

# **BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA**

## **AGENDA**

### **REGULAR MEETING**

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

**Tuesday, March 27, 2018  
3:00 p.m.**

### ***COUNTY COMMISSIONERS***

Nick Maddox, Chairman  
At-Large

Jimbo Jackson, Vice Chair  
District 2

Bryan Desloge  
District 4

Mary Ann Lindley  
At-Large



John E. Dailey  
District 3

Kristin Dozier  
District 5

Bill Proctor  
District 1

Vincent S. Long  
County Administrator

Herbert W. A. Thiele  
County Attorney

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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, March 27, 2018, 3:00 p.m.**

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation and Pledge of Allegiance by Commissioner Bryan Desloge

**AWARDS AND PRESENTATIONS**

- Proclamation Recognizing two Leon County Students Representing Talquin Electric Cooperative on the National Rural Electric Cooperative Youth Tour to Washington D.C.  
*(Chairman Nick Maddox)*
- Proclamation Recognizing National Service Recognition Day on April 3, 2018  
*(Commissioner Bryan Desloge)*

**CONSENT**

1. Minutes: December 11, 2017 Board Retreat and February 13, 2018 Regular Meeting  
*(Clerk of the Court)*
2. Payment of Bills and Vouchers  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
3. Request to Schedule a Tax Exempt Financing Reform Act (TEFRA) Public Hearing for the Holy Comforter Episcopal School, Inc. Conduit Financing Request  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
4. Request to Schedule a Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report  
*(County Administrator/ County Administration/ Human Services & Community Partnerships)*
5. Commissioner Appointments to the Contractors License and Examination Board and the Code Enforcement Board  
*(County Administrator/ County Administration)*
6. Agreement between Leon County and the Leon County Research & Development Authority for the Innovation Park Central Pond Trail Project Design and Construction Services  
*(County Administrator/ Public Works/ Engineering Services)*
7. Plat of Upper East Subdivision and Acceptance of the Maintenance Agreement and Surety Device  
*(County Administrator/ Public Works/ Engineering Services)*
8. Local Agency Program Agreement Between Leon County and Florida Department of Transportation for the Design of Bicycle Lanes on a Portion of Smith Creek Road (CR375)  
*(County Administrator/ Public Works/ Engineering Services)*



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

9. Supervised Pretrial Release Program 2017 Annual Report  
*(County Administrator/Office of Intervention & Detention Alternatives)*
10. Status Report on America's First Christmas Project  
*(County Administrator/ Division of Tourism)*
11. Domi's FY 2017 Annual Report and Lease Extension  
*(County Administrator/ P.L.A.C.E./ Office of Economic Vitality)*

**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**

12. Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" for April 10, 2018 at 6:00 p.m.  
*(County Attorney)*
13. Request to Schedule the First and Only Public Hearing for April 10, 2018, to Consider an Ordinance to Establish an Independent Children's Service Council District Upon Voter Approval at the November 6, 2018 General Election  
*(County Administrator / County Attorney/ County Administration)*
14. Status Update on the Proposed Restructuring of the Community Redevelopment Agency  
*(County Administrator / County Administration)*
15. Bid Award to M of Tallahassee, Inc. in the Amount of \$4,407,000 for the Woodside Heights Wastewater Retrofit  
*(County Administrator/ Public Works/ Engineering Services)*
16. Public Safety Coordinating Council Recommendation to Fund Bethel Ready4Work-Tallahassee Reentry Program  
*(County Administrator/ Office of Intervention and Detention Alternatives)*
17. Funding Request to Support Over the Edge-Tallahassee  
*(County Administrator/ County Administration)*

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

18. First and Only Public Hearing for the Type “C” Site and Development Plan Application for the Benners Sand Mine on Tram Road  
*(County Administrator/Development Support & Environmental Management)*
19. First and Only Public Hearing to Consider Adoption of Resolution Authorizing Road Improvements for Tower Oaks Subdivision  
*(County Administrator/ County Attorney/ Office of Financial Stewardship/ Public Works)*

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

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

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

**ADJOURN**

*The next Regular Board of County Commissioner’s meeting is scheduled for  
**Tuesday, April 10, 2018 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)**

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Regular Meeting Schedule**

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting in 5<sup>th</sup> Floor Chambers</b>
<b>January 23</b>	Tuesday	1:00 p.m.	<i>Joint Workshop Comp Plan Amendments</i>
<b>January 23</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 13</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 27</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 27</b>	Tuesday	6:00 p.m.	<i>Transmittal Hearing on 2018 Cycle Comp Plan Amendments</i>
<b>March 27</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 10</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 10</b>	Tuesday	6:00 p.m.	<i>Adoption Hearing on 2018 Cycle Comp Plan Amendments</i>
<b>April 10</b>	Tuesday	6:00 p.m.	<i>Public Hearing on Proposed Charter Amendments</i>
<b>April 24</b>	Tuesday	9:00 a.m.	<i>Preliminary Budget Workshop</i>
<b>April 24</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 8</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 22</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>June 19</b>	Tuesday	9:00 a.m.	<i>Budget Workshop</i>
<b>June 19</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>July 10</b>	Tuesday	9:00 a.m.	<i>Budget Workshop (if necessary)</i>
<b>July 10</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<del><b>August 21</b></del>	<del>Tuesday</del>	<del>6:00 p.m.</del>	<del><i>Public Hearing on Charter Amendments</i></del>
<b>September 4</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 4</b>	Tuesday	6:00 p.m.	<i>First Public Hearing on Tentative Millage Rate and Budgets</i>
<b>September 24</b>	Monday	3:00 p.m.	Regular Board Meeting
<b>September 24</b>	Monday	6:00 p.m.	<i>Second Public Hearing on Final Millage Rate and Final Budgets</i>
<b>October 9</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>October 23</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>November 20</b>	Tuesday	3:00 p.m.	Board Reorganization and Regular Board Meeting
<b>December 10</b>	Monday	9:00 a.m.	Board Retreat
<b>December 11</b>	Tuesday	3:00 p.m.	Regular Board Meeting

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Regular Meeting Schedule**

*All Workshops, Meetings, and Public Hearings are held in the Leon County Courthouse,  
5<sup>th</sup> Floor Commission Chambers, at 301 South Monroe Street, and are subject to change.*

**JANUARY**

S	M	T	W	T	F	S
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**FEBRUARY**

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**MARCH**

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**APRIL**

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**MAY**

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**JUNE**

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**JULY**

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**AUGUST**

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**SEPTEMBER**

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**OCTOBER**

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**NOVEMBER**

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**DECEMBER**

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30	31	1	2	3	4	5

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Schedule**

Month	Day	Time	Meeting Type
January 2018	Monday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 9	No meeting	BOARD RECESS
	Monday 15		MARTIN LUTHER KING, JR. DAY
	Tuesday 16	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 23	1:00 p.m.	Joint City/County Workshop on the 2018 Cycle Comprehensive Plan Amendments
		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 the Recommended Order and Exceptions on the Site and Development Plan Application for Brookside Village Residential Subdivision
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Thursday 25 & Friday 26	Seminar 2 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
February 2018	Wednesday 7	7:30 a.m.-7:00 p.m.	FAC Legislative Day Challenger Learning Center – 200 S. Duval St.
	Friday 9	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 20	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	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 2018 Comprehensive Plan Amendments
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending of Official Zoning Map to change Zoning Classification from Urban Fringe (UF) District to Light Industrial (M-1) District
March 2018	Thursday 1	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Saturday 3 – Wednesday 7		NACO Legislative Conference Washington Hilton - Washington, DC
	Monday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 22	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers

Month	Day	Time	Meeting Type
March 2018 (cont.)	Tuesday 27	6:00 p.m.	First and Only Public Hearing to Consider Adoption of Resolution Authorizing Road Improvements for Tower Oaks Subdivision.
		6:00 p.m.	First and Only Public Hearing for the Type 'C' Site and Development Plan Application for the Benners Sand Mine on Tram Road
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April 2018	Tuesday 10	12:00 – 3:00 p.m. Cancelled	<del>Workshop on Charter Review Committee Final Report</del>
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on 2018 Cycle Comprehensive Plan Amendments
		<u>6:00 p.m.</u>	<u>First and Only Public Hearing to Consider an Ordinance to Amend the Leon County Charter to Provide for a Code of Ethics Upon Voter Approval at the November 6, 2018 General Election</u>
		<u>6:00 p.m.</u>	<u>First and Only Public Hearing to Consider an Ordinance to Amend the Leon County Charter to Provide for Non-Partisan Elections for All County Constitutional Officers Upon Voter Approval at the November 6, 2018 General Election</u>
		<u>6:00 p.m.</u>	<u>First and Only Public Hearing to Consider an Ordinance to Amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, Regarding the County Attorney</u>
		<u>6:00 p.m.</u>	<u>First and Only Public Hearing to Consider an Ordinance to Establish an Independent Children's Service Council District Upon Voter Approval at the November 6, 2018 General Election</u>
		<u>6:00 p.m.</u>	<u>First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms"</u>
	Tuesday 17	9:00 a.m.	Capital Region Transportation Planning Agency Workshop TBA
	Thursday 19 & Friday 20	Seminar 3 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
	Tuesday 24	9:00 a.m. – 3:00 p.m.	Preliminary Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
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May 2018	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 24	9:30 a.m.	Community Redevelopment Agency City Commission Chambers

