiant, attests to his or her identity. The statement must be witnessed and signed by a person who is legally authorized to administer oaths, such as a law enforcement officer or a notary public.

*Aggressive animal* shall mean any animal which has injured or killed a domestic animal in a first unprovoked attack while off of the premises of the owner.

*Animal* shall mean any living domesticated creature or any captive wild creature, and/or as defined in F.S. § 828.02.

*Animal control officer* shall mean any person employed or appointed by the county who is authorized to investigate, on public or private property, violations relating to animal control or cruelty to animals pursuant to state law and this article.

*Animal shelter* shall mean any facility designated by the county for the purpose of housing and caring for animals held under the authority of this article or state law.

*At large* shall mean any animal which is off of the premises of the owner, unless restrained by leash or tether of appropriate length, or other control device, such that the animal is under the direct control of a responsible person, and (i) the animal has entered upon the property of another person without authorization of that person, or (ii) the animal has entered onto public property, street or right-of-way. If the owner's, leaser's, or renter's property is located within a community association or other common-property arrangement, it shall also be considered off

the owner's, leaser's, or renter's property if the animal leaves the owner's curtilage and onto common property, unless such property is clearly designated as an "off-leash" area.

*Attack* shall mean the act by any animal of approaching a domestic animal or a person in such a manner that hostile contact with the other animal or a person occurs.

*Bite* means that the skin has been penetrated by an animal's teeth.

*Board* shall mean the Board of County Commissioners.

*Cat* means the domestic cat, *Felis catus*.

*Citation* shall mean a written notice issued to a person by an animal control officer stating that the officer has probable cause to believe that the person has committed a civil infraction in violation of a duly-enacted ordinance and that the county court will hear the charge.

*Dangerous animal* shall mean an animal that has, when unprovoked:

- (1) Aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property; or
- (2) Has more than once severely injured or killed a domestic animal while off the owner's property; or
- (3) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion, or an apparent attitude of attack; and
- (4) Provided that such actions as set forth and described in paragraphs (1), (2) and (3) above are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

*Direct control* shall mean any animal that is controlled and is obedient to a competent person's commands, is restrained by leash or tether of appropriate length, or other physical control device, or is within a secure enclosure.

*Director of animal control* shall mean the person designated by the county administrator to enforce the ordinances and laws pertaining to animal control and cruelty to animals.

*Division of animal control* shall mean the agency designated by the Board of County Commissioners to enforce the ordinances and laws pertaining to animal control and cruelty to animals.

*Dog* means the domestic dog, *Canis familiaris*, or any of the various other animals of the family *Canidae*.

*Domestic* means tame, usually by generations of breeding, and living in close association with humans as a pet, work animal or farm animal in such a way that creates a dependency on humans so that the animal loses its ability to live in the wild.

*Endanger* shall mean risk of harm or imperil.

*Exposure to rabies* shall mean contact by any person, domestic animal or captive wild animal with saliva, brain tissue, or other potential infectious material of a rabid animal or of an animal suspected to be rabid due to its apparent ill health, or which is of a species commonly recognized to be a carrier of rabies, such as, but not limited to, raccoons, foxes, bats, skunks, and bobcats.

*Feral animal* shall mean any wild cat or dog, whether it was born in the wild or reverted to a wild state due to abandonment or lack of domestication.

*Impoundment* shall mean the taking up and confining of an animal by the division of animal control in a manner consistent with professionally-recognized standards of humane treatment.

*Inhumane care of animals* includes, but is not limited to, any act, omission, or neglect, which causes unjustifiable injury, physical pain, suffering, or death to any living animal when there is reasonable remedy or relief.

*Livestock* shall mean all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, chickens or poultry and other grazing animals.

*Neutered* shall mean rendered permanently incapable of reproduction or permanently incapable of reproduction because of physiological sterility, but only where the neutered condition has been certified by a veterinarian licensed in any state.

*Owner* shall mean any person, firm, corporation or organization owning, possessing, harboring, or having control, custody and care of an animal. If the animal is owned by a person under 18 years, that person's parent or guardian.

*Person* shall mean any individual, firm, corporation, partnership, organization, or association.

*Potential rabies carrier* shall mean any species commonly recognized to be a carrier of rabies, such as, but not limited to, raccoons, foxes, bobcats, and skunks.

*Proper shelter for an outdoor animal* (excluding livestock) shall mean:

(1) Any structure with at least three walls, a roof, and a floor in adequate condition as not to endanger the safety of the animal and as to provide necessary protection of the animal from weather conditions. Examples of inadequate shelter include, but are not limited to, lean-tos,



cardboard boxes, plastic airline carriers unless sides are modified to keep wind and rain out, abandoned vehicles or material that does not provide sufficient protection from the elements.

(2) The structure must be made of durable materials including, but not limited to, wood or molded plastic.

(3) The structure shall have a waterproof roof, be structurally sound with waterproof and wind resistant sides, with space for the animal to stand up, sit down, turn around and lie down in a normal posture.

(4) The structure must be properly located so that it does not allow for standing water to pool inside following any weather event or other water intrusion.

(5) The structure and surrounding area needs to be free of trash or waste so as not to threaten the physical wellbeing of the animal.

(6) The shelter must have clean bedding to provide insulation and protection against cold and dampness and promote the retention of body heat. Acceptable bedding shall include, but not be limited to, blankets, hay, straw, or cedar shavings.

*Public nuisance by animals* means, but is not necessarily limited to:

(1) Any animal which chases vehicles or persons; or

(2) Any animal, which runs at large upon public or private property without permission from the property owner; or

(3) Any animal which soils, defiles, or defecates on public or private property, other than the property of the owner, unless the owner immediately removes and properly disposes of it; or

(4) Any animal which causes unsanitary or dangerous conditions to exist resulting in noxious odors, the attraction of rodents, insects, vermin, animal pests and parasites (i.e., ticks, fleas, worms, etc.); or

(5) Any feral animal; or

(6) Any animal which meows, barks, howls, whines or makes other sounds common to the species, persistently or continuously for a period of 30 minutes or longer when the animal is not contained within an enclosure sufficient to baffle loud noises and render them reasonably unobjectionable. This subsection shall not apply to animals maintained on land zoned for agricultural purposes, nor shall it apply to a properly permitted animal shelter established for the care and/or placement of unwanted or stray animals, nor a properly zoned commercial boarding kennel or other animal facility; or

(7) Failure to remove animal fecal matter such that adjacent property owners or inhabitants are unable to enjoy the use of his or her property due to the odor or smell; or

(8) Failure to eradicate fleas, ticks and other animal pests and parasites from the animal owner's and/or caregiver's property which results in an infestation or proliferation of the same beyond the boundaries of the animal owner's and/or caregiver's property.

*Severe injury* means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

*Severe weather* shall mean any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life.

*Tethering* shall mean a rope, leash, pulley run or other means of constraint, which must be attached to the animal by a properly applied commercially available buckle-type collar, halter or harness and configured so as to protect the animal from injury and prevent entanglement with other objects and/or animals. This shall not apply to an owner who is walking or exercising their animal.

*Unprovoked* shall mean that the victim who has been conducting himself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by an animal.

*Veterinarian* shall mean a person who is licensed to engage in the practice of veterinary medicine as provided for in F.S. ch. 474.

*Veterinary hospital or clinic* shall mean any place or facility owned or operated by a licensed veterinarian and used for the practice of veterinary medicine in the diagnosis, treatment, and care of diseases of and injuries to animals, or used for the boarding of animals during such diagnosis, treatment or care, or used for the temporary boarding of animals belonging to the veterinarian's clients.

## **Leon County Ordinance**

### **Sec. 4-37. - *Humane Care Required.***

- (a) No owner shall fail to provide his or her animal with sufficient and wholesome food, proper shelter and protection from the weather at all times, veterinary care when needed to prevent suffering, sufficient exercise space, and humane care and treatment, including clean, sanitary, safe, humane conditions. The owner of an animal shall provide clean water for the animal in a sufficient quantity to maintain the animal in a healthy condition. Water shall be provided at all times in a stable container which is sized appropriately for the animal's species and breed.
- (b) No person shall overload, overwork, torture, or torment, deprive of necessary sustenance, beat, mutilate or inhumanely kill, or otherwise abuse any animal or cause or permit the same to be done.
- (c) No person shall abandon any animal by forsaking the animal entirely or by neglecting or refusing to provide or perform the legal obligations for care and support of the animal.
- (d) Any person who, as the operator of a motor vehicle, strikes a domesticated animal, should immediately report such incident to any law enforcement agency or to the division of animal control.
- (e) Tethering. No person shall under any circumstances tether any animal in a manner that is injurious to the animal's health, safety and well-being. Proper and humane tethering includes, but is not limited to the following:
  - (1) Collars used to attach an animal should be comfortable and properly fitted. The use of choker collar or chain is prohibited.
  - (2) The tether shall not extend over an object or edge in such a manner that could result in strangulation of or injury to the animal. The length of the tether must be a minimum of six feet, or at least three times the length of the animal measured from the animal's nose to the base of its tail, whichever is greater, unless the tether is being used to secure the animal to the bed of an open vehicle or pick-up truck. The tether must have a swivel at both ends to prevent entanglement. Restraints should allow the animal to move about and lie down comfortably. Pulley, running line, or trolley systems must be at least 15 feet in length and less than seven feet above the ground.



- (3) Tethering of an animal is prohibited during severe weather events and natural disasters such as flood, fires, tornadoes, hurricanes or blizzard.
  - (4) No animal shall be confined to a vacant or abandoned structure or vacant property.
  - (5) The weight or gauge of any tether or chain shall not be more than one-eighth of the animal's weight. Logging chains and vehicle tow chains are prohibited. No person shall add any weight to an animal collar, harness, chain or tether.
  - (6) The animal tethered must be at least six months of age. Puppies and kittens shall not be tethered.
  - (7) The animal tethered must not be sick or injured.
- (f) Any person who commits any of the following acts shall be in violation of this section:
- (1) Baiting, breeding, training, transporting, selling, owning, possessing, or using any wild or domestic animal for the purpose of animal fighting or baiting;
  - (2) Betting or wagering any money or other valuable consideration on the fighting or baiting of animals;
  - (3) Attending the fighting or baiting of animals;
  - (4) Owning, possessing, or selling equipment for the purpose of animal fighting or baiting;
  - (5) Providing or allowing property for use in the housing, training, transport, fighting or baiting of animals.

## Dog Care

---

### Dog Bite Prevention



#### Increasing Safety, Reducing Risks

To reduce the number of injuries from dog bites, adults and children should be educated about bite prevention, and dog owners should practice responsible dog ownership.

Understanding dog body language is a key way to help avoid being bitten. Know the signs that dogs give to indicate that they're feeling anxious, afraid, threatened or aggressive.

- **An aggressive dog may try to make herself look bigger.** Her ears may be up and forward, the fur on her back and tail may stand on end or puff out, and her tail may be straight up—it may even wag. She may have a stiff, straight-legged stance and be moving toward or staring directly at what she thinks is an approaching threat. She may also bare her teeth, growl,

lunge or bark. Continued approach toward a dog showing this body language could result in a bite.

- **An anxious or scared dog may try to make herself look smaller.** She may shrink to the ground in a crouch, lower her head, repeatedly lick her lips, put her tail between her legs, flatten her ears back and yawn. She may look away to avoid direct eye contact. She may stay very still or roll on her back and expose her stomach. Alternatively, she may try to turn away or slowly move away from what she thinks is an approaching threat. If she can't retreat, she may feel she has no other alternative but to defensively growl, snarl or even bite.
- **Many dogs can show a mixture of these body postures, indicating that they feel conflicted.** Remember to avoid any dog showing any of signs of fear, aggression or anxiety—no matter what else the dog is doing. It's important to realize that a wagging tail or a crouching body doesn't always mean friendliness.



## Safety Tips for Children

Be aware of the fact that any dog can bite. From the smallest to the largest, even the most friendly, cute and easygoing dogs might bite if provoked. The vast majority of dog bites are from a dog known to the person—his or her own pet, a neighbor's or a friend's. You can help protect your child from dog bites by discussing with him the appropriate way to behave around dogs. We offer the following tips:



- Children should not approach, touch or play with any dog who is sleeping, eating, chewing on a toy or bone, or caring for puppies. Animals are more likely to bite if they're startled, frightened or caring for young.
- Children should never approach a barking, growling or scared dog.
- Children should not pet unfamiliar dogs without asking permission from the dog's guardian first. If the guardian says it is okay, the child should first let the dog sniff his closed hand. Then taking care to avoid petting the dog on the top of the head, he can pet the dog's shoulders or chest.
- Children should not try to pet dogs who are behind a fence or in a car. Dogs often protect their home or space.
- If a child sees a dog off-leash outside, he should not approach the dog and should tell an adult immediately.
- If a loose dog comes near a child, he should not run or scream. Instead, he should avoid eye contact with the dog and stand very still, like a tree, until the animal moves away. Once the dog loses interest, the child can slowly back away.
- If a child falls down or is knocked to the ground by a dog, he should curl up in a ball with his knees tucked into his stomach, and fingers interlocked behind his neck to protect his neck and ears. If a child stays still and quiet like this, the dog will most likely just sniff him and then go away.
- Children should never try to outrun a dog. If a dog does attack a child, the child should "feed" the dog his jacket, bag, bicycle—or anything that he has for the dog to grab onto or anything he can put between himself and the dog.