Month	Day	Time	Meeting Type
May 2018 (cont.)	Monday 28	Offices Closed	MEMORIAL DAY
June 2018	Monday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 19	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
	Thursday 21	1:00 – 3:00 p.m.	<b>Workshop on Blueprint 2020 Implementation Plan for Infrastructure and Economic Development Programs City Commission Chambers</b>
		3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 26 - Friday 29		FAC Annual Conference & Educational Exposition Orange County; Hyatt Regency, Orlando, FL
July 2018	Wednesday 4	Offices Closed	INDEPENDENCE DAY
	Monday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 10	9:00 a.m. – 3:00 p.m.	Budget Workshop (if necessary)
		3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Friday 13 - Tuesday 16		NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN
	Tuesday 24	No Meeting	BOARD RECESS
August 2018	Wednesday 1 – Saturday 4		National Urban League Annual Conference Columbus, Ohio
	Thursday 9 - Sunday 12		Chamber of Commerce Annual Conference Amelia Island, FL
	Tuesday 21	6:00 p.m. Cancelled	Public Hearing on Charter Amendments (if necessary)
	Tuesday 28	Primary Election	PRIMARY ELECTION DAY
September 2018	Monday 3	Offices Closed	LABOR DAY
	Tuesday 4	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 18/19*
	Thursday 13	4:00 p.m. & 6:00 p.m.	Community Redevelopment Agency Meeting & Public Hearing, City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Wednesday 19 – Sunday 23		Congressional Black Caucus Annual Legislative Conference Washington DC
	Thursday 20	5:00 – 8:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers

Month	Day	Time	Meeting Type
<b>September 2018 (cont.)</b>	<del>Tuesday 25</del> Monday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 18/19*
	Wednesday - 26 Thursday 27		<i>FAC Innovation, Education &amp; Leadership Summit Charlotte Harbor Event &amp; Conference Center – Charlotte County- Punta Gorda, FL</i>
<i>* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.</i>			
<b>October 2018</b>	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 16	9:00 - 11:00 a.m.	Capital Region Transportation Planning Agency Workshop TBA
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>November 2018</b>	<b>Tuesday 6</b>	<b>General Election</b>	<b>ELECTION DAY</b>
	<b>Monday 12</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Thursday 15	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting & Reorganization County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<b>Thursday 22</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 23</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
	Monday 26	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Wednesday 28 - Friday 30		<i>FAC Legislative Conference - Marriott Tampa Waterside – Hillsborough County-Tampa, FL</i>
<b>December 2018</b>	Monday 10	9:00 a.m. – 4:00 p.m.	Board Retreat TBD
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 13	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 24</b>	<b>Offices Closed</b>	<b>CHRISTMAS EVE</b>
	<b>Tuesday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
	<b>Monday 31</b>	<b>Offices Closed</b>	<b>NEW YEAR'S EVE</b>
<b>January 2019</b>	<b>Tuesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 8</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 21</b>		<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 22	3:00 p.m.	Regular Meeting



## **Citizen Committees, Boards, and Authorities** **2018 Term Expirations and Vacancies**

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

### **CURRENT VACANCIES**

#### **Code Enforcement Board**

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

### **UPCOMING TERM EXPIRATIONS**

#### **MARCH 31, 2018**

##### **Contractors Licensing and Examination Board**

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

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

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

#### **APRIL 30, 2018**

##### **Tallahassee Sports Council**

Board of County Commissioners (2 appointments)

##### **TLC Minority, Women, & Small Business Enterprise Citizen Advisory Committee**

Board of County Commissioners (2 appointments)

#### **JUNE 30, 2018**

##### **Affordable Housing Advisory Committee**

Board of County Commissioners (1 appointment)

##### **Architectural Review Board**

Board of County Commissioners (3 appointments)

##### **Board of Adjustment and Appeals**

Board of County Commissioners (1 appointment)

##### **CareerSource Capital Region Board**

Board of County Commissioners (3 appointments)

##### **Planning Commission**

Board of County Commissioners (1 appointment)

#### **JULY 31, 2018**

##### **Big Bend Health Council, Inc.**

Board of County Commissioners (4 appointments)

**JULY 31, 2018 (cont.)**

**Leon County Educational Facilities Authority**

Board of County Commissioners (1 appointment)

**Water Resources Committee**

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

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

**SEPTEMBER 30, 2018**

**Council on Culture & Arts**

Board of County Commissioners (2 appointments)

**Joint School Coordinating Committee**

Board of County Commissioners (1 appointment)

**Leon County Research and Development Authority**

Board of County Commissioners (3 appointments)

**Science Advisory Committee**

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

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

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

Board of County Commissioners (4 appointments)

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

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

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

**OCTOBER 31, 2018**

**Canopy Roads Citizens Committee**

Board of County Commissioners (2 appointments)

**Tourist Development Council**

Board of County Commissioners (3 appointments)

**DECEMBER 31, 2018**

**Audit Advisory Committee**

Board of County Commissioners (2 appointments)

**Joint City/County Bicycling Workgroup**

Board of County Commissioners (3 appointments)

**Library Advisory Board**

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

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

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

**Leon County  
Board of County Commissioners**

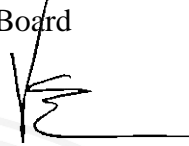
**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Agenda Item #1

March 27, 2018

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

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

**Title:** Minutes: December 11, 2017 Board Retreat and February 13, 2018 Regular Meeting

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

### **Statement of Issue:**

This agenda item seeks Board review and approval of the following minutes: December 11, 2017 Board Retreat and February 13, 2018 Regular Meeting.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the minutes of the December 11, 2017 Board Retreat and February 13, 2018 Regular Meeting.

### **Attachments:**

1. December 11, 2017 Board Retreat Minutes
2. February 13, 2018 Regular Meeting Minutes

**Board of County Commissioners  
Leon County Florida  
FY 2017/2018 Strategic Planning Retreat  
Goodwood Carriage House  
December 11, 2017**

The Leon County Board of County Commissioners met for its FY 2017/2018 Strategic Planning Retreat at the Goodwood Carriage House on December 11, 2017 at 9:00 a.m.

Present were Chairman Nick Maddox, Vice-Chairman Jimbo Jackson and Commissioners Mary Ann Lindley, Bryan Desloge, John Dailey, and Kristin Dozier. Commissioner Bill Proctor was absent. Also present were County Administrator Vince Long, County Attorney Herb Thiele and Clerk to the Board Rebecca Vause.

1. Chairman Maddox welcomed the Board to the 2017 Board Retreat and offered opening remarks.
2. County Administrator Long provided introductory remarks and expressed appreciation for the consistent direction provided by the Board. He distributed a newly created user-friendly Code of Ethics “field manual” that will be distributed to County employees. He conveyed that the document will provide employees with an easy reference on expected ethical behavior. He advised that he had designated Wanda Hunter, Assistant County Administrator, as the initial point of contact for employees.

County Administrator Long then provided an overview of the Board Retreat. He discussed the Leon LEADS initiative and how the County has used this process to align its strategic processes and optimize resources throughout the organization to address the community’s pressing issues. He shared that the day was divided into two sections: 1. Building Resilience; and 2. Progress and Update of the Strategic Plan.

Commissioner Desloge expressed appreciation to staff for the emphasis on ethics and asked that County Attorney Thiele provide at the end of each Board meeting an anecdote of an ethical situation that has occurred that could be educational to the Board and the public.

Commissioner Lindley noted the Board’s Five Year Target that “100% of employees are trained in Customer Experience, Diversity and Domestic Violence, Sexual Violence & Stalking in the Workplace” and suggested that the County could improve its training on sexual harassment issues.

*Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the FY2017-2018 Board Retreat Overview. The motion carried 6-0 (Commissioner Proctor absent).*

**SECTION ONE: Building Resilience:**

3. Mathieu Cavell, Assistant to the County Administrator for Community Relations and Resilience and Kevin Peters, Emergency Management Director, provided an overview of the County’s ongoing community and disaster resilience activities and programs. The presentation included a review of improvements following Hurricane Hermine, the successful alignment of Emergency Management into the County’s organizational structure, and a summary of disaster preparedness efforts.