## Recommendations for Pet Parents

Although you can't guarantee that your dog will never bite someone, there are many ways that you can significantly reduce the risk.

- Adopt from a well-managed animal shelter whose staff and volunteers can fill you in on the dog's background, personality and behavior in the shelter.
- Spay or neuter your dog as soon as possible. Healthy puppies can be spayed or neutered as early as eight weeks of age. Spayed or neutered dogs may be less likely to bite.
- Socialize your dog! Well-socialized dogs make enjoyable, trustworthy companions. Undersocialized dogs are a risk to their owners and to others because they can become frightened by everyday things—which means they are more likely to aggress or bite. Socializing is the opposite of isolating. It's important for puppies to meet, greet and enjoy a variety of people, animals, places and things. Done properly, socializing helps puppies feel comfortable and friendly in various situations, rather than uncomfortable and potentially aggressive. The main rule for effective socializing is to let your dog progress at her own pace and never force her to be around someone or something when she's clearly fearful or uncomfortable.
- Take your dog to humane, reward-based training classes—the earlier the better. We recommend starting your puppy in puppy kindergarten classes as early as eight weeks, right after her first set of vaccinations. Early training opens a window of communication between you and your dog that will help you consistently and effectively teach her good behavior.
- Make your dog a part of the family. Don't chain or tie her outside, and don't leave her unsupervised for long periods of time—even in a fenced yard. Most tethered dogs become frustrated and can feel relatively defenseless, so they're much more likely to bite. Well-socialized and supervised dogs are much less likely to bite.
- Don't wait for a serious accident to happen. The first time your dog shows aggressive behavior toward anybody, even if no injury occurs, seek professional help from a Certified Applied Animal Behaviorist (CAAB), a veterinary behaviorist (Dip ACVB), or a qualified Certified

Professional Dog Trainer (CPDT). Please see our article, [Finding Professional Behavior Help \(/pet-care/general-pet-care/behavioral-help-your-pet\)](#), for information about finding an expert in your area. Your animal shelter may also offer or be able to refer you to helpful services.

- Err on the safe side. Be aware of common triggers of aggression, including pain, injury or sickness, the approach of strangers or strange dogs, the approach of people in uniforms, costumes or unusual attire (especially hats), unexpected touching, unfamiliar places, crowds, and loud noises like thunder, wind, construction, fireworks and appliances. If possible, avoid exposing your dog to these triggers. If she seems stressed or panicked in crowds, leave her at home. If she overreacts to visitors or delivery personnel, keep her in another room when they come to your house. Work with a qualified behavior and training professional to help your dog become more comfortable with these and other situations.
- Always supervise children and dogs. Never leave a baby or child younger than 10 years old alone with a dog. Teach your children to treat your dog gently and with respect, giving the dog her own space and opportunities to rest.
- Fulfill basic animal-care responsibilities. License your dog as required by law and provide regular veterinary care, including rabies vaccinations. Don't allow your dog to roam alone.



[https://secure.aspca.org/donate/donate?  
ms=wb\\_rig\\_rescuer-  
dog&initialms=wb\\_rig\\_rescuer-  
dog&pcode=WEBMEMBER&lpcode=WEBGUARD\)](https://secure.aspca.org/donate/donate?ms=wb_rig_rescuer-dog&initialms=wb_rig_rescuer-dog&pcode=WEBMEMBER&lpcode=WEBGUARD)

### Other Ways to Help:



[Fundraise with Team ASPCA \(/team/aspca?ms=wb rig otherways&initialms=wb rig otherways\)](#)

 $g_+$ 

(http://www.facebook.com/share.php/share?  
u=https%3A%2F%2Fwww.pet-worship.org/pet  
care/dogare/dogare/dog-  
care/dogare/dogare/dog-  
bite- bite- bite-  
prevention-over-Dogs%26Bite%26Preventic

([HTTPS://SECURE.ASPCA.ORG/DONATE/DONATE?](https://secure.aspca.org/donate/donate?)



MS=WB\_FOO\_DONATEBAR-PUPPIES-CRUELTY-  
20160616&INITIALMS=WB\_FOO\_DONATEBAR-  
PUPPIES-CRUELTY-  
20160616&PCODE=WEBMEMBER&LPCODE=WEBGU



## Press Release

---

# ASPCA Urges NYC Council Health Committee to Support Dog Licensing & Anti-Tethering Bills

*Hearings to discuss Intro. 328 & Intro. 425, both boons to public health, safety*

December 17, 2010

NEW YORK--The ASPCA® (The American Society for the Prevention of Cruelty to Animals®) today announced its support of two pieces of legislation beneficial to New Yorkers and their pets.

Intro. 328, introduced by Councilmember Jessica Lappin (D-Manhattan), would allow the City to raise the license fee for an unaltered dog from \$11.50 to \$34.00, with the new surcharge of \$25.50 going to a specially designated City Animal Population Control Fund administered by the Department of Health to help NYC Animal Care and Control (AC&C) implement a population control program. This surcharge, which was previously sent to the State, will now remain in New York City.

Intro. 425, known as anti-tethering legislation and introduced by Councilmember Peter Vallone, Jr. (D-Queens) would prohibit pet owners from restraining animals outdoors for longer than three hours in a continuous 12-hour period.

"We are grateful for the council's consideration of these two very important bills, which will improve the lives of New York City's two- and four-legged residents," says ASPCA President and CEO Ed Sayres. "We hope that the increase in the licensing fee will encourage dog owners to spay or neuter--as

well as license--their pets in order to make this program as effective as it can be. We are also excited by the possibility of AC&C having access to increased funding to address NYC's animal overpopulation problem.

"The ASPCA has long recognized the importance of spaying and neutering and provides free and low-cost surgeries in all five boroughs, seven days a week," adds Sayres. "A well-funded animal population control program would reduce the number of cats and dogs euthanized and decrease potential threats to public health and safety. We look forward to working with the City, the Council, and Speaker Quinn to find innovative ways to educate and encourage people to license their pets and greatly increase dog license compliance rates."

Chained dogs can and have become aggressive due to constant confinement, a lack of socialization with humans, and an inability to escape from perceived threats. Tethering also exposes dogs to injury by other animals and people, extreme weather conditions and the tether/chain itself. Prohibiting tethering could help reduce threats to public safety.

The ASPCA's Humane Law Enforcement department receives numerous calls each year from NYC residents reporting instances of neglected dogs tethered outdoors. "Unfortunately, there is little we can do until the dog is suffering from clear signs of starvation, injury, or illness, and can pursue cruelty charges against the owner," says Sayres. "This proposed legislation is an important first step in enabling law enforcement to take action before a dog begins to suffer, and we look forward to working with Councilmember Vallone and his colleagues on strengthening the bill's language to make it as effective as possible."

###

### About the ASPCA®

Founded in 1866, the ASPCA® (The American Society for the Prevention of Cruelty to Animals®) is the first animal welfare organization in North America and serves as the nation's leading voice for animals. More than two

million supporters strong, the ASPCA's mission is to provide effective means for the prevention of cruelty to animals throughout the United States. As a 501(c)(3) not-for-profit corporation, the ASPCA is a national leader in the areas of anti-cruelty, community outreach and animal health services. For more information, please visit [www.ASPCA.org](http://www.ASPCA.org) (<http://www.ASPCA.org>), and be sure to follow the ASPCA on [Facebook](http://www.facebook.com/aspca) (<http://www.facebook.com/aspca>), [Twitter](http://twitter.com/aspca) (<http://twitter.com/aspca>), and [Instagram](http://instagram.com/aspca) (<http://instagram.com/aspca>).





[\(https://secure.asPCA.org/donate/donate?ms=wb\\_rig\\_rescuer-dog&initialms=wb\\_rig\\_rescuer-dog&pcode=WEBMEMBER&lpcode=WEBGUARD\)](https://secure.asPCA.org/donate/donate?ms=wb_rig_rescuer-dog&initialms=wb_rig_rescuer-dog&pcode=WEBMEMBER&lpcode=WEBGUARD))

### Other Ways to Help:

[Become a Monthly Member \(/secure/join?ms=wb\\_rig\\_otherways&initialms=wb\\_rig\\_otherways&pcod](#)

[Fundraise with Team ASPCA \(/team/aspca?ms=wb\\_rig\\_otherways&initialms=wb\\_rig\\_otherways\)](#)

**Share this page:**



(http://www.facebook.com/share.php?  
u=https%3A//www.aspc.org/about-us/press-  
us/press-as/press-  
releases/as/press-  
urges-urges-releases/aspc-  
nyc-nyc-urges-  
council-council-nyc-  
health-health-council-  
committee-committee-  
support-support-committee-  
dog-dog-support-  
licensing-licensing-dog-  
anti-tethering-bills-2017-2017-nyc-council-  
Tethering-Bills)

# Chaining and Tethering Dogs: Frequently Asked Questions

What you should know about this inhumane practice

iStockphoto



Have you seen chained dogs in your neighborhood and wondered what to do? Here are some common questions about chaining and tethering dogs, including how you can help.

What is meant by "chaining" or "tethering" dogs?

Why do people tether their dogs?

Why is tethering bad for dogs?

How does tethering dogs pose a danger to humans?

How should dogs be confined and restrained safely?

Should tethering ever be allowed?

What about attaching a dog's leash to a "pulley run"?

What can I do to help chained/tethered dogs?

## What is meant by "chaining" or "tethering" dogs?

Generally speaking, the terms "tethering" and "chaining" refer to the practice of fastening a dog to a stationary object and leaving him unattended. The term "chaining" tends to refer to situations where thick, heavy chains are used. "Tethering" is more often referred to partial restraint on a rope, lighter chain or pulley, which is the more prevalent form of tethering. These terms are not meant to refer to an animal being walked on a leash, or cases of supervised, temporary tethering while an owner is present.

[back to top](#)

## Why do people tether their dogs?

People tether their dogs for a variety of reasons. Most people who do this are unaware of the harm it can cause to their dogs. Social norms of pet-keeping have made tethering unpopular, so it is declining as a practice, but some reasons people do it include:

The dog is a repeat escapee and the owner has run out of ideas to safely confine the dog. Sometimes this is the reason dogs are kept on heavier chains—they have chewed through or otherwise escaped lighter tethers and the owner is trying to keep them from getting loose.

The owner is trying to protect his dog from something on the other side of their fence (kids, another dog, etc.) by keeping the dog in one area in the yard.

The owner's fence is damaged, or the owner doesn't have a fenced yard.

The dog's behavior makes keeping him indoors challenging, and the owner doesn't know how to correct the behavior.

The landlord may not allow the pet owner to keep the dog indoors or install a fence.

The pet owner comes from a family that always tethered dogs, and may never have realized there were better options.

[back to top](#)

## Why is tethering bad for dogs?

Dogs are naturally social beings who need interaction with humans and/or other animals. Intensive confinement or long-term restraint can severely damage their physical and psychological well-being. An otherwise friendly and docile dog, when kept continuously chained or intensively confined in any way, becomes neurotic, unhappy, anxious and often aggressive.

It is common for continuously tethered dogs to endure physical ailments as a result of being continuously tethered. Their necks can become raw and sore, and their collars can painfully grow into their skin. They are vulnerable to insect bites and parasites, and are at high risk of entanglement, strangulation, and harassment or attacks by other dogs or people.

Tethered dogs may also suffer from irregular feedings, overturned water bowls, inadequate veterinary care and extreme temperatures. During snow storms, these dogs often have no access to shelter. During periods of extreme heat, they may not receive adequate water or protection from the sun. Owners who chain their dogs are less likely to clean the area of confinement, causing the dogs to eat and sleep in an area contaminated with urine and feces. What's more, because their often neurotic behavior makes them difficult to approach, chained dogs are rarely given even minimal

affection. Tethered dogs may become "part of the scenery" and can be easily ignored by their owners.

[back to top](#)

## How does tethering dogs pose a danger to humans?

Tethering is not only bad for dogs—it is a high risk factor in serious dog bites and attacks. Dogs unable to retreat from perceived or real threats can act out aggressively when approached. Dogs tethered for long periods can become highly aggressive. Dogs feel naturally protective of their territory; when confronted with a perceived threat, they respond according to their fight-or-flight instinct. A tied dog, unable to take flight, resorts to fight, attacking any unfamiliar animal or person who unwittingly wanders into his or her territory.

Tragically, the victims of such attacks are often children who approach the dog unaware of the risks. Furthermore, a tethered dog who finally does get loose from his chains may remain aggressive, and is likely to chase and attack unsuspecting passersby and pets because s/he has developed severe behavior problems from long-term, intensive confinement.

It is important for people with tethered dogs to understand these risks.

[back to top](#)

## How should dogs be confined and restrained safely?

The HSUS believes that dogs are part of the family. We recommend that all dogs live indoors, receive regular exercise, and are provided with adequate attention, food, water and veterinary care. Dogs living outdoors part or all of the time should be provided with a safe, escape-proof enclosure with proper shelter, where they may express natural behaviors.

[back to top](#)

## Should tethering ever be allowed?

To become well-adjusted companion animals, dogs should interact regularly with people and other animals, and should receive regular exercise. Sometimes situations with tethered dogs can be improved incrementally, such as by bringing the dog indoors at night at least, so advocates should be open to options. Placing an animal on a restraint can be acceptable if it is done for a short period or while supervised and if the tether is secured in such a way that it cannot become entangled with other objects. Collars should be comfortable and fitted properly; choke chains should never be used. Keeping an animal tethered for long periods or during extreme weather and natural disasters is never acceptable.

[back to top](#)

## What about attaching a dog's leash to a "pulley run"?

Attaching a dog's leash to a long line—such as a clothesline or a manufactured device known as a pulley run—and letting the animal have a larger area in which to explore is preferable to tethering the dog to a stationary object. However, many of the same risks associated with tethering still apply, including hanging, attacks on or by other animals, lack of socialization and safety.

[back to top](#)

## What can I do to help chained/tethered dogs?

Find out if your community (city, county, township and even some states) has laws regulating tethering. If not, consider working with community officials to create regulations in your local ordinance. Visit our section on how to pass a tethering law for more information. If your local animal services agency is well funded and effectively enforcing basic laws, adding tethering regulations may be a good idea. If not, take a step back and evaluate what is needed to strengthen existing resources and efforts.

If you are concerned about a specific dog who is tethered, you may want to consider asking your local animal care and control agency to pay the owner a visit. Even if tethering is legal, agents can make a friendly visit to see if they can improve the situation by helping the owner trouble-shoot and gather resources to address the problem at its root (i.e. a



behavior problem or repeated escapes). Most situations can be improved through positive engagement and support services; punitive measures can be used to address the most egregious of situations.

Aside from an enforcement approach, many communities benefit from having a nonprofit organization focused on reaching out to pet owners with information, resources and services on pet care. Our section on community programs provides some examples of local initiatives effectively getting dogs untethered through positive, pro-active support for pet owners in their areas.

Trying to address dog chaining by "rescuing" all tethered dogs is not recommended for a number of reasons. First, most owners care about and want their dogs and it is critical to try and keep as many animals as possible in the homes they already have. Second, the owner is likely to replace the dog (because they like dogs) and tether future dogs. Removing the dog adds to the already overwhelming number of dogs competing for homes, and an animal sheltering and rescue infrastructure which is already well above capacity. Working with owners to improve the situations for their existing dogs is always the best option, and our experience shows that most people are open to support.

As advocates, it is important for us to find positive, constructive ways to empower owners to unchain their dogs themselves. They will be more likely to keep their dogs untethered, keep future dogs untethered, and spread the word to others they know who may tether their dogs. This also preserves precious resources of nonprofit animal welfare organizations or under-funded animal service agencies so they can be used for the serious cases of cruelty and neglect.

[back to top](#)



United States Department of Agriculture

# **Animal Welfare Act and Animal Welfare Regulations**



November 2013

**Subpart A – Specifications for the Humane Handling, Care, Treatment, and Transportation of Dogs and Cats<sup>1</sup>**

Source: 56 FR 6486, Feb. 15, 1991, unless otherwise noted.

**FACILITIES AND OPERATING STANDARDS**

**§ 3.1 - Housing facilities, general.**

(a) *Structure; construction.* Housing facilities for dogs and cats must be designed and constructed so that they are structurally sound. They must be kept in good repair, and they must protect the animals from injury, contain the animals securely, and restrict other animals from entering.

(b) *Condition and site.* Housing facilities and areas used for storing animal food or bedding must be free of any accumulation of trash, waste material, junk, weeds, and other discarded materials. Animal areas inside of housing facilities must be kept neat and free of clutter, including equipment, furniture, and stored material, but may contain materials actually used and necessary for cleaning the area, and fixtures or equipment necessary for proper husbandry practices and research needs. Housing facilities other than those maintained by research facilities and Federal research facilities must be physically separated from any other business. If a housing facility is located on the same premises as another business, it must be physically separated from the other business so that animals the size of dogs, skunks, and raccoons are prevented from entering it.

(c) *Surfaces.*

(1) General requirements. The surfaces of housing facilities – including houses, dens, and other furniture-type fixtures and objects within the facility – must be constructed in a manner and made of materials that allow them to be readily cleaned and sanitized, or removed or replaced when worn or soiled. Interior surfaces and any surfaces that come in contact with dogs or cats must:

(i) Be free of excessive rust that prevents the required cleaning and sanitization, or that affects the structural strength of the surface; and

(ii) Be free of jagged edges or sharp points that might injure the animals.

(2) *Maintenance and replacement of surfaces.* All surfaces must be maintained on a regular basis. Surfaces of housing facilities – including houses, dens, and other furniture-type fixtures and objects within the facility – that cannot be readily cleaned and sanitized, must be replaced when worn or soiled.

(3) *Cleaning.* Hard surfaces with which the dogs or cats come in contact must be spot-cleaned daily and sanitized in accordance with § 3.11(b) of this subpart to prevent accumulation of excreta and reduce disease hazards. Floors made of dirt, absorbent bedding, sand, gravel, grass, or other similar material must be raked or spot-cleaned with sufficient frequency to ensure all animals the freedom to avoid contact with excreta. Contaminated material must be replaced whenever this raking and spot-cleaning is not sufficient to prevent or eliminate odors, insects, pests, or vermin infestation. All other surfaces of housing facilities must be cleaned and sanitized when necessary to satisfy generally accepted husbandry standards and practices. Sanitization may be done using any of the methods provided in § 3.11(b)(3) for primary enclosures.

(d) *Water and electric power.* The housing facility must have reliable electric power adequate for heating, cooling, ventilation, and lighting, and for carrying out other husbandry requirements in accordance with the regulations in this subpart. The housing facility must provide adequate running potable water for the dogs' and cats' drinking needs, for cleaning, and for carrying out other husbandry requirements.

(e) *Storage.* Supplies of food and bedding must be stored in a manner that protects the supplies from spoilage, contamination, and vermin infestation. The supplies must be stored off the floor and away from the walls, to allow cleaning underneath and around the supplies. Foods requiring refrigeration must be stored accordingly, and all food must be stored in a

---

<sup>1</sup> These minimum standards apply only to live dogs and cats, unless stated otherwise.



manner that prevents contamination and deterioration of its nutritive value. All open supplies of food and bedding must be kept in leakproof containers with tightly fitting lids to prevent contamination and spoilage. Only food and bedding that is currently being used may be kept in the animal areas. Substances that are toxic to the dogs or cats but are required for normal husbandry practices must not be stored in food storage and preparation areas, but may be stored in cabinets in the animal areas.

**(f) *Drainage and waste disposal.***

Housing facility operators must provide for regular and frequent collection, removal, and disposal of animal and food wastes, bedding, debris, garbage, water, other fluids and wastes, and dead animals, in a manner that minimizes contamination and disease risks. Housing facilities must be equipped with disposal facilities and drainage systems that are constructed and operated so that animal waste and water are rapidly eliminated and animals stay dry. Disposal and drainage systems must minimize vermin and pest infestation, insects, odors, and disease hazards. All drains must be properly constructed, installed, and maintained. If closed drainage systems are used, they must be equipped with traps and prevent the backflow of gases and the backup of sewage onto the floor. If the facility uses sump or settlement ponds, or other similar systems for drainage and animal waste disposal, the system must be located far enough away from the animal area of the housing facility to prevent odors, diseases, pests, and vermin infestation. Standing puddles of water in animal enclosures must be drained or mopped up so that the animals stay dry. Trash containers in housing facilities and in food storage and food preparation areas must be leak-proof and must have tightly fitted lids on them at all times. Dead animals, animal parts, and animal waste must not be kept in food storage or food preparation areas, food freezers, food refrigerators, or animal areas.

**(g) *Washrooms and sinks.*** Washing facilities such as washrooms, basins, sinks, or showers must be provided for animal caretakers and must be readily accessible.

**§ 3.2 - Indoor housing facilities.**

**(a) *Heating, cooling, and temperature.***

Indoor housing facilities for dogs and cats must be sufficiently heated and cooled when necessary to protect the dogs and cats from temperature or humidity extremes and to provide for their health and well-being. When dogs or cats are present, the ambient temperature in the facility must not fall below 50 °F (10 °C) for dogs and cats not acclimated to lower temperatures, for those breeds that cannot tolerate lower temperatures without stress or discomfort (such as short-haired breeds), and for sick, aged, young, or infirm dogs and cats, except as approved by the attending veterinarian. Dry bedding, solid resting boards, or other methods of conserving body heat must be provided when temperatures are below 50 °F (10 °C). The ambient temperature must not fall below 45 °F (7.2 °C) for more than 4 consecutive hours when dogs or cats are present, and must not rise above 85 °F (29.5 °C) for more than 4 consecutive hours when dogs or cats are present. The preceding requirements are in addition to, not in place of, all other requirements pertaining to climatic conditions in parts 2 and 3 of this chapter.

**(b) *Ventilation.*** Indoor housing facilities for dogs and cats must be sufficiently ventilated at all times when dogs or cats are present to provide for their health and well-being, and to minimize odors, drafts, ammonia levels, and moisture condensation. Ventilation must be provided by windows, vents, fans, or air conditioning. Auxiliary ventilation, such as fans, blowers, or air conditioning must be provided when the ambient temperature is 85 °F (29.5 °C) or higher. The relative humidity must be maintained at a level that ensures the health and well-being of the dogs or cats housed therein, in accordance with the directions of the attending veterinarian and generally accepted professional and husbandry practices.

**(c) *Lighting.*** Indoor housing facilities for dogs and cats must be lighted well enough to permit routine inspection and cleaning of the facility, and observation of the dogs and cats. Animal areas must be provided a regular diurnal lighting cycle of either natural or artificial light. Lighting must be uniformly diffused throughout

animal facilities and provide sufficient illumination to aid in maintaining good housekeeping practices, adequate cleaning, adequate inspection of animals, and for the well-being of the animals. Primary enclosures must be placed so as to protect the dogs and cats from excessive light.

(d) *Interior surfaces.* The floors and walls of indoor housing facilities, and any other surfaces in contact with the animals, must be impervious to moisture. The ceilings of indoor housing facilities must be impervious to moisture or be replaceable (e.g., a suspended ceiling with replaceable panels).

[56 FR 6486, Feb. 15, 1991, as amended at 63 FR 10498, Mar. 4, 1998]

### § 3.3 - Sheltered housing facilities.

(a) *Heating, cooling, and temperature.* The sheltered part of sheltered housing facilities for dogs and cats must be sufficiently heated and cooled when necessary to protect the dogs and cats from temperature or humidity extremes and to provide for their health and well-being. The ambient temperature in the sheltered part of the facility must not fall below 50 °F (10 °C) for dogs and cats not acclimated to lower temperatures, for those breeds that cannot tolerate lower temperatures without stress and discomfort (such as short-haired breeds), and for sick, aged, young, or infirm dogs or cats, except as approved by the attending veterinarian. Dry bedding, solid resting boards, or other methods of conserving body heat must be provided when temperatures are below 50 °F (10 °C). The ambient temperature must not fall below 45 °F (7.2 °C) for more than 4 consecutive hours when dogs or cats are present, and must not rise above 85 °F (29.5 °C) for more than 4 consecutive hours when dogs or cats are present. The preceding requirements are in addition to, not in place of, all other requirements pertaining to climatic conditions in parts 2 and 3 of this chapter.

(b) *Ventilation.* The enclosed or sheltered part of sheltered housing facilities for dogs and cats must be sufficiently ventilated when dogs or cats are present to provide for their health and well-being, and to minimize odors, drafts, ammonia levels,

and moisture condensation. Ventilation must be provided by windows, doors, vents, fans, or air conditioning. Auxiliary ventilation, such as fans, blowers, or air-conditioning, must be provided when the ambient temperature is 85 °F (29.5 °C) or higher.

(c) *Lighting.* Sheltered housing facilities for dogs and cats must be lighted well enough to permit routine inspection and cleaning of the facility, and observation of the dogs and cats. Animal areas must be provided a regular diurnal lighting cycle of either natural or artificial light. Lighting must be uniformly diffused throughout animal facilities and provide sufficient illumination to aid in maintaining good housekeeping practices, adequate cleaning, adequate inspection of animals, and for the well-being of the animals. Primary enclosures must be placed so as to protect the dogs and cats from excessive light.

(d) *Shelter from the elements.* Dogs and cats must be provided with adequate shelter from the elements at all times to protect their health and well-being. The shelter structures must be large enough to allow each animal to sit, stand, and lie in a normal manner and to turn about freely.