Commissioner Dozier mentioned the Apalachee Regional Planning Council and commented on the eagerness of surrounding counties to partner with Leon County on resiliency efforts.

*Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept staff's presentation on Leon County's community and disaster resilience activities. The motion carried 6-0 (Commissioner Proctor absent).*

4. Leslie Chapman-Henderson, President and Chief Executive of the Federal Alliance for Safe Housing (FLASH), provided an update to the Board on national disaster resilience efforts. Ms. Chapman-Henderson's presentation included an overview of FLASH's #HurricaneStrong public relations campaign, which seeks to increase public safety and reduce economic losses by motivating individuals and families to undertake hurricane preparedness and mitigation activities. She advised that the #HurricaneStrong campaign leverages partnerships with several national partners including the Weather Channel, National Hurricane Center, Federal Emergency Management Agency, National Oceanic and Atmospheric Administration and others.
5. The Board entered into a facilitated discussion with Ms. Chapman-Henderson on ways that the County can continue to drive and enhance the community's resilience to natural disasters and other emergency events.

*Commissioner Dailey moved, duly seconded by Commissioner Lindley, to direct staff to include a new Strategic Initiative to partner with the FLASH to become the nation's first #HurricaneStrong County. The motion carried 6-0 (Commissioner Proctor absent).*

## **SECTION TWO: Progress and Update of Strategic Plan:**

6. Strategic Plan Update:

County Administrator Long reviewed the FY 2017-FY2021 Strategic Plan including the vision statement, mission statement, and strategic priorities.

*Commissioner Dailey moved, duly seconded by Commissioner Desloge, to accept Options 1 & 2: 1) Accept the vision statement with no revisions, and 2) Accept the mission statement with no revisions. The motion carried 6-0 (Commissioner Proctor absent).*

*No action was taken by the Board on its strategic priorities.*

### **A. Progress Towards Five-Year Targets and Bold Goals**

County Administrator Long provided an update on the County's progress towards each priority area's bold goals and five-year targets, including the ongoing efforts to achieve these stretch goals.

As part of the update, the County Administrator recommended revising the **Economy** five-year target regarding job creation as follows: "**Co-Create 500 Entrepreneur Ventures and ~~5,500~~ 11,500 New Jobs, including ~~200~~ 400 High-Wage Jobs.**"

Commissioner Dozier commended staff on the progress made on the Bold Goals and appreciated the manner in which results are tracked. She referenced the five-year target on job creation and asked for a status report on the sectors/industries that created new jobs during the last year. She also opined it important to ensure that job creation numbers are framed appropriately when being presented.

*Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Accept the update on Leon County's progress towards the FY 2017-2021 bold goals and targets, and 2) Revise the Economy five-year target to "Co-Create 500 Entrepreneur Ventures and ~~5,500~~ 11,500 New Jobs, including ~~200~~ 400 High-Wage Jobs."* The motion carried 6-0 (Commissioner Proctor absent).

#### B. Strategic Initiatives – Overview and Amend or Add

County Administrator Long provided the Board an update of its strategic initiatives that are complete or in progress before discussing amending or adding new strategic initiatives. As presented in the Retreat materials, staff reported that 15 (34%) of the 44 total strategic initiatives approved by the Board were completed during FY 2017, while the remaining 29 (66%) are in progress. He noted that categorizing a strategic initiative as complete does not necessarily mean that work is completed; rather they are ongoing and will require continued resources and support.

The Board then engaged in open discussion identifying new initiatives for the upcoming year. Outlined below are the new strategic initiatives and requests for additional information (agenda item) offered by Commissioners:

##### Chairman Maddox:

- Partner with the Federal Alliance for Safe Housing (FLASH) to become the nation's first #HurricaneStrong county.
- As part of Leon County's Citizen Engagement Series, conduct an annual "Created Equal" event to strengthen the County's commitment in tackling difficult subjects.
- Revise the Quality of Life strategic initiative to ~~"Support~~ Implement the Joint County-City Affordable Housing Work Group's ~~efforts~~ recommendations to develop a holistic plan for the redevelopment of a multifamily affordable housing project and identification of additional transitional housing opportunities through community partnerships."
- Budget discussion item on Ready4Work.
  - Commissioner Dozier suggested that the item include an analysis of other workforce initiatives.
  - Commissioner Desloge requested additional information on how the County can support ex-felons through its purchasing policies.
- Update on Miccosukee Sense of Place Initiative.

##### Commissioner Lindley:

- Evaluate expanding Leon Works as a regional event and to different segments of the community.
- Work with Sustainable Tallahassee and community partners to evaluate developing a community-wide climate action plan.

##### Commissioner Dozier:

- Explore the creation of local Enterprise Zone incentives to be managed by the Office of Economic Vitality in support of economic growth and development.
- Continue to partner with Shop Local 850 to promote Leon County's local businesses and entrepreneurs and develop new data sources to analyze the economic impacts of shopping local.
- Explore ways to expand how local businesses can do business outside of the community.

- Revise the Quality of Life strategic initiative to: “Develop and Implement a master plan for the Apalachee Regional Park.”
- Status report on the sector/industries that created new jobs during the last year.

Commissioner Jackson:

- Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements.
- Continue to work with the state to seek matching grants to convert septic to sewer systems.
- Continue to work with the state as a host community in evaluating pilot technologies for new advanced wastewater treatment septic tanks.

Commissioner Dailey

- None.

Commissioner Desloge:

- As part of sense of place initiative for Miccosukee, evaluate the opportunity to combine activities from the existing community center into the Old Concord School.
- Raise awareness of County trails through the Division of Tourism Strategic Plan.
- Continue to support Commissioner Maddox in his efforts to become Florida Association of Counties President.
- Request regular updates from the Sheriff regarding progress on addressing crime including data and metrics.

*Commissioner Dailey moved, duly seconded by Commissioner Dozier, to approve the proposed strategic initiatives and requested agenda items and other administrative items. The motion carried 6-0 (Commissioner Proctor absent).*

This concluded the Board's Retreat agenda.

The Board expressed appreciation to staff for its hard work in planning the Retreat.

Chairman Maddox adjourned the Retreat at 1:51 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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



**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
February 13, 2018**

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

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was provided by Elder LaNorris McFadden Pastor, Shady Grove #1 Primitive Baptist Church. Commissioner Proctor then led the Pledge of Allegiance.

**AWARDS AND PRESENTATIONS**

- Commissioner Proctor presented a Proclamation recognizing Roosevelt Wilson, author of the recently published “Agile, Mobile, Hostile: The Biography of Alonzo S. Jake Gaither”.

Mr. Wilson expressed his appreciation for the recognition and support from the broader community.

- CANCELLED: Tom Napier offered presentation from Honor Flight Tallahassee.

**1. Mid Session Legislative Update (This item is included under Consent)**

County Administrator Long introduced the item. He then invited Andy Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives and Jeff Sharkey, Capitol Alliance Group, to provide the 2018 Legislative Update to the Board.

Mr. Johnson shared with the Board requested information on home rule preemption bills being considered. He relayed that staff is monitoring two emerging preemption bills of interest: 1) tree trimming, removal and harvesting, and 2) economic development and tourism promotion accountability. He also brought to the Board's attention a proposal being considered by the Constitutional Revision Committee that would limit the power of a county, municipality, or special district to regulate commerce, trade, or labor unless the regulation applies exclusively within the respective entity's own boundaries in a manner not prohibited by law. Mr. Johnson added that staff will continue to provide updates to the Board through the weekly Capital Update.

In response to Commissioner Lindley's inquiry about the status of SB 134, Mr. Johnson indicated that the bill did not have a lot of movement and most gun bills were withdrawn.

Commissioner Proctor asked about the prospects of the preemption bills passing. Mr. Johnson shared that staff is working closely with the Florida Association of Counties (FAC), bill sponsors, local delegation, and House and Senate Chairs to share the negative impacts the bills would have at the local level.

Mr. Sharkey shared that the Legislature is entering into its budget phase with both the House and Senate passing comparable budgets (\$87.2 billion in the House and \$87.3 billion in the Senate). He indicated that while their primary focus for the remainder of the session includes protecting home rule; attention would also be paid to bills related to concealed weapons, public safety, state retirement system, CRA, etc. He expressed appreciation for the opportunity to work with staff and thanked the Board for hosting the Legislative Dialogue meetings.

Commissioner Proctor mentioned the infrastructure plan offered by President Trump and opined it to be an unfunded mandate from the federal government. Mr. Sharkey suggested that the bill would not do very well in Congress and that the percentage of local contribution required was onerous.

Commissioner Dozier received an update on affordable housing funding, regulation of vacation rentals and economic development dollars.