(e) *Surfaces.*

(1) The following areas in sheltered housing facilities must be impervious to moisture:

(i) Indoor floor areas in contact with the animals;

(ii) Outdoor floor areas in contact with the animals, when the floor areas are not exposed to the direct sun, or are made of a hard material such as wire, wood, metal, or concrete; and

(iii) All walls, boxes, houses, dens, and other surfaces in contact with the animals.

(2) Outside floor areas in contact with the animals and exposed to the direct sun may consist of compacted earth, absorbent bedding, sand, gravel, or grass.

[56 FR 6486, Feb. 15, 1991, as amended at 63 FR 10498, Mar. 4, 1998]

### § 3.4 - Outdoor housing facilities.

(a) *Restrictions.*

(1) The following categories of dogs or cats must not be kept in outdoor facilities,



unless that practice is specifically approved by the attending veterinarian:

(i) Dogs or cats that are not acclimated to the temperatures prevalent in the area or region where they are maintained;

(ii) Breeds of dogs or cats that cannot tolerate the prevalent temperatures of the area without stress or discomfort (such as short-haired breeds in cold climates); and

(iii) Sick, infirm, aged or young dogs or cats.

(2) When their acclimation status is unknown, dogs and cats must not be kept in outdoor facilities when the ambient temperature is less than 50 °F (10 °C).

(b) *Shelter from the elements.* Outdoor facilities for dogs or cats must include one or more shelter structures that are accessible to each animal in each outdoor facility, and that are large enough to allow each animal in the shelter structure to sit, stand, and lie in a normal manner, and to turn about freely. In addition to the shelter structures, one or more separate outside areas of shade must be provided, large enough to contain all the animals at one time and protect them from the direct rays of the sun. Shelters in outdoor facilities for dogs or cats must contain a roof, four sides, and a floor, and must:

(1) Provide the dogs and cats with adequate protection and shelter from the cold and heat;

(2) Provide the dogs and cats with protection from the direct rays of the sun and the direct effect of wind, rain, or snow;

(3) Be provided with a wind break and rain break at the entrance; and

(4) Contain clean, dry, bedding material if the ambient temperature is below 50 °F (10 °C). Additional clean, dry bedding is required when the temperature is 35 °F (1.7 °C) or lower.

(c) *Construction.* Building surfaces in contact with animals in outdoor housing facilities must be impervious to moisture. Metal barrels, cars, refrigerators or freezers, and the like must not be used as shelter structures. The floors of outdoor housing facilities may be of compacted earth, absorbent bedding, sand, gravel, or grass, and must be replaced if there are any prevalent odors, diseases, insects, pests, or vermin. All surfaces must be maintained on a regular basis. Surfaces of outdoor housing

facilities – including houses, dens, etc. – that cannot be readily cleaned and sanitized must be replaced when worn or soiled.

### **§ 3.5 - Mobile or traveling housing facilities.**

(a) *Heating, cooling, and temperature.* Mobile or traveling housing facilities for dogs and cats must be sufficiently heated and cooled when necessary to protect the dogs and cats from temperature or humidity extremes and to provide for their health and well-being. The ambient temperature in the mobile or traveling housing facility must not fall below 50 °F (10 °C) for dogs and cats not acclimated to lower temperatures, for those breeds that cannot tolerate lower temperatures without stress or discomfort (such as short-haired breeds), and for sick, aged, young, or infirm dogs and cats. Dry bedding, solid resting boards, or other methods of conserving body heat must be provided when temperatures are below 50 °F (10 °C). The ambient temperature must not fall below 45 °F (7.2 °C) for more than 4 consecutive hours when dogs or cats are present, and must not exceed 85 °F (29.5 °C) for more than 4 consecutive hours when dogs or cats are present. The preceding requirements are in addition to, not in place of, all other requirements pertaining to climatic conditions in parts 2 and 3 of this chapter.

(b) *Ventilation.* Mobile or traveling housing facilities for dogs and cats must be sufficiently ventilated at all times when dogs or cats are present to provide for the health and well-being of the animals, and to minimize odors, drafts, ammonia levels, moisture condensation, and exhaust fumes. Ventilation must be provided by means of windows, doors, vents, fans, or air conditioning. Auxiliary ventilation, such as fans, blowers, or air conditioning, must be provided when the ambient temperature within the animal housing area is 85 °F (29.5 °C) or higher.

(c) *Lighting.* Mobile or traveling housing facilities for dogs and cats must be lighted well enough to permit proper cleaning and inspection of the facility, and observation of the dogs and cats. Animal areas must be provided a regular diurnal lighting cycle of either natural or artificial light. Lighting must be uniformly diffused



throughout animal facilities and provide sufficient illumination to aid in maintaining good housekeeping practices, adequate cleaning, adequate inspection of animals, and for the well-being of the animals.

[32 FR 3273, Feb. 24, 1967, as amended at 63 FR 10498, Mar. 4, 1998]

### **§ 3.6 - Primary enclosures.**

Primary enclosures for dogs and cats must meet the following minimum requirements:

#### **(a) General requirements.**

(1) Primary enclosures must be designed and constructed of suitable materials so that they are structurally sound. The primary enclosures must be kept in good repair.

(2) Primary enclosures must be constructed and maintained so that they:

- (i) Have no sharp points or edges that could injure the dogs and cats;
- (ii) Protect the dogs and cats from injury;
- (iii) Contain the dogs and cats securely;
- (iv) Keep other animals from entering the enclosure;
- (v) Enable the dogs and cats to remain dry and clean;
- (vi) Provide shelter and protection from extreme temperatures and weather conditions that may be uncomfortable or hazardous to all the dogs and cats;
- (vii) Provide sufficient shade to shelter all the dogs and cats housed in the primary enclosure at one time;
- (viii) Provide all the dogs and cats with easy and convenient access to clean food and water;
- (ix) Enable all surfaces in contact with the dogs and cats to be readily cleaned and sanitized in accordance with § 3.11(b) of this subpart, or be replaceable when worn or soiled;
- (x) Have floors that are constructed in a manner that protects the dogs' and cats' feet and legs from injury, and that, if of mesh or slatted construction, do not allow the dogs' and cats' feet to pass through any openings in the floor;
- (xi) Provide sufficient space to allow each dog and cat to turn about freely, to stand, sit, and lie in a comfortable, normal

position, and to walk in a normal manner; and

(xii) Primary enclosures constructed on or after February 20, 1998 and floors replaced on or after that date, must comply with the requirements in this paragraph (a)(2). On or after January 21, 2000, all primary enclosures must be in compliance with the requirements in this paragraph (a)(2). If the suspended floor of a primary enclosure is constructed of metal strands, the strands must either be greater than 1/8 of an inch in diameter (9 gauge) or coated with a material such as plastic or fiberglass. The suspended floor of any primary enclosure must be strong enough so that the floor does not sag or bend between the structural supports.

#### **(b) Additional requirements for cats.**

(1) *Space.* Each cat, including weaned kittens, that is housed in any primary enclosure must be provided minimum vertical space and floor space as follows:

(i) Prior to February 15, 1994 each cat housed in any primary enclosure shall be provided a minimum of 2 1/2 square feet of floor space;

(ii) On and after February 15, 1994:

(A) Each primary enclosure housing cats must be at least 24 in. high (60.96 cm);

(B) Cats up to and including 8.8 lbs (4 kg) must be provided with at least 3.0 ft<sup>2</sup> (0.28 m<sup>2</sup>);

(C) Cats over 8.8 lbs (4 kg) must be provided with at least 4.0 ft<sup>2</sup> (0.37 m<sup>2</sup>);

(iii) Each queen with nursing kittens must be provided with an additional amount of floor space, based on her breed and behavioral characteristics, and in accordance with generally accepted husbandry practices. If the additional amount of floor space for each nursing kitten is equivalent to less than 5 percent of the minimum requirement for the queen, such housing must be approved by the attending veterinarian in the case of a research facility, and, in the case of dealers and exhibitors, such housing must be approved by the Administrator; and

(iv) The minimum floor space required by this section is exclusive of any

food or water pans. The litter pan may be considered part of the floor space if properly cleaned and sanitized.

(2) *Compatibility.* All cats housed in the same primary enclosure must be compatible, as determined by observation. Not more than 12 adult non-conditioned cats may be housed in the same primary enclosure. Queens in heat may not be housed in the same primary enclosure with sexually mature males, except for breeding. Except when maintained in breeding colonies, queens with litters may not be housed in the same primary enclosure with other adult cats, and kittens under 4 months of age may not be housed in the same primary enclosure with adult cats, other than the dam or foster dam. Cats with a vicious or aggressive disposition must be housed separately.

(3) *Litter.* In all primary enclosures, a receptacle containing sufficient clean litter must be provided to contain excreta and body wastes.

(4) *Resting surfaces.* Each primary enclosure housing cats must contain a resting surface or surfaces that, in the aggregate, are large enough to hold all the occupants of the primary enclosure at the same time comfortably. The resting surfaces must be elevated, impervious to moisture, and be able to be easily cleaned and sanitized, or easily replaced when soiled or worn. Low resting surfaces that do not allow the space under them to be comfortably occupied by the animal will be counted as part of the floor space.

(5) *Cats in mobile or traveling shows or acts.* Cats that are part of a mobile or traveling show or act may be kept, while the show or act is traveling from one temporary location to another, in transport containers that comply with all requirements of § 3.14 of this subpart other than the marking requirements in § 3.14(a)(6) of this subpart. When the show or act is not traveling, the cats must be placed in primary enclosures that meet the minimum requirements of this section.

(c) *Additional requirements for dogs.*

(1) *Space.*

(i) Each dog housed in a primary enclosure (including weaned puppies) must be provided a minimum amount of floor space, calculated as follows: Find the

mathematical square of the sum of the length of the dog in inches (measured from the tip of its nose to the base of its tail) plus 6 inches; then divide the product by 144. The calculation is:  $(\text{length of dog in inches} + 6) \times (\text{length of dog in inches} + 6) = \text{required floor space in square inches}$ . Required floor space in inches/144 = required floor space in square feet.

(ii) Each bitch with nursing puppies must be provided with an additional amount of floor space, based on her breed and behavioral characteristics, and in accordance with generally accepted husbandry practices as determined by the attending veterinarian. If the additional amount of floor space for each nursing puppy is less than 5 percent of the minimum requirement for the bitch, such housing must be approved by the attending veterinarian in the case of a research facility, and, in the case of dealers and exhibitors, such housing must be approved by the Administrator.

(iii) The interior height of a primary enclosure must be at least 6 inches higher than the head of the tallest dog in the enclosure when it is in a normal standing position: *Provided That*, prior to February 15, 1994, each dog must be able to stand in a comfortable normal position.

(2) *Compatibility.* All dogs housed in the same primary enclosure must be compatible, as determined by observation. Not more than 12 adult non-conditioned dogs may be housed in the same primary enclosure. Bitches in heat may not be housed in the same primary enclosure with sexually mature males, except for breeding. Except when maintained in breeding colonies, bitches with litters may not be housed in the same primary enclosure with other adult dogs, and puppies under 4 months of age may not be housed in the same primary enclosure with adult dogs, other than the dam or foster dam. Dogs with a vicious or aggressive disposition must be housed separately.

(3) *Dogs in mobile or traveling shows or acts.* Dogs that are part of a mobile or traveling show or act may be kept, while the show or act is traveling from one temporary location to another, in transport containers that comply with all requirements of § 3.14 of this subpart other than the marking requirements in § 3.14(a)(6) of this



subpart. When the show or act is not traveling, the dogs must be placed in primary enclosures that meet the minimum requirements of this section.

- (4) *Prohibited means of primary enclosure.* Permanent tethering of dogs is prohibited for use as primary enclosure. Temporary tethering of dogs is prohibited for use as primary enclosure unless approval is obtained from APHIS.

(d) Innovative primary enclosures not precisely meeting the floor area and height requirements provided in paragraphs (b)(1) and (c)(1) of this section, but that provide the dogs or cats with a sufficient volume of space and the opportunity to express species-typical behavior, may be used at research facilities when approved by the Committee, and by dealers and exhibitors when approved by the Administrator.

(Approved by the Office of Management and Budget under control number 0579-0093)

[56 FR 6486, Feb. 15, 1991, as amended at 62 FR 43275, Aug. 13, 1997; 63 FR 3023, Jan. 21, 1998; 63 FR 37482, July 13, 1998]

## ANIMAL HEALTH AND HUSBANDRY STANDARDS

### § 3.7 - Compatible grouping.

Dogs and cats that are housed in the same primary enclosure must be compatible, with the following restrictions:

- (a) Females in heat (estrus) may not be housed in the same primary enclosure with males, except for breeding purposes;
- (b) Any dog or cat exhibiting a vicious or overly aggressive disposition must be housed separately;
- (c) Puppies or kittens 4 months of age or less may not be housed in the same primary enclosure with adult dogs or cats other than their dams or foster dams, except when permanently maintained in breeding colonies;
- (d) Dogs or cats may not be housed in the same primary enclosure with any other species of animals, unless they are compatible; and
- (e) Dogs and cats that have or are suspected of having a contagious disease must be isolated from healthy animals in the

colony, as directed by the attending veterinarian. When an entire group or room of dogs and cats is known to have or believed to be exposed to an infectious agent, the group may be kept intact during the process of diagnosis, treatment, and control.

### § 3.8 - Exercise for dogs.

Dealers, exhibitors, and research facilities must develop, document, and follow an appropriate plan to provide dogs with the opportunity for exercise. In addition, the plan must be approved by the attending veterinarian. The plan must include written standard procedures to be followed in providing the opportunity for exercise. The plan must be made available to APHIS upon request, and, in the case of research facilities, to officials of any pertinent funding Federal agency. The plan, at a minimum, must comply with each of the following:

(a) *Dogs housed individually.* Dogs over 12 weeks of age, except bitches with litters, housed, held, or maintained by any dealer, exhibitor, or research facility, including Federal research facilities, must be provided the opportunity for exercise regularly if they are kept individually in cages, pens, or runs that provide less than two times the required floor space for that dog, as indicated by § 3.6(c)(1) of this subpart.

(b) *Dogs housed in groups.* Dogs over 12 weeks of age housed, held, or maintained in groups by any dealer, exhibitor, or research facility, including Federal research facilities, do not require additional opportunity for exercise regularly if they are maintained in cages, pens, or runs that provide in total at least 100 percent of the required space for each dog if maintained separately. Such animals may be maintained in compatible groups, unless:

(1) Housing in compatible groups is not in accordance with a research proposal and the proposal has been approved by the research facility Committee;

(2) In the opinion of the attending veterinarian, such housing would adversely affect the health or well-being of the dog(s); or

(3) Any dog exhibits aggressive or vicious behavior.

# PEDIATRICS®

OFFICIAL JOURNAL OF THE AMERICAN ACADEMY OF PEDIATRICS

## **Which Dogs Bite? A Case-Control Study of Risk Factors**

Kenneth A. Gershman, Jeffrey J. Sacks and John C. Wright

*Pediatrics* 1994;93:913-917

The online version of this article, along with updated information and services, is located on the World Wide Web at:  
<http://www.pediatrics.org>

PEDIATRICS is the official journal of the American Academy of Pediatrics. A monthly publication, it has been published continuously since 1948. PEDIATRICS is owned, published, and trademarked by the American Academy of Pediatrics, 141 Northwest Point Boulevard, Elk Grove Village, Illinois, 60007. Copyright © 1994 by the American Academy of Pediatrics. All rights reserved. Print ISSN: 0031-4005. Online ISSN: 1098-4275.

American Academy of Pediatrics

DEDICATED TO THE HEALTH OF ALL CHILDREN™



## Which Dogs Bite? A Case-Control Study of Risk Factors

Kenneth A. Gershman, MD, MPH\*; Jeffrey J. Sacks, MD, MPH†; and John C. Wright, PhD§

**ABSTRACT.** *Objective.* Dog bites cause an estimated 585 000 injuries resulting in the need for medical attention yearly and children are the most frequent victims. This study sought to determine dog-specific factors independently associated with a dog biting a nonhousehold member.

*Methods.* A matched case-control design comprising 178 pairs of dogs was used. Cases were selected from dogs reported to Denver Animal Control in 1991 for a first-bite episode of a nonhousehold member in which the victim received medical treatment. Controls were neighborhood-matched dogs with no history of biting a nonhousehold member, selected by modified random-digit dialing based on the first five digits of the case dog owner's phone number. Case and control dog owners were interviewed by telephone.

*Results.* Children aged 12 years and younger were the victims in 51% of cases. Compared with controls, biting dogs were more likely to be German Shepherd (adjusted odds ratio (OR<sub>a</sub>) = 16.4, 95% confidence interval (CI) 3.8 to 71.4) or Chow Chow (OR<sub>a</sub> = 4.0, 95% CI 1.2 to 13.7) predominant breeds, male (OR<sub>a</sub> = 6.2, 95% CI 2.5 to 15.1), unneutered (OR<sub>a</sub> = 2.6, 95% CI 1.1 to 6.3), residing in a house with ≥1 children (OR<sub>a</sub> = 3.5, 95% CI 1.6 to 7.5), and chained while in the yard (OR<sub>a</sub> = 2.8, 95% CI 1.0 to 8.1).

*Conclusions.* Pediatricians should advise parents that failure to neuter a dog and selection of male dogs and certain breeds such as German Shepherd and Chow Chow may increase the risk of their dog biting a nonhousehold member, who often may be a child. The potential preventability of this frequent public health problem deserves further attention. *Pediatrics* 1994;93:913-917; dog bite, epidemiology, risk factor.

**ABBREVIATIONS.** DMAS, Denver Municipal Animal Shelter; CI, confidence interval; OR, odds ratio.

Dog bites are an underrecognized public health problem.<sup>1,2</sup> Every year in the United States, dog bites cause about 20 deaths<sup>3</sup> and an estimated 585 000 injuries resulting in need for medical attention or restricted activity.<sup>4</sup> Children are the most frequent victims.<sup>2,5-9</sup> A survey of 3238 Pennsylvania school children determined that by 12th grade, 46% of students had been bitten by a dog and 17% had received medical attention for dog bites.<sup>10</sup> Among children,

dog bites frequently involve the face,<sup>2</sup> resulting in severe lacerations.<sup>11</sup> Dog bites may cause infection,<sup>12-14</sup> cause disability,<sup>15</sup> and incur substantial costs.<sup>15</sup>

Dog bites may be characterized according to the dog, the victim, the dog-victim interaction, and the environment. Dog-specific factors associated with biting include breed,<sup>1,5,6,9,16-19</sup> gender,<sup>6,9,17,18,20</sup> age,<sup>6,17</sup> and size.<sup>2,17,20</sup> These previous studies, however, have been potentially flawed by the choice of the comparison group or by the lack of a comparison group. For example, several studies used licensed or registered dogs as the denominator for bite-rate calculations or as a comparison group.<sup>5,6,16,18</sup> Licensed or registered dogs are unlikely to be representative of the entire dog population. Additionally, none of these studies have used multivariate analysis to assess the independent contribution of bite-related factors while controlling for the potentially confounding effects of other factors.

We conducted a matched case-control study to determine dog-specific factors independently associated with biting a person who was not a member of the dog's household. The identification of such factors, especially modifiable ones, could help reduce the number of dog bite injuries.

### METHODS

#### Study Population

We identified biting dogs (cases) from all 1991 reports to the Denver Municipal Animal Shelter (DMAS), the animal control agency for Denver County. Eligible cases were dogs reported to DMAS in 1991 for biting a nonhousehold member and whose victim received medical treatment as indicated on the bite report. We excluded dogs if they had bitten a nonhousehold member before the reported bite in 1991 because owners, in response, may have changed dog-rearing practices, discipline, and training, and because dogs that repeatedly bite are likely to be removed from the household. We also excluded dogs if more than one dog was involved in the bite episode, the dog had been owned for <6 months before the reported bite, the owner was not a Denver County resident, or the owner's telephone number was not listed on the bite report.

To identify control dogs (nonbiting dogs) from the same geographic area as case dogs, we used the first five digits of the phone number of the owner of the case dog and randomized the last two digits. We then called households until an eligible control dog was found. We excluded dogs from being controls if they had bitten a nonhousehold member or been acquired by the owner after July 1991 (to ensure at least 6 months ownership). For households with multiple dogs, we randomly selected one for participation in the study.

We ascertained information about case and control dogs through structured telephone interviews of the owners, conducted by trained interviewers from the Telephone Survey Unit of the Colorado Department of Health. Because of the need to determine eligibility and explain the study to respondents, interviewers were not blinded to case or control status. Interviewers were aware of the general purpose of the study but not of any specific study questions. We collected information regarding the dog's charac-

From the \*Division of Field Epidemiology, Epidemiology Program Office, Centers for Disease Control and Prevention, Atlanta, GA; †National Center for Injury Prevention and Control, Centers for Disease Control and Prevention, Atlanta, GA; and §Department of Psychology, Mercer University, 1400 Coleman Ave, Macon, GA 31207.

Received for publication Aug 26, 1993; accepted Nov 10, 1993.

Reprint requests to (K.A.G.) at present address: Division of Disease Control and Environmental Epidemiology, Colorado Department of Health, 4300 Cherry Creek Dr South, Denver, CO 80222-1530.

PEDIATRICS (ISSN 0031 4005). Copyright © 1994 by the American Academy of Pediatrics.

teristics (breed, sex, age, weight, neuter status), house and outdoor environment, discipline and training, behavior, and owner's dog-rearing practices. We defined predominant breed as whatever breed the owner considered the dog. If the owner specified only one breed, we asked if the dog was purebred. If the owner mentioned more than one breed, we asked which breed they considered predominant. We abstracted DMAS bite reports for the age and sex of the victim; the location, severity and circumstances of the bite; and license and rabies vaccine status. All data were double-key-punched to ensure accurate data entry.

### Statistical Analysis

We performed univariate analysis of the results with the use of SAS statistical software for personal computers.<sup>21</sup> We used the McNemar's test to compare categorical variables and the Wilcoxon rank sum test to compare continuous variables. We used EGRET statistical software for personal computers<sup>22</sup> to perform multivariate conditional logistic regression analysis. The initial (full) model included meaningful variables significant at the  $P \leq .05$  level in univariate analysis, as well as several variables of a priori interest that approached significance. We tested the addition to the full model of individual effect modifiers (interaction terms) that might be epidemiologically meaningful with a likelihood ratio test. We used a stepwise, backward, variable-selection procedure based on the likelihood ratio test to determine the order and extent of variable deletion. In addition, we restricted the final model to matched pairs in which the bite victim was  $\leq 12$  years of age, the median age of bite victims in this study.

### RESULTS

Of the 991 dog bites reported to DMAS in 1991, we identified 357 potentially eligible cases from bite reports (representing approximately 94% of all potentially eligible cases in 1991; due to filing problems at DMAS, the other reports were unavailable). Of these, 114 (31.9%) owners were unlocatable by phone (non-working phone number, owner had moved, no answer, or owner not there on repeated attempts), 33 (9.2%) were ineligible (dog had previously bitten a nonhousehold member, dog owned for  $<6$  months, owner said no bite had occurred, or owner was not a Denver resident), 10 (2.8%) owners refused to be interviewed, and for 22 (6.2%) no control was found. This left 178 cases (50% of those identified as potentially eligible; 18% of all reported dog bites to DMAS in 1991) that we included in this report with their matched controls.

The median age of the bite victims of case dogs was 12 years (range, 1 to 83 years); 64.7% of bite victims were males. The anatomic locations of bites were as follows: 62 (34.8%) upper extremities; 51 (28.7%) lower extremities; 41 (23.0%) face, head, or neck; 15 (8.4%) trunk; and 9 (5.1%) some combination of extremities and trunk. Of the 83 bite victims  $\leq 12$  years of age, 33 (40%) were bitten on the face, head, or neck. Although not standardized, bite severity was indicated on report forms for 135 (75.8%) incidents; 103 (76.3%) of these were minor bites and 32 (23.7%) were recorded as severe. Bite report forms indicated where the bite episode occurred for 101 (56.7%) of the incidents. Of these, 51 (50.5%) took place on the sidewalk, street, alley, or playground (no further characterization of these locations in relation to the owner's house was made); 30 (29.7%) in the owner's yard; 14 (13.9%) in the owner's house; and 4 (4.0%) in the victim's yard. Data on whether bites were provoked was not systematically recorded on bite report forms.

Dogs predominantly of Chihuahua, Golden Retriever, Labrador Retriever, Poodle, Scottish Terrier,

and Shetland Sheepdog breeds were more common among nonbiting than among the biting dogs (Table 1). None of the cases and only one control dog was a Pit Bull Terrier (new ownership of Pit Bull Terriers has been prohibited in Denver County since 1989). Dogs predominantly of German Shepherd, Chow Chow, Collie, and Akita breeds were substantially more frequent among biting than nonbiting dogs. The total numbers of dogs predominantly of Collie ( $n = 9$ ) and Akita ( $n = 5$ ) breeds were small compared with the total numbers of German Shepherd ( $n = 47$ ) and Chow Chow ( $n = 40$ ) predominant breed dogs; therefore, subsequent breed analyses focus on German Shepherds and Chow Chows.

Several dog characteristics were associated with biting (Table 2). Biting dogs were significantly more likely than nonbiters to be Chow Chow or German Shepherd predominant breed, male, not neutered,  $>50$  pounds, and  $<5$  years of age.

Several environmental factors were also associated with biting (Table 2). Biting dogs were significantly more likely to reside in homes with one or more children  $\leq 10$  years of age and to be chained while in the yard. Of the 83 dogs chained while in the yard (cases plus controls), 44 (53%) had growled or snapped at visitors to the house. This behavior was also reported, however, of 116 (44%) of 263 dogs not chained while in the yard ( $P = .20$ ,  $\chi^2$  test).