Commissioner Lindley inquired about funds for springs restoration. Mr. Sharkey stated that he would send additional information to the Board on this matter.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the Mid-Session Legislative update status report. The motion carried 6-0 (Commissioner Jackson absent).*

**CONSENT:**

*Commissioner Desloge moved, duly seconded by Commissioner Dozier to approve the Consent Agenda, with the exception of Items #5 and #7, which were pulled for further discussion. The motion carried 6-0 (Commissioner Jackson absent).*

**2. Minutes: December 12, 2017 Regular Meeting**

*The Board approved Option 1: Approve the minutes of the December 12, 2017 Regular meeting.*

**3. Payment of Bills and Vouchers**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for February 13, 2018, and Pre-Approval of Payment of Bills and Vouchers for the Period of February 14, 2018 through February 26, 2018.*

**4. Final Payment for Hosting the Americas Competitiveness Exchange**

*The Board approved Option 1: Approve the Budget Amendment appropriating \$9,467 from the Tourist Development Contingency fund to pay for the final cost associated with hosting the Americas Competitiveness exchange in 2017.*

**5. Agreement with CareerSource Capital Region on the Summer Youth Training Program**

Commissioner Proctor requested the item be pulled for further discussion.

Commissioner Proctor expressed concern that the partnership with CareerSource would require the County to limit participation to youth aged 16-24 and asked that language be included that would allow for younger (aged 14) participants.

Chairman Maddox shared that the Board has the prerogative to change the age requirement.

*Commissioner Proctor moved, duly seconded by Chairman Maddox, approval of Option 1, as amended: Approve the Agreement with CareerSource Capital Region to provide job readiness training and support for the Summer Youth Training Program for participants ages 14-24 and authorize the County Administrator to execute. The motion carried 6-0 (Commissioner Jackson absent).*

**6. Proposed Amendment to the State Housing Initiative Partnership Local Housing Assistance Plan**

*The Board approved Option 1: Approve the amendments to the Leon County State Housing Initiative Partnership Local Housing Assistance Plan and adopt the associated Resolution for submittal to the Florida Housing Finance Corporation.*

**7. Ratification of Board Actions at the October 24, 2017 Workshop on the Apalachee Regional Park Master Plan**

Commissioner Desloge requested the item be pulled for further discussion.

Commissioner Desloge praised staff for transforming the former landfill into an asset for the community.

Commissioner Dozier also expressed her appreciation for the proposed park, She shared that residents of the Meadows at Woodrun neighborhood have expressed their gratitude for the County's mitigation efforts and for staff's continued work to address their concerns.

*Commissioner Dozier moved, seconded by Commissioner Desloge, approval of Option 1: Ratify the actions taken at the October 24, 2017 Workshop on the Apalachee Regional Park Master Plan including the mitigation efforts outlined in the agenda item.*

Chairman Maddox acknowledged the County's partnership with the FSU track team and thanked FSU Athletics for helping to make Apalachee Regional Park a renowned cross-county course.

*The motion carried 6-0 (Commissioner Jackson absent).*

**8. Proposed Revised Policy No. 03-15, "Board-Appointed Citizen Committee"**

*The Board approved Option 1: Adopt proposed revised Policy No. 03-15, "Board-Appointed Citizen Committees".*

**9. Status Report on the Council on Culture and arts Efforts Related to the Cultural Plan, Operation and Grant Programs**

*The Board approved Option 1: Accept the status report on Council on Culture and Arts efforts related to the Cultural Plan, operations and grant programs.*

**10. Code Enforcement Board and the Code Compliance Program 2016-2017 Annual Report**

*The Board approved Option 1: Accept the 2016-2017 Annual Report of the Code Enforcement Board and the Code Compliance Program.*

**11. Contractors' Licensing and Examination Board 2016-2017 Annual Report**

*The Board approved Option 1: Accept the Contractors' Licensing and Examination Board 2016-2017 Annual Report.*

**12. Tallahassee-Leon County Board of Adjustment and Appeals 2017 Annual Report**

*The Board approved Option 1: Accept the Tallahassee-Leon County Board of Adjustment and Appeals 2017 Annual Report.*

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS** (3-minute limit per speaker; there will not be any discussion by the Commission)

- Mickey Britt, 4407 Millwood Lane, asserted those federal drug laws are a violation of citizens' constitutional rights. A document further detailing Mr. Britt's position on this issue was distributed to the Board and submitted to be made part of the record.

**GENERAL BUSINESS**

**13. FY 2018 Springs Restoration Grants for the Northeast Lake Munson and Belair/Annawood Sewer System Projects and the Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan**

County Administrator Long introduced the item. He stated that the item seeks acceptance of two Florida Department of Environmental Protection Springs Restoration Grants totaling \$4.5 million for sewer system projects in the Northeast Lake Munson and Belair/Annawood neighborhoods located in the primary springs protection zone. He added that the item builds upon significant success the County has had in fulfilling the Board's priority of eliminating septic tanks in the Primary Springs Protection Zone by eliminating almost 400 septic tanks.

Commissioner Proctor commended staff and expressed his enthusiasm for the progress being made to expand central sewer to areas that are in need of this service.

*Commissioner Proctor moved, duly seconded by Commissioner Lindley, approval of Options 1, 2 & 3: 1) Accept the grants totaling \$4.5 million from the Springs Restoration Grant Program for the Northeast lake Munson and Belair/Annawood Sewer System Projects and authorize the County Administrator to execute the grant agreements in a form to be approved by the County attorney; 2) Approve the Resolution and associated Budget Amendment Request, and 3) Approve the inclusion of the Tentative Leon County water Quality and Springs Protection Improvement Plan in the Northeast Lake Munson and Belair/Annawood Sewer System Grant Agreements. The motion carried 6-0 (Commissioner Proctor absent).*

**14. Collaborate with the Tallahassee Symphony and the Village Square to Host the 2019 Created Equal Event**

County Administrator Long introduced the item and conveyed that the item seeks approval to collaborate with the Tallahassee Symphony Orchestra and The Village Square to host the 2019 Created Equal event. He mentioned that the event will continue to build on the momentum of past events by inviting and engaging an even larger audience with a dynamic symphonic project, followed by a facilitated conversation on race, ethnicity, and other crucial issues. He noted that the current funding level for the Created Equal event is \$10,000; however, the cost for title

sponsorship is be \$20,000. If approved, an additional \$10,000 would be included in next year's budget.

Commissioner Dozier thanked staff for working with the Symphony and Village Square to prepare the item. She commented on the success of the Created Equal events, noting that over 600 people attended this year's event at the Moon. She expressed excitement for the opportunity to use this partnership as a way to reach more people in and that the County's support would help broaden the audience.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the collaboration with the Tallahassee Symphony Orchestra and The Village Square to host the 2019 Created Equal event and include in next year's budget \$20,000 to be the title sponsor.*

Commissioner Proctor called attention to the County's funding for the Red Hill Horse Trial event and suggested that it warranted title sponsorship status.

Commissioner Desloge commented on the success of the County's partnership with Village Square as it provided an chance to link with citizens in a different way.

Commissioner Lindley recognized Bobbie Frye, President of the Tallahassee Symphony Orchestra and commended the organization for making efforts to reach new and diverse audiences.

Chairman Maddox had a number of questions regarding access to the event. He noted that previous events have been free of charge and was concerned that an admission fee would hinder some from attending. He encouraged the Symphony to make every effort possible to keep the admission fee affordable and to make free tickets available.

County Administrator Long shared that the County contemplates having hundreds of free tickets and the remainder of the tickets will be at a significantly reduced price. He stated that more information would be forthcoming to the Board on this issue,

Commissioner Dozier submitted that Village Square is committed to expanding its audience and that it would make every effort to encourage and facilitate attendance by a wide array of residents. She also stated that the planned facilitated conversation about race, ethnicity and other crucial issues was a critical component of the event.

Chairman Maddox reiterated his request that the monies provided by the County in support of the event be used to buy as many tickets as possible and that the price for the remainder of the tickets be as affordable as possible. He also requested clarification regarding the facilitated discussion at the close of the program.

Barby Moro, Village Square, explained that tables and chairs would be placed in the venue courtyard to stimulate and provide for conversation.

*The motion carried 6-0 (Jackson out of Chambers).*

**15. Proposed Weatherization Modifications to the Capital City Amphitheater at Cascades Park**

County Administrator Long introduced the item. He conveyed that the item builds upon previous Board direction relative to making modifications to the Capital City Amphitheater to weatherize the stage. He stated that funds have been previously

budgeted from the Deepwater Horizon oil spill settlement agreement. County Administrator Long advised that the estimated costs for the improvements are \$390,000, leaving a projected balance of \$190,000. He added that staff recommends that any project balance be reallocated towards the placement of solar on County facilities and that a budget discussion item would be brought to the Board contemplating that use for the balance of the funds.