Among measures of discipline and training (Table 2), biting dogs were significantly less likely than nonbiting dogs to have been disciplined by a takedown or stringup maneuver (methods sometimes used to discipline dogs with aggression problems); however, only a few dogs were disciplined by these methods. Only five dogs (four cases and one control) had received guard or attack training. No measures of aggressive behaviors or obedience were significantly associated with biting (Table 2).

TABLE 1. Predominant Breed† Distribution of 178 Biting and 178 Nonbiting Dogs, Denver, 1991

Predominant Breed	No. (%)		P Value‡
	Biting Dogs	Nonbiting Dogs	
Akita	5 (2.8)	0 (0.0)	.06§
Chihuahua	2 (1.1)	6 (3.4)	NS
Chow Chow	31 (17.4)	9 (5.1)	<.001
Cocker Spaniel	8 (4.5)	10 (5.6)	NS
Collie	8 (4.5)	1 (0.6)	.04§
Doberman Pinscher	6 (3.4)	5 (2.8)	NS
German Shepherd	34 (19.1)	13 (7.3)	<.01
Golden Retriever	2 (1.1)	13 (7.3)	.01
Labrador Retriever	9 (5.1)	14 (7.9)	NS
Poodle (standard)	4 (2.2)	14 (7.9)	.03
Scottish Terrier	3 (1.7)	7 (3.9)	NS
Shetland Sheepdog	2 (1.1)	6 (3.4)	NS
Unknown	18 (10.1)	18 (10.1)	
All other breeds	46 (25.8)	62 (34.8)	
Total	178 (100.0)	178 (100.0)	

\* Owners were asked what breed they consider their dog; if more than one breed was specified, they were asked which breed they considered to be predominant.

† Only breeds represented by frequencies  $\geq 5$  in either the biting or nonbiting group are listed.

‡ Unmatched analysis conducted with Yates corrected Chi-square test unless otherwise noted.

§ Fisher's exact test (two-tailed).



TABLE 2 Characteristics of 178 Biting and 178 Nonbiting Dogs, Denver, 1991

Variable	No./Total No. (%) <sup>a</sup>		Matched Odds Ratio† (95% CI)
	Biting Dogs	Nonbiting Dogs	
<i>Demographics</i>			
Predominant breed‡			
Chow Chow	28/128 (22)	9/156 (6)	5.5 (2.1–14.2)
German Shepherd	31/131 (24)	12/159 (8)	3.4 (1.6–7.6)
Male sex	136/178 (76)	91/178 (51)	3.0 (1.9–4.8)
Age <5 years	106/177 (60)	84/177 (47)	1.7 (1.1–2.7)
Weight >50 lbs	94/169 (56)	68/174 (39)	1.9 (1.2–3.0)
Not neutered	100/176 (57)	52/177 (29)	3.5 (2.2–5.7)
Not purebred	97/171 (57)	81/172 (47)	1.5 (0.9–2.2)
<i>House/environment</i>			
Got as stray	15/177 (8)	8/176 (5)	2.3 (0.9–5.9)
Got from pet store	9/177 (5)	8/176 (5)	1.1 (0.4–3.1)
≥1 child in house§	102/178 (57)	53/178 (30)	2.7 (1.8–4.2)
≥1 other dogs in house	70/178 (39)	55/178 (31)	1.4 (0.9–2.1)
>8 h/d in yard	88/173 (51)	60/162 (37)	1.6 (1.0–2.6)
Chained while in yard	55/174 (32)	28/171 (16)	2.4 (1.4–4.0)
<i>Discipline/training</i>			
Ever went to obedience school	21/175 (12)	34/174 (20)	0.6 (0.3–1.0)
Ever trained at home	45/178 (25)	32/177 (18)	1.6 (0.9–2.6)
Ever guard/attack-trained	4/174 (2)	1/177 (1)	4.0 (0.5–30.3)
Ever disciplined by takedown/stringup	5/173 (3)	14/177 (8)	0.3 (0.1–0.9)
<i>Behavior</i>			
Obedience score ≤3¶	70/173 (40)	50/169 (30)	1.5 (1.0–2.3)
Ever nipped household member	47/178 (26)	46/177 (26)	1.0 (0.6–1.6)
Ever bit household member	19/177 (11)	18/178 (10)	1.1 (0.6–2.2)
Ever growled/snapped at visitors	90/178 (51)	74/178 (42)	1.4 (0.9–2.1)
Barks excessively at passers by	14/178 (8)	11/178 (6)	1.3 (0.6–2.8)
<i>Owner behavior</i>			
Not licensed in past year	86/172 (50)	40/170 (24)	3.3 (2.0–5.3)
No rabies vaccine in past year	33/176 (19)	16/173 (9)	2.5 (1.3–5.0)
Registered with AKC/UKC**	34/170 (20)	31/173 (18)	1.2 (0.7–2.0)
<i>Female dogs</i>			
≥1 litter	19/40 (47)	8/86 (9)	7.0 (1.2–42.3)

<sup>a</sup> Totals may vary for different variables because of missing data or for predominant breed because of mutually exclusive categories.

† Odds ratios are from matched univariate analysis. CI denotes confidence interval.

‡ Owners were asked what breed they considered their dog; if more than one breed was specified, they were asked which breed they considered to be predominant. The "unexposed" or reference group of 100 biting and 147 nonbiting dogs is composed of all dogs for which the owner did not mention Chow Chow or German Shepherd as one of the breeds; Akitas and Collies are included. Chow Chow-German Shepherd and German Shepherd-Chow Chow mixes are excluded from the analysis.

§ Children ≤10 years of age.

|| A "takedown" is defined as pinning a dog to the floor/ground on its back while holding it by the scruff of the neck. A "stringup" is defined as lifting a dog off the ground by its chain.

¶ Obedience score is the sum of one point each for a dog regularly on command: sitting, staying, coming to owner, lying down, and walking on its leash without pulling; maximum score = 5 points.

\*\* American Kennel Club/United Kennel Club.

Among cases, the owners' report of license and vaccine status compared with information abstracted from the DMAS bite reports showed substantial disagreement. Current licensure was confirmed by the bite report for only 44% of case dogs which the owner reported as licensed in the past year; for rabies vaccination this figure was 66%.

Nine factors remained in the multivariate conditional logistic regression model (Table 3). Biting dogs were significantly more likely than control dogs to be German Shepherd or Chow Chow predominant breeds, to be male, to reside in a house with one or more children, and not to be neutered. Biting dogs were also more likely to be chained while in the yard; this association reached borderline significance. When we restricted this model to those cases in which

the bite victim was a child ≤12 years of age, elevated odds ratios of similar magnitude were obtained. The variables for the Chow Chow predominant breed and for those not neutered, however, were no longer statistically significant, because wider 95% confidence intervals resulted from the smaller sample size (Table 3).

## DISCUSSION

This study of dog bites, we believe, is the first to use a multivariate approach to determine dog-specific factors independently associated with biting. Our study has several potential limitations. We were able to reach only half of potentially eligible biting dog owners. Our selection of cases from reported bites to nonhousehold members in which victims sought medical attention is not representative of all bites. We

**TABLE 3.** Multivariate Models of Risk Factors for Dogs Biting, Denver, 1991

Variable	All Ages		Victims ≤12 Years Old	
	AOR*	95% CI†	AOR*	95% CI†
Predominant breed‡				
German Shepherd	16.4	(3.8–71.4)	22.1	(2.4–207.4)
Chow Chow	4.0	(1.2–13.7)	3.7	(0.8–18.4)
Male	6.2	(2.5–15.1)	5.3	(1.4–19.8)
≥1 child in house	3.5	(1.6–7.5)	6.9	(1.8–26.1)
Not neutered	2.6	(1.1–6.3)	2.3	(0.7–7.3)
Chained while in yard	2.8	(1.0–8.1)	5.4	(0.7–39.4)
No obedience school	1.9	(0.7–4.9)	1.4	(0.2–8.2)
Purebred	1.7	(0.7–4.0)	1.8	(0.5–6.9)
Weight >50 lbs	1.5	(0.7–3.1)	1.3	(0.4–4.2)

\* AOR, adjusted odds ratio; adjusted for all other variables in the model.

† CI, confidence interval.

‡ The “unexposed” or reference group of 100 biting and 147 nonbiting dogs, all dogs for which the owner did not mention Chow Chow or German Shepherd as one of the breeds; Akitas and Collies are included. Chow Chow-German Shepherd and German Shepherd-Chow Chow mixes are excluded from the analysis.

restricted our study to bites of nonhousehold members, because bites involving the owner or owner's family may involve different scenarios, risk factors, and likelihood of reporting. The majority of reported bites appear to occur to nonhousehold members.<sup>2,10,12,18,20</sup>

Although we did not verify the validity of reported bite events, we used the victims' seeking medical attention as a surrogate measure of events likely to be real bites. To the extent that some nonbites may have been misclassified as bites, this would have biased odds ratios of true risk factors toward the null. If bite victims of certain breeds such as Chow Chow or German Shepherd are more likely than those of other breeds to report bites or to seek medical attention, then the associations we found between biting and these breeds could be partly spurious. In contrast, it is extremely unlikely that bite victims knew their attacking dog's sex, neuter status, or whether children reside in the same house and based their decision to report the bite and seek medical attention on this information. Thus, these latter associations appear real.

We did not verify predominant breed as stated by the owner; however, we ascertained breed similarly for both cases and controls. Because of small numbers, we were unable to assess in multivariate analysis whether breeds other than Chow Chow and German Shepherd (eg, Akita, Collie, and Pit Bull Terrier) were more likely to bite. Additionally, we did not assess the role of the victim's behavior in dog bite events.

Our findings are in agreement with previous studies which have indicated that male dogs<sup>9,18,20</sup> and German Shepherds<sup>1,5,6,16,18</sup> are overrepresented among biting dogs. Our finding that Chow Chow is also a high-risk breed for biting has not been previously reported.

Canine behavioral literature has, like our study, suggested that intact males are more aggressive than neutered males.<sup>23,24</sup> Unlike our findings, however, the literature suggests that unneutered female dogs may be less likely to bite than neutered female dogs.<sup>23–25</sup> We were unable to further assess the role

of having one or more litters as an independent risk factor for female dogs biting.

The increased risk of biting for dogs residing in houses with one or more children has not been previously reported. This association might be explained partly by dogs having greater opportunity to express protective (of the home, yard, or owner), possessive (approached while in possession of food, toys, or objects), or fear-induced (approached, reached for, or threatened) aggression<sup>26</sup> in the context of young playmates visiting with household children.

Our finding that being chained in the yard may be a risk factor for biting is in agreement with prior studies which have demonstrated that chained dogs account for a substantial proportion of serious<sup>27</sup> and fatal bites.<sup>3</sup> A dog may be chained as the result of having exhibited aggressive behavior which itself may be a risk factor for biting, rather than chaining somehow causing a dog to bite. One measure of aggressive behavior may be growling or snapping at visitors to the house. Our results, however, showed no significant difference in this behavior for dogs chained while in the yard and those not chained, suggesting that chaining was not likely to have been the result of aggressive behavior.

An estimated 36.5% of American households owned a dog in 1991 for a total dog population of 53.5 million.<sup>28</sup> Given the large numbers of canines and the magnitude of the dog bite problem, more attention needs to be devoted to the prevention of dog bites. Prevention strategies have been proposed which focus on victims, dogs, and owners including: educational programs on canine behavior especially directed at children,<sup>29</sup> laws for regulating dangerous or vicious dogs,<sup>30,31</sup> and educational programs regarding responsible dog ownership.<sup>29,31</sup> The effectiveness of these strategies has not been assessed. Improved surveillance for dog bites is needed if we are to understand better how to reduce the incidence of dog bites and evaluate prevention efforts.

Our study suggests that owners, through their selection and treatment of a pet, may be able to reduce the likelihood of owning a dog that will eventually bite. Further study is needed to confirm our findings, especially in other geographic areas where different breed propensities for biting may exist. In the meantime, given the numbers of dog bites and the high proportion of victims who are children, we believe that the potential preventability of this public health problem deserves further attention by pediatricians and parents. Pediatricians currently offer anticipatory injury prevention guidance to parents.<sup>32</sup> We urge pediatricians to also advise parents that failure to neuter a dog and selection of male dogs and certain breeds, such as German Shepherd and Chow Chow, may increase the chances of their dog biting a nonhousehold member, who often may be a child.

#### ACKNOWLEDGMENTS

We thank Dr Eugene Pei and Paula Lloyd of the Denver Municipal Animal Shelter for providing access to bite reports, Dr Richard Hoffman of the Colorado Department of Health for general support throughout the study, and Marcie-jo Kresnow and Barbara Houston of the National Center for Injury Prevention and Control, Centers for Disease Control for data analysis (M.K.) and data processing (B.H.) assistance.



## REFERENCES

1. Lauer EA, White WC, Lauer BA. Dog bites: a neglected problem in accident prevention. *AJDC*. 1982;136:202-204
2. Harris D, Imperato PJ, Oken B. Dog bites—an unrecognized epidemic. *Bull NY Acad Med*. 1974;50:981-1000
3. Sacks JJ, Sattin RW, Bonzo SE. Dog bite-related fatalities from 1979 through 1988. *JAMA*. 1989;262:1489-1492
4. Sosin DM, Sacks JJ, Sattin RW. Causes of nonfatal injuries in the United States, 1986. *Accid Anal Prev*. 1992;24:685-687
5. Berzon DR. The animal bite epidemic in Baltimore, Maryland: review and update. *Am J Public Health*. 1978;68:593-595
6. Parrish HM, Clack FB, Brobst D, Mock JF. Epidemiology of dog bites. *Public Health Rep*. 1959;74:891-903
7. Beck AM, Loring H, Lockwood R. The ecology of dog bite injury in St. Louis, Missouri. *Public Health Rep*. 1975;90:262-267
8. Moore RM, Zehmer RB, Moulthrop JL, Parker RL. Surveillance of animal-bite cases in the United States, 1971-1972. *Arch Environ Health*. 1977;32:267-270
9. Morton C. Dog bites in Norfolk, VA. *Health Serv Rep*. 1973;88:59-65
10. Beck AM, Jones BA. Unreported dog bites in children. *Public Health Rep*. 1985;100:315-321
11. Karlson TA. The incidence of facial injuries from dog bites. *JAMA*. 1984;251:3265-3267
12. Kizer KW. Epidemiologic and clinical aspects of animal bite injuries. *JACEP*. 1979;8:134-141
13. Galloway RE. Mammalian bites. *J Emerg Med*. 1987;6:325-331
14. Aghababian RV, Conte JE. Mammalian bite wounds. *Ann Emerg Med*. 1980;9:79-83
15. Berzon DR, DeHoff JB. Medical costs and other aspects of dog bites in Baltimore. *Public Health Rep*. 1974;89:377-381
16. Szpakowski NM, Bonnett BN, Martin SW. An epidemiological investigation into the reported incidents of dog biting in the city of Guelph. *Can Vet J*. 1989;30:937-942
17. Daniels TJ. A study of dog bites on the Navajo reservation. *Public Health Rep*. 1986;101:50-59
18. Hanna TL, Selby LA. Characteristics of the human and pet populations in animal bite incidents recorded at two Air Force bases. *Public Health Rep*. 1981;96:580-584
19. Avner JR, Baker MD. Dog bites in urban children. *Pediatrics*. 1991;88:55-57
20. Wright JC. Reported dog bites: are owned and stray dogs different? *Anthrozoos*. 1990;4:113-119
21. SAS-PC Release 6.03. Cary, NC: SAS Institute, 1987
22. EGRET Statistical Package. Seattle, WA: Statistics and Epidemiology Research Corporation; 1990
23. Borchelt PL. Aggressive behavior of dogs kept as companion animals: classification and influence of sex, reproductive status and breed. *Appl Animal Ethol*. 1983;10:45-61
24. Wright JC, Neasekrote MS. Classification of behavior problems in dogs: distributions of age, breed, sex and reproductive status. *Appl Anim Behav Sci*. 1987;19:169-178
25. O'Farrell V, Peachey E. Behavioural effects of ovariohysterectomy on bitches. *J Small Anim Pract*. 1990;31:595-598
26. Borchelt PL, Voith VL. Classification of animal behavior problems. *Vet Clin North Am Small Anim Pract*. 1982;12:571-585
27. Wright JC. Severe attacks by dogs: characteristics of the dogs, the victims, and the attack settings. *Public Health Rep*. 1985;100:55-61
28. Rowan AN. Companion animal demographics and unwanted animals in the United States. *Anthrozoos*. 1992;5:222-225
29. Wright JC. Canine aggression toward people: bite scenarios and prevention. *Vet Clin North Am Small Anim Pract*. 1991;21:299-314
30. *Guidelines for Regulating Dangerous or Vicious Dogs*. Washington, DC: Companion Animals Section and Division of Higher Education Programs, Humane Society of the United States; 1987
31. Lockwood R, Rindy K. Are "Pit Bulls" different? An analysis of the Pit Bull Terrier controversy. *Anthrozoos*. 1987;1:2-8
32. TIPP: The Injury Prevention Program. Elk Grove Village, IL: American Academy of Pediatrics, 1989

## TIME TO THROW IN THE TOWEL?

England must take the credit—or blame—for the reinvention of boxing. The sport was a popular part of the Roman games but had vanished by the 5th century. It returned some 1200 years later, when bare-fist prizefights began to be held in and around London. With help from the Marquess of Queensberry, boxing spread around the world, making money for a considerable number of boxing promoters and a smaller number of boxers.

It is appropriate, then, that the British Medical Association should be actively involved in examining the sport. In its latest report, *The Boxing Debate*, which was issued last week, it repeats its call for a ban on boxing and asks for an independent inquiry into its safety.

The briefest reading of the report should persuade even boxing's proponents of the need for an inquiry. In its appendix the report prints abstracts of recent research on what happens to boxers after they have been battered in the ring.

For professional boxers, several studies make unpleasant reading. One using computerised tomography found 87 per cent of boxers, in a sample of 18, showed evidence of brain damage. Another records that 15 out of 19 young boxers register as impaired on a battery of neuropsychological tests.

Particularly disturbing are three studies which show that changes found in the brains of ex-boxers are immunochemically similar to those seen in Alzheimer's disease. That raises the possibility that even boxers who retire from the ring healthy may pay the price in middle age with early onset of Alzheimer's disease.

Time to throw in the towel? *New Scientist*. June 19, 1993:3.

Noted by J.F.L., MD

*Pediatrics* 1994;93:913-917

<b>Updated Information &amp; Services</b>	including high-resolution figures, can be found at: <a href="http://www.pediatrics.org">http://www.pediatrics.org</a>
<b>Citations</b>	This article has been cited by 6 HighWire-hosted articles: <a href="http://www.pediatrics.org#otherarticles">http://www.pediatrics.org#otherarticles</a>
<b>Permissions &amp; Licensing</b>	Information about reproducing this article in parts (figures, tables) or in its entirety can be found online at: <a href="http://www.pediatrics.org/misc/Permissions.shtml">http://www.pediatrics.org/misc/Permissions.shtml</a>
<b>Reprints</b>	Information about ordering reprints can be found online: <a href="http://www.pediatrics.org/misc/reprints.shtml">http://www.pediatrics.org/misc/reprints.shtml</a>

DEDICATED TO THE HEALTH OF ALL CHILDREN®



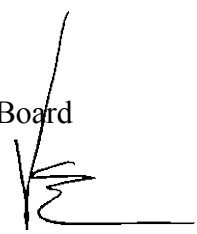
**Leon County  
Board of County Commissioners  
Notes for Agenda Item #29**

# Leon County Board of County Commissioners

## Agenda Item #29

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** First and Only Public Hearing to Adopt an Ordinance Amending Chapter 10 to Clarify the Parking and Loading Surface Standards Inside the USA

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director of Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services

### **Statement of Issue:**

This agenda item seeks to conduct the first and only Public Hearing to adopt a proposed Ordinance amending Chapter 10 of the Leon County Code of Laws to clarify the parking and loading surface standards for proposed developments within the Urban Service Area (USA), as directed by the Board at their July 12, 2016 meeting.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Conduct the first and only Public Hearing and adopt an Ordinance amending Chapter 10 to clarify the parking and loading surface standards inside the USA (Attachment #1).

## **Report and Discussion**

### **Background:**

Required parking surfaces for non-residential development are generally outlined in Section 10-7.546 of the Leon County Land Development Code (LDC). Although the County has historically required paved parking inside the Urban Service Area (USA), this section does not provide specific requirements, nor does it provide acceptable alternative types of parking surfaces. Without clear direction in the LDC, the County has encountered difficulty in ensuring consistent application of required parking surfaces. Historically, the decision for the determination of the appropriate parking surface has been delegated to Leon County Public Works. On July 12, 2016, the Board authorized staff to proceed with the drafting of an Ordinance amending the LDC to revise the requirements for parking and loading surfaces inside the USA.

### **Analysis:**

Staff has encountered a number of recent development proposals where the requirement for a certain type of parking surface has come into question. The LDC does not clearly provide criteria for required parking surfaces for parcels inside the USA versus those parcels located outside the USA. Parcels inside the USA are typically more intensely developed with the potential for a higher volume of vehicular traffic. As a result, staff has interpreted the LDC to require impervious surfaces for parking and loading for developments within the USA.

Other than Low Impact Development alternatives, the LDC does not provide alternative types of parking surfaces and only indicates a “dust free surface” may be approved. Oftentimes, the land use may have only an intermittent need for parking or the parking is intended for storage of equipment and not for public use. This infrequent use is also not clearly addressed by the LDC. Consequently, this lack of clear direction in the LDC may lead to inconsistent utilization of parking surfaces in development projects. Therefore, staff requested and received authorization from the Board on July 12, 2016, to proceed with the development of an Ordinance revising the parking and loading surface standards to provide clear direction regarding surfaces and materials to be utilized within the USA, as well as alternative surfaces appropriate for infrequent use areas.

The proposed Ordinance:

- Provides clarity to guide staff and the development community as to what will be required for off-street parking surfaces for proposed development activity inside the USA;
- Clarifies the use of impervious surface materials as well as pervious surfaces and sodded parking for infrequent use areas within the USA;
- Ensures consistent implementation of parking surface requirements;
- Highlights and encourages the Low Impact Development guidelines found in Article IV for proposed pervious surfaces;
- Ensures that all surfaces proposed for parking and/or loading are designed to minimize nuisances from erosion, dust and sedimentation;

Comprehensive Plan Consistency Determination

The Tallahassee-Leon County Planning Department (PLACE) 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 also required consistency review and recommendation by the Planning Commission at a Public Hearing which is scheduled for July 10, 2017 at 6:00 p.m. Due to Board agenda deadlines, the recommendation by the Planning Commission will be provided at the Board's Public Hearing.

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #3).

**Options:**

1. Conduct the first and only Public Hearing and adopt an Ordinance amending Chapter 10 to clarify the parking and loading surface standards inside the USA (Attachment #1).
2. Conduct the first and only Public Hearing and do not adopt an Ordinance amending Chapter 10 to clarify the parking and loading surface standards inside the USA.
3. Board direction.

**Recommendation:**

Option #1

Attachments:

1. Proposed Ordinance
2. Consistency Memorandum from PLACE
3. Legal Ad

ORDINANCE NO. 17- \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-7.546, OFF-STREET PARKING SPACE STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA:

**SECTION 1.** Section 10-7.546 of Article VII of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Off-street parking space standards" is hereby amended to read as follows:

**Sec. 10-7.546. Off-street parking space standards.**

\* \* \*

(d) *Parking surfaces.* Except for single-family and two-family dwellings and agricultural uses, every off-street parking area shall be surfaced with asphalt, concrete or other materials determined acceptable by the County Engineer in order with a material that provides a durable and dust-free surface, as approved by the county administrator or designee, upon consultation with appropriate representatives of the public works department. However, parking for seasonal uses and portions of off-street parking lots not used on a regular basis may be exempted from the paving requirements above. Determination of the granting of exemptions shall be made by the parking standards committee. to minimize nuisances from erosion, dust and sedimentation.

Within the Urban Service Area, parking surfaces shall comply with the following standards:

(1) *Approved surface materials.* Parking surfaces shall be constructed with non-abradible gravel, porous and nonporous concrete, brick, porous and nonporous asphalt, turf block, paver blocks, recycled concrete or other surfaces of comparable durability approved by the County Engineer and in accordance with the manufacturer's standards and specifications.

(2) *Pervious surfaces.* The County Engineer may approve the use of pervious surfaces, such as the pervious pavement techniques identified in Section 10-4.308(d)(3), provided:

i. The pervious surface parking and loading area is designed by a professional engineer licensed in the State of Florida and who has submitted sealed construction drawings and other information, such as sub surface soil testing, required by the County Engineer to demonstrate compliance with this subsection and the applicable stormwater management provisions of Chapter 10.

ii. The pervious surface parking and loading areas shall be designed in accordance with the manufacturer's standards and specifications.

- iii. The permeable pavement shall be maintained by the property owner pursuant to a continuing maintenance program as specified by the manufacturer and accepted by the County Engineer and included within an environmental management operating permit.

(3) Sodded Parking. Fully sodded or otherwise stabilized parking may be approved by the County Engineer for overflow parking for public assembly uses, equipment storage, long term vehicle storage or similar uses, except that any required accessible parking shall be stabilized in accordance with the Florida Building Code. Sodded parking shall be required to meet the following requirements and standards:

- i. In addition to other requirements of this chapter, any application for site and development plan approval proposing the use of sodded parking shall include supporting information certified by an engineer licensed by the State of Florida that demonstrates the use and adequacy of the sodded parking surface. The information to be provided with the site plan application shall be prescribed by the County Engineer.

- ii. The following standards shall be met in any approved sodded parking areas:

- a. The materials cross-section and load bearing capabilities (32 tons for Fire Department) in relation to the intended use shall be approved by the County Engineer.
- b. Where used in conjunction with paved spaces, sodded spaces shall be located so as to be used less often than paved spaces.
- c. Sodded parking areas shall be directly accessed from a paved parking aisle. Exceptions to this standard may be considered for uses that are limited in frequency and intensity of use provided that it will not likely result in nuisances from erosion, dust and/or sedimentation due to high traffic volumes.