In response to inquiry from Commissioner Proctor, County Administrator Long articulated that the proposed modifications have been contemplated for some time. He shared that on a few occasions equipment has been affected by inclement weather conditions during performances. Commissioner Proctor asked if future enhancements are anticipated. Mr. Long responded that the green room space has been an issue; however, the venue is operating “beautifully” and the proposed modifications offer an opportunity to make the facility better and to respond to feedback from performers.

Commissioner Dozier commended staff for their continued focus on moving forward with retrofits and was pleased that that new speakers and sound mitigation issues are included. She noted that there are many upcoming festivals and stressed the need to ensure that while construction work continues these events will not be impeded.

*Commissioner Dozier moved, duly seconded by Commissioner Proctor, approval of Options 1 & 2: 1) Approve the proposed weatherization modification elements to the Capital City Amphitheater at Cascades Park, authorize the County Administrator to proceed in coordination with the Blueprint Intergovernmental Agency and the City of Tallahassee, and execute any necessary documentation, and 2) Approve reallocating the project balance to be considered in a budget discussion item for implementation of the County’s strategic initiative for placing solar on County facilities. The motion carried 6-0 (Commission Jackson 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 Maddox confirmed that there were no speakers on Non-Agendaed Items.

#### **COMMENTS/DISCUSSION ITEMS**

##### **County Attorney Thiele:**

- Reminded Commissioners to sign up for the annual ethics course at the Florida Association of Counties Conference.

##### **County Administrator Long:**

- Wished Commissioner Proctor a “Happy Birthday”.

#### **COMMISSIONER DISCUSSION ITEMS**

##### **Commissioner Lindley:**

- Expressed appreciation to County Attorney Thiele for the ethics training he provides to county commissioners statewide annually.
- Wished County Administrator Long a “Happy Birthday”.
- Commented on a recent newspaper article on the MagLab and the need for improved signage to better promote the facility. She recommended an agenda item be brought back on what the County might could do to help accelerate that action.
  - County Administrator Long stated that the issue could be included in a related item that staff will be bringing back to the Board.



**Commissioner Dozier:**

- To Commissioner Lindley's comment regarding the MagLab, she offered that the Research and Development Authority's Board of Governors is looking at signage issues at Innovation Park and suggested the County could work with the Park and FSU to co-brand some signage for various locations.
- Commented on the success of the literacy program event.
- *Requested a Proclamation recognizing Tallahassee PrideFest 2018, to be presented at the Board's April 10, 2018 meeting and at the Festival on April 21, 2018 at Klemen Plaza. Approved without Objection.*

**Commissioner Desloge:**

- Commended County Library staff on the recent literacy program event.

**Commissioner Proctor:**

- Announced that he would seek re-election as District 1 County Commissioner.
- Announced that he would host a "Black Panther Party, A Night in Wakanda" on Wednesday February 28, 2018 at The Moon. The event is free, but donations to benefit the Tallahassee Housing Authority Summer Youth Programs will be accepted.
- *Requested approval to utilize Commission funds to travel to Memphis, Tennessee to attend ceremonies to commemorate the 50<sup>th</sup> Anniversary of the assassination of Dr. Martin Luther King and the 50<sup>th</sup> anniversary of the Memphis Garbage Workers Strike, March 27-April 4, 2018. Approved without Objection.*
- Requested an update of the Springhill Road Gateway project.
- Expressed his appreciation and complimented County Administrator Long and Deputy County Administrator Alan Rosenzweig on their handling and good judgment in their interaction with Waste Pro.
- *Referenced a memo he sent to Chairman Maddox in which he requested a status report on the United Way's Asset Requested a status report on the United Way's Asset Limited, Income Constrained, Employed (ALICE) Report for the February 27, 2018 meeting. Approved without Objection.*

**Commissioner Dailey:**

- No Items.

**Commissioner Jackson:**

- Absent.

**Chairman Maddox:**

- Thanked staff for its hard work and the manner in which they represent Leon County.
- Expressed appreciation for the congeniality among the Board.

**RECEIPT AND FILE:**

- Capital Region Community Development District meeting Minutes from: June 8, August 10, August 24 and September 7, 2017

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 4:32 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Agenda Item #2

March 27, 2018

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

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

**Title:** Payment of Bills and Vouchers

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<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>	Tiffany Fisher, Management Analyst

### **Statement of Issue:**

This agenda item requests Board approval of the payment of bills and vouchers submitted March 27, 2018 and pre-approval of payment of bills and vouchers for the period of March 28, 2018 through April 9, 2018.

### **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 March 27, 2018, and pre-approve the payment of bills and vouchers for the period of March 28, 2018 through April 9, 2018.

## **Report and Discussion**

### **Background:**

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the March 27<sup>th</sup> meeting, the morning of Monday, March 26, 2018. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

### **Analysis:**

Due to the Board not holding a regular meeting until April 10, 2018, it is advisable for the Board to pre-approve payment of the County's bills for March 28, 2018 through April 9, 2018 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 March 27, 2018, and pre-approve the payment of bills and vouchers for the period of March 28, 2018 through April 9, 2018.
2. Do not approve the payment of bills and vouchers submitted for March 27, 2018, and do not pre-approve the payment of bills and vouchers for the period of March 28, 2018 through April 9, 2018.
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

March 27, 2018

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

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

**Title:** Request to Schedule a Tax Exempt Financing Reform Act (TEFRA) Public Hearing for the Holy Comforter Episcopal School, Inc. Conduit Financing Request

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W. A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	<u>Finance Advisory Committee:</u> Vincent S. Long, County Administrator Herbert Thiele, County Attorney Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship Jordan Steffens, Finance Director, Clerk of County Courts

### **Statement of Issue:**

In accordance with Leon County's Conduit Financing Policy and as requested by Holy Comforter Episcopal School, Inc., this agenda item seeks the Board's approval to schedule a Tax Exempt Financing Reform Act (TEFRA) Public Hearing to consider the issuance of conduit financing for the construction of a cafeteria/performing arts building.

### **Fiscal Impact**

This item has a no fiscal impact. All costs associated with the debt issuance will be paid for by Holy Comforter. The bond would not be a debt or pledge of the faith and credit of Leon County and the County is not liable for the debt service on the loans for these projects. No revenues or assets of Leon County are pledged to secure the debt.

### **Staff Recommendation:**

Option #1: Schedule a Tax Equity and Fiscal Responsibility Act (TEFRA) hearing to consider issuance of bonds for Holy Comforter for Tuesday, April 10, 2018 at 6:00 p.m.

## **Report and Discussion**

### **Background:**

Pursuant to Policy No. 08-3, “Leon County Conduit Financing Policy”, Holy Comforter Episcopal School, Inc. (Holy Comforter) has submitted an application for conduit financing through Leon County. Conduit financing allows a nonprofit entity to use Leon County’s name to issue tax-exempt debt for large capital projects. The debt is not a financial obligation of Leon County. In order to approve a conduit financing, the Internal Revenue Service (IRS) requires an opportunity for the public to provide comment on the issuance of the debt which is referred to as a Tax Exempt Financing Reform Act (TEFRA) Public Hearing. This item recommends the Board schedule the TEFRA Public Hearing for April 10, 2018.

### **Analysis:**

Policy No. 08-3, “Leon County Conduit Financing Policy,” (Attachment #1) provides the process by which nongovernmental entities can access tax- exempt financing through Leon County. The policy states:

Leon County acknowledges that, although each individual issue must be self-supporting and will not at any time require the direct financial support of the County, the issues will utilize the County’s authority and reputation for the issuance and that debt issues that do not ultimately perform to market expectations could negatively impact the County’s future capacity to issue debt and the overall reputation of the County.

In order to ensure the debt issue meets these expectations, the policy provides that:

1. The project must meet a community need and;
2. The project must be financially feasible.

As contained in their March 6, 2018 application (Attachment #2), Holy Comforter has requested the issuance of a \$6.0 million tax-free bond for the purpose of the financing the acquisition, construction and equipping of improvements constituting a new cafeteria and performing arts building at the school. This proposed bond would exist for a period not to exceed 25 years and Capital City Bank has committed to purchase it in whole. The total estimated project cost is \$7.25 million dollars with an additional \$125,000 in issuance costs for a total of \$7.3 million. Holy Comforter intends to fund raise or use existing resources to pay for the difference between the bond issue and the total project cost. Holy Comforter school has been in operation since 1955 and is currently located at 2001 Fleischmann Road. The school teaches over 500 County students from pre-k through the 8<sup>th</sup> grade and employs over 70 teachers.

In accordance with Policy 08-3, the County’s financial advisor performs a review and provides a written report to the County with respect to the issue. The financial advisor’s recommendation is then submitted to the County’s Finance Advisory Committee for review. The Finance Advisory Committee then makes a final recommendation to the Board.

The County’s financial advisor (PFM) has performed their review of the financing structure and terms (Attachment #3) and recommended to the Financial Advisory Committee that the bond

issue be conducted. The County's Financial Advisory Committee which consists of the County Administrator, County Attorney, Deputy County Administrator, Director of Financial Stewardship and Finance Director met on Wednesday, March 14, 2018 and reviewed the application submitted by Holy Comforter. The Committee determined that Holy Comforter meets or exceeds the criteria established per County Policy. The Committee recommends proceeding with the TEFRA hearing and adopting the authorizing Resolution.

Pursuant to the Policy, Holy Comforter has provided the County a nonrefundable application fee of \$15,000 to cover any costs incurred by the County, regardless if the bond is ultimately issued or not. Should the Board decide to approve conduit financing for the School, an additional financing fee in the amount equal to 1% of the principal amount of the issued bond actually issued, or \$5,000 whichever is greater (the fee is approximately \$44,000 in this case) will be paid by Holy Comforter to the County.

In addition to the County's Financial Advisor, the County's Bond Counsel (Bryant, Miller and Olive), and the County Attorney have reviewed the application and supporting documentation and have concluded that it meets the appropriate legal requirements.

Lastly, in order to approve the conduit financing arrangement, the Board must hold the TEFRA public hearing and by resolution, authorize the issuance of conduit financing for the Holy Comforter Episcopal School, Inc. and also approve by resolution the form of document. These resolutions will be included as attachments at the public hearing. The Financial Advisory Committee is recommending that a TEFRA public hearing be scheduled for April 10, 2018 at 6:00 p.m.

**Options:**

1. Schedule a Tax Equity and Fiscal Responsibility Act (TEFRA) hearing to consider issuance of bonds for Holy Comforter for Tuesday, April 10, 2018 at 6:00 p.m.
2. Do not schedule a Tax Equity and Fiscal Responsibility Act (TEFRA) hearing to consider issuance of bonds for Holy Comforter for Tuesday, April 10, 2018 at 6:00 p.m.
3. Board Direction

**Recommendation:**

Option #1

**Attachments:**

1. County Policy No: 08-3 "Leon County Conduit Financing Policy."
2. Application for Conduit Financing by Holy Comforter School, Inc., with Pro Forma
3. Memo from Public Financial Management, Inc. (PFM)

9.10

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

### **Policy No. 08-3**

**Title:** Leon County Conduit Financing Policy

**Date Adopted:** December 9, 2014

**Effective Date:** December 9, 2014

**Reference:** N/A

**Policy Superseded:** Policy No. 08-3, adopted 11/25/08

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It shall be the Policy of the Board of County Commissioners of Leon County, Florida, Policy No. 08-3, entitled "Leon County Conduit Financing Policy" is hereby superseded, and a revised Policy is hereby adopted in its place, to wit:

#### **Purpose:**

Leon County desires to provide appropriate access for non-governmental entities to tax exempt financing through conduit issuances.

Leon County acknowledges that, although each individual issue must be self-supporting and will not at anytime require the direct financial support of the County, the issues will utilize the County's authority and reputation for the issuance and that debt issues that do not ultimately perform to market expectations could negatively impact the County's future capacity to issue debt and the overall reputation of the County.

Leon County further directs that all Authorities (other than the Leon County Housing Finance Authority)\_seeking to request Tax Equity and Financial Responsibility Act (TEFRA) hearings from the County shall have policies adopted equal to this County policy.



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## CONDUIT FINANCING POLICY

**1) Definitions.** All terms in capitalized form that are defined in this Section shall have the same meanings as are ascribed to those terms herein, unless a different or additional meaning is given to those terms specifically. Unless the context shall otherwise indicate, words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The following terms shall have the meaning indicated below unless the context clearly requires otherwise:

- a) *“Credit Enhanced”* means a bond issue with a third party repayment guarantee such as a bank letter of credit, Federal program or insurance policy from a credit enhancer such as a bank or insurance company with credit ratings in the three highest categories, meaning at least A3 from Moodys, or A- from either FitchRatings or Standard and Poors, which repayment guarantee structure is binding for at least one year from date of issuance and results in the bonds being issued with the long-term credit ratings and the highest short-term rating, if applicable, of the credit enhancer.
- b) *“Credit Rating”* means a professional assessment of creditworthiness from either FitchRatings, Moodys, or Standard and Poors as nationally recognized credit rating agencies, or such other firm as may reasonably attain a similar role in the future.
- c) *“Financial Advisor”* or *“FA”* means a properly licensed firm retained by either the Issuer or Guarantor Applicant with a fiduciary responsibility to their client under the rules and procedures of the National Association of Securities Dealers, the Municipal Securities Rulemaking Board, Securities and Exchange Commission, and the Florida Statutes. The FA is expected to advise their client on structuring the debt, marketing the debt, and the investment or disposition of debt proceeds. Any FA retained by the Guarantor Applicant shall be acceptable to the Issuer.
- d) *“Guarantor Applicant”* means the entity that makes application to the County for the debt, sponsors the project, and provides the repayment funds. Notwithstanding the use of a conduit issuer and any credit enhancement, the Guarantor Applicant is the entity whose credit is reviewed by the investors or credit enhancers as the underlying source of repayment funds.
- e) *“Investment Grade Credit Rating”* means a Credit Rating of BBB- or higher from FitchRatings, Baa3 or higher from Moodys, and BBB- or higher from Standard and Poors, and such other similar minimum rating level from another similar nationally recognized Credit Rating firm as may reasonably attain a similar role in the future.
- f) *“Issuer”* means an Authority (other than the Leon County Housing Finance Authority) or Leon County as conduit issuer of the debt.
- g) *“Sophisticated Investor”* means a “qualified institutional buyer” as that term is defined under Rule 144A of the Securities and Exchange Commission or an “accredited investor” as that term is defined in Regulation D of the Securities and Exchange Commission.

## **2) Bond Issuance and TEFRA approval.**

- a) Debt issues for more than \$10,000,000 undertaken for Guarantor Applicants with Credit Ratings below Investment Grade Credit Ratings must use the services of a Financial Advisor mutually acceptable to the Guarantor Applicant and the County.
- b) The Authority or Guarantor Applicant will cause an Official Statement and related offering documents to be produced in connection with all public sales of debt.
- c) To the extent possible, public hearings should be held in the Leon County Commission and televised to facilitate the most open process possible.
- d) Blanket (statewide) TEFRA hearings will not fulfill a local TEFRA hearing requirement. TEFRA approvals for projects involving multiple facilities over a period of time should be specific in identifying the names and locations of the multiple facilities and local TEFRA approvals should be obtained in all jurisdictions where appropriate.
- e) Standards for County TEFRA approval request:
  - i) The Authority or Guarantor Applicant will provide a detailed project description and a distribution list of the participants. The project description should include a description of the plan to obtain all necessary TEFRA approvals.
  - ii) TEFRA requests will include any related financials, feasibility studies, and required pro-forma statements that were part of the Guarantor Applicant's application to the Authority. For Credit Enhanced debt issues, the Guarantor Applicant's financials do not need to accompany the TEFRA request.
  - iii) The Authority or Guarantor Applicant will provide minutes of legally noticed hearings regarding the debt issue, along with copies of required legal notices (minutes should include the outcome of any votes that take place, hearing dates, and legal notice publication dates).
  - iv) The Authority or Guarantor Applicant will provide a description of the sale method, the proposed debt structure, and the minimum debt denominations. When an FA participates in the debt issue, the FA will provide the recommendation about sales method, debt structure, and minimum denominations.
  - v) The Authority or Guarantor Applicant will provide a credit discussion regarding such things as repayment sources, credit enhancements, ratings, insurance, and debt service reserve levels. When an FA participates in the debt issue, the FA will provide the credit description.
  - vi) The Authority or Guarantor Applicant will provide copies of resolutions; being certain those resolutions contain legal disclosure confirming that no County funds are pledged when that is the case.
  - vii) The Authority or Guarantor Applicant will provide notice of any waiver granted pursuant to Section 4 c).

### 3) Pooled Finance.

- a) The Authority or Guarantor Applicant will avoid blind-pools justified by demand surveys where funds are issued and invested until used to fund projects. Instead, the Authority or Guarantor Applicant will focus on individual issues for individual projects or focus on draw-down structures that issue debt proceeds from investors only as projects require funding.