- iii. Wheel stops or similar devices may be required in all or some portion of the sodded parking area, if in the professional opinion of the County Administrator or designee that such a condition is reasonable to ensure that parking spaces to be made available meet minimum dimensional requirements.

(4) Drainage. Parking and loading surfaces shall be properly graded for drainage and maintained in good condition free of weeds, dust, trash and debris.

\* \* \*

**SECTION 2.** Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.



1 **SECTION 3.** Severability. If any section, subsection, sentence, clause, phrase or portion of this article is  
2 for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall  
3 be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of  
4 the remaining portions of this Ordinance.

5  
6 **SECTION 4.** Effective date. This ordinance shall be effective according to law.  
7

8  
9 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida,  
10 this \_\_\_\_ day of \_\_\_\_\_, 2017.  
11

12  
13 LEON COUNTY, FLORIDA  
14

15 BY: \_\_\_\_\_  
16 JOHN E. DAILEY, CHAIRMAN  
17 BOARD OF COUNTY COMMISSIONERS  
18

19  
20 ATTEST:  
21 GWENDOLYN MARSHALL, CLERK OF THE COURT  
22 AND COMPTROLLER  
23 LEON COUNTY, FLORIDA  
24

25  
26 BY: \_\_\_\_\_  
27

28 APPROVED AS TO FORM:  
29 LEON COUNTY ATTORNEY'S OFFICE  
30

31  
32 BY: \_\_\_\_\_  
33 HERBERT W.A. THIELE, ESQ.  
34 COUNTY ATTORNEY  
35



## MEMORANDUM

**TO:** Ryan Culpepper, Development Services Director, Leon County Department of Development Support & Environmental Management

**FROM:** Susan Poplin, Principal Planner, Tallahassee-Leon County Planning Department

**THRU:** Russell Snyder, Administrator, Tallahassee-Leon County Planning Department

**DATE:** June 15, 2017

**SUBJECT:** Consistency Review—Draft Ordinance for Revisions to the Off-Street Parking Standards

---

### **Description of the Proposed Change:**

The proposed ordinance amends Section 10-7.546, Off-Street Parking Standards, of the *Land Development Code of the Code of Laws of Leon County, Florida*. Specifically, the draft ordinance revises the section on parking surfaces. This section adds language for approved surface materials, pervious parking, sodded areas, and drainage. By adding options, the language provides additional flexibility when siting surface parking.

Surface materials added include non-abradable gravel, porous and nonporous concrete, brick, porous and nonporous asphalt, turf block, paver blocks, recycled concrete or other surfaces of comparable durability that may be approved by the County Engineer and in accordance with the manufacturer's standards and specifications. The language adds a number of surfaces that may be used consistent with the county's code.

The code is amended to allow pervious surfaces contingent on certain conditions. The pervious surface must be designed by a professional engineer licensed in the State of Florida and who has submitted sealed construction drawings and other information, such as sub surface soil testing, required by the County Engineer to demonstrate compliance with this subsection and the applicable stormwater management provisions of Chapter 10.

The proposal adds the ability to use sodded parking areas in conjunction with paved parking areas under certain conditions. The sodded area must include supporting information certified by an engineer licensed by the State of Florida that demonstrates the use and adequacy of the sodded parking surface. The information to be provided with the site plan application shall be prescribed by the County Engineer. It must meet load bearing and drainage requirements, and be directly connected to a paved parking area.

As mentioned above, adequate drainage must be provided to all surface parking including adequate maintenance of landscaping.

**Analysis of Consistency with the Tallahassee-Leon County Comprehensive Plan**

The *Tallahassee-Leon County Comprehensive Plan* has no goals, objectives, and policies that explicitly reference surface parking requirements for development. However, Future Land Use Element Policy 1.4.21 references establishing land development regulations that address parking to the extent that it encourages infill and provides flexibility. The policy states that the land development regulations shall provide for the *relaxation of parking* and shall allow for the establishment of proprietary zoning districts tailored to fit neighborhood or sub-neighborhood conditions, reflecting local preferences and incorporating applicable restrictions for mitigating impacts relating to allowable use, traffic circulation and access design, *parking*, building design, orientation, and height.

In the Mobility Element, Aviation section, Policy 3.3.5, states that additional parking shall be provided in ways that *minimize impervious surfaces* and that maintain the appearance of the airport terminal.

The proposed ordinance supports the *Tallahassee-Leon County Comprehensive Plan* goals, objectives and policies on the issue of parking to the extent that they are applicable.

**Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan**

Based on the findings above, the Planning Department finds the draft ordinance revising Section 10-7.546 (Off-Street Parking Standards) of the *Land Development Code of the Code of Laws of Leon County, Florida*, consistent with the *Tallahassee-Leon County Comprehensive Plan*.

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, July 11, 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 SECTION 10-7.546, OFF-STREET PARKING SPACE STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact 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: June 30, 2017

**Leon County  
Board of County Commissioners**

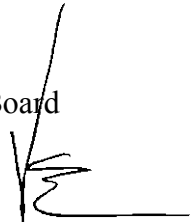
**Notes for Agenda Item #30**

# Leon County Board of County Commissioners

## Agenda Item #30

July 11, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Second and Final Public Hearing on the Adoption of One 2017 Out-of-Cycle Comprehensive Plan Amendment

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement (PLACE) Cherie Bryant, Manager, Tallahassee-Leon County Planning Department
<b>Lead Staff/ Project Team:</b>	Artie White, Principal Planner, Comprehensive Planning and Urban Design

### **Statement of Issue:**

This agenda item seeks the Board's adoption of the proposed ordinance in order to adopt the 2017 Out-of-Cycle amendment to the Tallahassee-Leon County Comprehensive Plan.

This item provides information on a proposed 2017 Out-of-Cycle amendment to the Tallahassee-Leon County Comprehensive Plan. The purpose of the County Adoption Public Hearing is to allow the elected officials for the County to receive public comments at this second and final public hearing and vote on adoption of the proposed amendment.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Conduct the second and final public hearing on the 2017 Out-of-Cycle Comprehensive Plan Amendment and adopt the proposed Ordinance (Attachment #1), thereby adopting the text amendment to the Tallahassee-Leon County 2030 Comprehensive Plan.

## **Report and Discussion**

### **Background:**

On May 23, 2017, the Board of County Commissions approved one text amendment to the Tallahassee-Leon County 2030 Comprehensive Plan for transmittal to the Department of Economic Opportunity as follows:

- PCT201702 - Glossary

PCT201702 amends the definition of “Community Services” in the Glossary of the Comprehensive Plan to be more consistent with the definition in the Land Development Code.

The 2017 Out-of-Cycle Plan Amendment must be adopted by ordinance to be adopted into the Tallahassee-Leon County 2030 Comprehensive Plan.

### **Analysis:**

This is the second and final public hearing of the County Commission for the 2017 Out-of-Cycle amendment.

The full public outreach and meeting schedule for the 2017 Out-of-Cycle amendments is included below.

### **Full 2017 Out-of-Cycle Amendments Schedule:**

Local Planning Agency Workshop	April 5, 2017
Public Open House	April 17, 2017
Local Planning Agency Public Hearing	May 2, 2017
Joint City-County Transmittal Public Hearing	May 23, 2017
City Adoption Public Hearing	June 28, 2017
County Adoption Public Hearing	July 11, 2017

### **Options:**

1. Conduct the second and final public hearing on the 2017 Out-of-Cycle Comprehensive Plan Amendments and adopt the proposed Ordinance (Attachment #1), thereby adopting the text amendment to the Tallahassee-Leon County 2030 Comprehensive Plan.
2. Conduct the second and final public hearing on the 2017 Cycle Comprehensive Plan Amendments and do not adopt the proposed Ordinance, thereby not adopting the text amendment to the Tallahassee-Leon County 2030 Comprehensive Plan.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Proposed Ordinance Amending the 2030 Tallahassee-Leon County Comprehensive Plan

ORDINANCE NO. 2017-\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING THE 2030 TALLAHASSEE-LEON COUNTY COMPREHENSIVE PLAN; ADOPTING AMENDMENTS TO THE GLOSSARY BY AMENDING THE DEFINITION OF COMMUNITY SERVICES; PROVIDING FOR APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Chapters 125 and 163, Florida Statutes, empowers the Board of County Commissioners of Leon County to prepare and enforce comprehensive plans for the development of the County; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and requires the Board of County Commissioners of Leon County to (a) plan for the County's future development and growth; (b) adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the County; (c) implement adopted or amended comprehensive plans by the adoption of appropriate land development regulations; and (d) establish, support, and maintain administrative instruments and procedures to carry out the provisions and purposes of the Act; and

WHEREAS, Ordinance 90-30 was enacted on July 16, 1990, to adopt the Tallahassee-Leon County 2010 Comprehensive Plan for the unincorporated area of Leon County. The City of Tallahassee also adopted a plan for its municipal area by separate ordinance; and

WHEREAS, the horizon year for the Tallahassee-Leon County Comprehensive Plan is now 2030 and the Comprehensive Plan is now known as the Tallahassee-Leon County 2030 Comprehensive Plan; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County Commissioners of Leon County has held several public work sessions, public meetings, and public hearings on proposed amendments to the comprehensive plan, with due public notice



1 having been provided, to obtain public comment, and has considered all written and oral  
2 comments received during said work sessions, public meetings and public hearings; and

3 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County  
4 Commissioners of Leon County transmitted copies of the proposed amendments of the  
5 comprehensive plan to the Department of Economic Opportunity as the State Land Planning  
6 Agency and other state and regional agencies for written comment; and

7 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County  
8 Commissioners of Leon County held a public hearing with due public notice having been  
9 provided on these amendments to the comprehensive plan; and

10 WHEREAS, the Board of County Commissioners of Leon County further considered all  
11 oral and written comments received during such public hearing, including the data collection and  
12 analyses packages, the recommendations of the Tallahassee-Leon County Local Planning  
13 Agency, and the Objections, Recommendations, and Comments Report of the Department of  
14 Economic Opportunity; and

15 WHEREAS, in exercise of its authority, the Board of County Commissioners of Leon  
16 County has determined it necessary and desirable to adopt these amendments to the  
17 comprehensive plan to preserve and enhance present advantages; encourage the most appropriate  
18 use of land, water and resources, consistent with the public interest; overcome present handicaps;  
19 and deal effectively with future problems that may result from the use and development of land  
20 within Leon County, and to meet all requirements of law;

21 BE IT ORDAINED by the Board of County Commissioners of Leon County, Florida,  
22 that:

23 **Section 1. Purpose and Intent.**

24 This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the  
25 authority set out in the Community Planning Act, Sections 163.3161 through 163.3215, Florida  
26 Statutes, as amended.

1  
2 **Section 2. Text Amendment.**  
3

4 The Ordinance does hereby adopt the following portion of the text attached hereto as  
5 Exhibit “A,” and made a part hereof, as an amendment to the Tallahassee-Leon County 2030  
6 Comprehensive Plan, as amended, and does hereby amend “The Tallahassee-Leon County 2030  
7 Comprehensive Plan,” as amended, in accordance therewith, being an amendment to the  
8 following Plan element:

9 Text Amendment PCT201702, which relates to the Glossary.

10  
11 **Section 3. Applicability and Effect.**

12 The applicability and effect of this update to the 2030 Comprehensive Plan shall be as  
13 provided by the Community Planning Act, Sections 163.3161 through 163.3215, Florida  
14 Statutes, and this Ordinance, and shall apply to all properties under the jurisdiction of Leon  
15 County.

16 **Section 4. Conflict with Other Ordinances and Codes.**

17 All ordinances or parts of ordinances of the Code of Laws of Leon County, Florida, in  
18 conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

19 **Section 5. Severability.**

20 If any provision or portion of this Ordinance is declared by any court of competent  
21 jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and  
22 portions of this Ordinance shall remain in full force and effect.

23 **Section 6. Copy on File.**

24 To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public,  
25 a certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon  
26 County 2030 Comprehensive Plan and these updates thereto, shall also be located in the

Tallahassee-Leon County Planning Department. The Planning Director shall also make copies available to the public for a reasonable publication charge.

**Section 7. Effective Date.**

The effective date of this Plan update shall be according to law and the applicable statutes and regulations pertaining thereto.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this 11th day of July, 2017.

LEON COUNTY, FLORIDA

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

ATTESTED BY:  
GWENDOLYN MARSHALL, CLERK  
OF THE COURT AND COMPTROLLER

BY: \_\_\_\_\_  
CLERK

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
HERBERT W.A. THIELE, ESQ.  
COUNTY ATTORNEY

**Exhibit A**

**Text Amendment PCT201702**

COMMUNITY SERVICES: A facility owned or operated by a public or private entity or agency that provides a service or significant public benefit directly to the general public, such as ~~libraries~~ libraries, religious facilities, police/fire stations, hospitals, museums, and schools.