### 4) Categorization of debt.

- a) For purposes of determining requirements for the Authority or Guarantor Applicant, there are three categories which provide threshold standards:

- i) **Rated and/or enhanced debt:** Bonds with credit enhancement and a rating in one of the three highest rating categories. Held by the borrower or a credit enhancer, or an affiliate of either, bonds with a rating in one of the three highest rating categories from a nationally recognized rating service (currently at least A3 from Moodys or A-from FitchRatings or Standard and Poors). These bonds do not have any additional restrictions required.

- ii) **System debt:** This is debt being issued to support an existing or on-going concern of at least five years. Revenues must be pledged from the entire enterprise, not from the specific project. The debt must be issued as a sole placement and is not divisible. The financial pro-forma should demonstrate coverage of at least 1.10 of maximum debt service.

- iii) **Other Financings:** This is debt being issued that does not meet the definition of either i) or ii), as previously stated. If either privately or publicly placed, these financings must meet the following criteria: (i) a feasibility study (market analysis, management structure, financial plans, etc) with financial projections showing at least 1.10X coverage of maximum annual debt service, and (ii) explanation of supplemental financial support from parent corporations, provision for reasonable and prudent reserves. If publicly placed, the financing must also meet the following criteria:

- (a) shall be sold and subsequently transferred only to a Sophisticated Investor or Investors

- (b) receive an investment credit grade rating

- (c) shall comply with the conditions set forth in paragraph i – iii) or iv - vi), as determined prior to the issuance of the bonds:

- (i) The bonds shall be sold in minimum denominations of \$100,000; and

- (ii) The bonds shall be sold only to Sophisticated Investors who have executed and delivered an “investor’s letter”, in form and substance satisfactory to the County including, among other things, (A) stating that the purchase of the bonds will be solely for its own account, (B) stating that such Sophisticated Investor can bear the economic risk of its investment in the bonds, (C) stating that such Sophisticated Investor has such knowledge and experience in financial business matters in general and tax-exempt obligations in particular, that it is capable of evaluating the merits and risks of purchasing the bonds, (D) stating that such Sophisticated Investor has made the decision to purchase the bonds based on its own independent investigation regarding the bonds, the borrower and the project and if a disclosure document has been prepared, it has reviewed such disclosure document, and has received the information it considers necessary to make an informed decision to invest in the bonds, and (E) acknowledging that the County, its counsel and its advisors bear no responsibility for the accuracy or completeness of information with respect to the borrower and the project contained in any disclosure document related to the Sophisticated Investor’s purchase of the bonds; and
- (iii) The bonds shall bear a legend restricting subsequent transfers to other Sophisticated Investors who have executed and delivered an “investor’s letter” complying with the preceding paragraph (ii).

Or,

- (iv) The bonds shall be sold in minimum denominations of \$250,000; and
- (v) The bonds shall be sold initially only to Sophisticated Investors who have executed and delivered an “investor’s letter”, in form and substance satisfactory to the County including, among other things, (A) stating that the purchase of the bonds will be solely for its own account, (B) such Sophisticated Investor can bear the economic risk of its investment in the bonds, (C) stating that such Sophisticated Investor has such knowledge and experience in financial business matters in general and tax-exempt obligations in particular, that it is capable of evaluating the merits and risks of purchasing the bonds, (D) stating that such Sophisticated Investor has made the decision to purchase the bonds based on its own independent investigation regarding the bonds, the borrower and the project and if a disclosure document has been prepared, it has reviewed such disclosure document, and has received the information it considers necessary to make an informed decision to invest in the bonds, and (E) acknowledging that the County, its counsel and its advisors bear no responsibility for the accuracy or completeness of information with respect to the borrower and the project contained in any disclosure document related to the Sophisticated Investor’s purchase of the bonds; and



- (vi) The bonds shall bear a legend restricting subsequent transfers to investors who by their purchase of the bonds represent that they (A) are purchasing the bonds solely for their own account, (B) can bear the economic risk of their investment in the bonds, (C) have such knowledge and experience in financial business matters that they are capable of evaluating the merits and risks of purchasing the bonds, and (D) have made the decision to purchase the bonds based on their own independent investigation regarding the bonds and have received the information they consider necessary to make an informed decision to invest in the bonds.
- (d) Each indenture related to bonds that are subject to the restrictions, as set forth previously, shall provide that the trustee and the paying agent shall not authenticate or register a bond unless the conditions of this policy have been satisfied.
- (e) Guarantor Applicants can petition the County for a waiver to issue in smaller denominations than required within this Section. The Guarantor Applicant must demonstrate a compelling public purpose for smaller denominations. The demonstration of a compelling public purpose may require a formal presentation at the discretion of the County. Any waiver granted by the Authority may only be granted prior to submission of TEFRA materials to the County pursuant to Section 2 e).

**5) Investment of Proceeds.**

- a) The FA will recommend the investment structure for debt proceeds and bid the investment of proceeds. In the event an FA is not required for a debt amount under \$10,000,000 or for a Guarantor Applicant with Investment Grade Credit Ratings, a financial officer of the Guarantor Applicant should submit a signed plan for disposition, investment and safekeeping of the proceeds as a part of the application process which will then be included in the TEFRA request packet for the County. Prior to disbursement of proceeds of debt issued by the County, a trustee bank or financial institution approved by the County shall hold such proceeds.

**6) Continuing Disclosure and Market Transparency.**

- a) The Authority or the Guarantor Applicant will arrange to use a recognized agent as an information repository and dissemination agent for 15(c) 2-12 disclosure, to the extent applicable. Guarantor Applicants with Investment Grade Credit Ratings can choose to undertake any disclosure responsibilities under 15(c) 2-12 through a proprietary process.
- b) The Authority or the Guarantor Applicant will ensure that copies of all closing transcripts are forwarded to the Leon County Clerk, the County Attorney, and the County Administrator.

## 7) Criteria, Application and Fees.

### a) Criteria for financing

- i) **Community need:** The primary criterion for financing any project will be the degree to which the community needs the proposed capital improvement. The issuer will require the presentation of all pertinent data and information, both objective and subjective, with respect to community needs before approving any project. In order to provide community need, a project shall make a significant contribution to the economic growth of Leon County; shall provide or preserve gainful employment; shall protect the environment; or shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.
- ii) **Financial feasibility:** The County, as its discretion; shall have the authority to require a financial feasibility study to be completed by an independent financial feasibility consultant of recognized competence at the applicant's expense.

### b) Fees

- i) A \$15,000 application fee is required at the time of application. The application fee is non-refundable in the event the bond issue does not close for any reason.
  - ii) A financing fee is required to be paid from the proceeds of the bonds at closing of the bond issue in an amount equal to (1%) of the principal amount of the bonds actually issued, or \$5,000 whichever is greater.
  - iii) The applicant shall pay to Leon County, an amount equal to all out-of pocket costs other than normal office expenditures for telephone charges, photocopying and the like incurred by the County in processing the application and issuing the bonds. The applicant shall reimburse the County for time expended by attorneys employed by the Office of the County Attorney in direct support of the bond issue. The applicant shall pay these expenses within ten (10) days after receipt of written invoice or demand for payment. These expenses may be deferred and collected from the proceeds of sale upon approval of the Board, provided the same shall not reduce the applicant's liability to pay the expenses in the event that no closing occurs.
  - iv) All fees and expenses of all such consultants required by the applicant (including but not limited to financial advisor, bond counsel, engineers, etc.) shall be the sole responsibility of the applicant.
- c) **Application:** The following is applicable to those entities seeking direct conduit financing through the County. The County Administrator and Finance Advisory Committee are hereby authorized to request any additional information deemed necessary to properly evaluate the request.
- i) Three original applications shall be submitted.
  - ii) The applicant shall execute an Expense and Indemnity Agreement in the form included as Attachment #1.
  - iii) Application questionnaire in the form included as Attachment #2.

d) County Review

- i) Upon receipt of an application, the County's Finance Advisory Committee or designee shall determine whether an application is complete. No further processing of an incomplete application shall be done until the application is determined to be complete.
- ii) The County's Financial Advisor will prepare its written report to the County with respect to the issue.
- iii) A preliminary meeting will be scheduled of the County's Finance Advisory Committee.
  - (1) The committee may decide whether the applicant may make a presentation.
  - (2) The committee may recommend the project for further consideration by the Board of County Commissioners, contingent upon the applicant fulfilling all statutory requirements, the requirements of these Financing Guidelines, and any other requirements the County may deem appropriate depending on the circumstances; or
  - (3) The committee may reject the application; or
  - (4) The committee may request additional information.
  - (5) The committee shall submit its finding and recommendations to the Board for its consideration.

**8) Authorities:** It is the County's intent for all Authorities (other than the Leon County Housing Finance Authority) seeking a TEFRA of the County that the Authority adopt the same guidelines. Notwithstanding anything herein to the contrary, this Leon County Conduit Financing Policy shall not apply to any conduit bonds proposed to be issued by the Leon County Housing Finance Authority; provided, however, the Leon County Housing Finance Authority shall receive a positive recommendation from an independent credit underwriter before it gives final approval to the issuance of conduit bonds. Conduit bonds issued by the Leon County Housing Finance Authority shall comply with its Multi-Family Bond Program Application Procedures and Program Guidelines.

## **Attachment #1: Expense and Indemnity Agreement**

**(Leon County, FL)**

Proposed Bond Issue for:

Ladies and Gentlemen:

The undersigned corporation (The "Corporation") has requested you to consider its application to have you issue the bonds referred to above (the "Bonds") for the benefit of the Corporation and as an inducement to such consideration, hereby agrees with you as follows:

### **Section 1. Payment of Expenses:**

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to pay and be liable for, and to hold you harmless against the payment of any and all expenses relating to the Bond issue, including without limitation the fees and disbursements of your financial advisor, special counsel and bond counsel, your administrative charges and out-of pocket expenses, recording charges, expense of printing offering circulars, official statements, and the Bonds, legal advertising and expenses of registering the Bonds with the securities commission of any state.

### **Section 2. Indemnity:**

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to indemnify you, and each of your members, officers, agents, attorneys, advisors and employees against any and all claims and liability of whatsoever nature arising out of or relating directly or indirectly to the Bond issue, whether caused by you or the Corporation or otherwise, including, without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortuous conduct, breach of contractual relationships, or violation of law or administrative rule, whether predicted upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing, the corporation agrees to pay any and all attorneys' fees and court costs incurred in the defense of any of the persons herein above indemnified shall be entitled to retain counsel acceptable to you or them to defend any such claim, but that neither you nor any such person will enter into any settlement of the same without the prior written approval of the Corporation.

### **Section 3. Survival of Agreement:**

This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by you and the Corporation.

If the forgoing is acceptable to you, please indicate your acceptance in the space provided below, whereupon the Agreement shall become a binding contract between us.



**Policy No. 08-3**  
**Leon County Conduit Financing Policy**

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**9.10**

Dated: \_\_\_\_\_

NAME OF CORPORATION: \_\_\_\_\_

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

Its: \_\_\_\_\_

Accepted and agreed to as of the date above written:

(LEON COUNTY, FLORIDA)

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

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

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

Approved as to Form:  
Leon County Attorney's Office

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

**Attachment #2: Leon County Application for Financing**

**(Please refer to pages 12-15)**

**Leon County Application for Financing**

(Submit three original fully executed application forms with all required attachments and ten copies of the Application form with attachments and the application fee to the County at 301 S. Monroe St., Ste. 502)

**A. Applicant**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Business Physical & Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Applicant's Agent (if any) Name: \_\_\_\_\_

Business Physical & Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Applicant's Legal Counsel: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Management of Project (if other than Applicant): \_\_\_\_\_

**Applicant shall attach copies of items 1-6 below:**

- Names and Business Address of Officers and Directors
- Articles of Incorporation
- By-Laws: If Applicant is a non-profit corporation, evidence that the Applicant is an Organization covered under Section 501(c) (3) of the Internal Revenue Code for prior three years.
- Audited Financial Statements of the Applicant for the preceding three years.
- Annual Report (if regularly issued)
- If Applicant is a public company under the securities and Exchange Act of 1934, a copy of form 10-K for the last three years.

**Policy No. 08-3**  
**Leon County Conduit Financing Policy**

**9.10**

**B. Project**

Brief Description: (Include number and type of Jobs): \_\_\_\_\_

Location: \_\_\_\_\_

Real Property to be acquired, if any (attach legal description, if available): \_\_\_\_\_

Description of equipment or other personal property to be acquired (attach list, if applicable): \_\_\_\_\_

If the project is a health care project for which a Certificate of Need is required, has Certificate of Need been obtained?

No:

Yes:

Date:

(If yes, attach copy and give CON number: If no, give date of applications)

If no Certificate of Need is necessary, explain why: \_\_\_\_\_

Estimated total cost of project: \$ \_\_\_\_\_

Projects	Amount
Land Acquisition	
Design and Construction	
Acquisition of existing structures	
Equipment Purchase	
Other (Explain)	
<b>Estimated Total Cost of Project</b>	

Has any feasibility study been performed? No: \_\_\_\_\_ Yes: \_\_\_\_\_  
(If yes, attach copy)

Timetable: Attach as detailed a timetable as is available for the project.

**Policy No. 08-3**  
**Leon County Conduit Financing Policy**

**9.10**

**C. Financing**

**Note:** If the applicant has not yet obtained this date, leave this part blank, and the County will assist in structuring the transaction and selecting underwriters, feasibility consultants, and other professionals.

<b>Associated Expenditures</b>	<b>Project Cost</b>
Amount of Bond or Note Issue	
Total Project Cost	
Cost of Issuance	
Monies Available from Other Sources (attach explanation)	
Sources of Debt Service Payments	
Additional Security of Guaranties	
Credit Enhancement Provider (Letter of Credit, Bond Issuance, Surety Bond, etc.)	
Final Maturity	
<b>Total</b>	

Are the proposed bonds to be junior in status to any other obligations of Applicant? No: \_\_\_\_ Yes: \_\_\_\_  
(If yes, explain) \_\_\_\_\_

Underwriter's name: \_\_\_\_\_

Business Physical & Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Underwriter's Counsel: \_\_\_\_\_

Business Physical & Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**Policy No. 08-3**  
**Leon County Conduit Financing Policy**

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**9.10**

**C. Financing Cont'd**

Feasibility Consultants: \_\_\_\_\_

Business Physical & Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

If any, list other Consultants, Contractors, and/or Agents: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. Refunding Issues:**

If the proposed bond issue is for purposes of refunding previous debt, attach an official statement and all other "refunding documents," and a summary of the debt to be refunded.

**E. Date of Application:**

Applicant is required to submit an executed "Expenses and Indemnity Agreement" as required by the Guidelines.

For the Applicant: \_\_\_\_\_

Its: \_\_\_\_\_  
(Corporate Seal)



**Leon County Application for Financing**

(Submit three original fully executed application forms with all required attachments and ten copies of the Application form with attachments and the application fee to the County at 301 S. Monroe St., Ste. 502)

**A. Applicant**

Corporation Name: Holy Comforter Episcopal School, Inc

State of Incorporation: Florida

Business Physical & Mailing Address: 2001 Fleischmann Rd, Tallahassee, FL 32308

Telephone: 850-383-1007 Fax: 850-383-1021

Contact Person: Lorie Frederick

Applicant's Agent (if any) Name: \_\_\_\_\_

Business Physical & Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Applicant's Legal Counsel: Nabors, Giblin & Nickerson P.A. (Bond counsel)

Contact Person: Mark Mustian

Telephone: 850-224-4070 Fax: 850-224-4073

Management of Project (if other than Applicant): \_\_\_\_\_

**Applicant shall attach copies of items 1-6 below:**

- Names and Business Address of Officers and Directors
- Articles of Incorporation
- By-Laws: If Applicant is a non-profit corporation, evidence that the Applicant is an Organization covered under Section 501(c) (3) of the Internal Revenue Code for prior three years.
- Audited Financial Statements of the Applicant for the preceding three years.
- Annual Report (if regularly issued)
- If Applicant is a public company under the securities and Exchange Act of 1934, a copy of form 10-K for the last three years.



**B. Project**

Brief Description: (Include number and type of Jobs): Cafeteria/Performing Arts Building and Dropoff

Location: 2001 Fleischmann Rd, Tallahassee, FL 32308

Real Property to be acquired, if any (attach legal description, if available): No

Description of equipment or other personal property to be acquired (attach list, if applicable):

Kitchen equipment

If the project is a health care project for which a Certificate of Need is required, has Certificate of Need been obtained?

No: XX

Yes:

Date:

(If yes, attach copy and give CON number: If no, give date of applications)

If no Certificate of Need is necessary, explain why: The project is not a health care project

Estimated total cost of project: \$ 7,257,568

Projects	Amount
Land Acquisition	0
Design and Construction	7,007,568
Acquisition of existing structures	0
Equipment Purchase	250,000
Other (Explain)	0
<b>Estimated Total Cost of Project</b>	<b>7,257,568</b>

Has any feasibility study been performed? No: XX Yes: \_\_\_\_\_  
(If yes, attach copy)

Timetable: Attach as detailed a timetable as is available for the project.

### C. Financing

**Note:** If the applicant has not yet obtained this date, leave this part blank, and the County will assist in structuring the transaction and selecting underwriters, feasibility consultants, and other professionals.

Associated Expenditures	Project Cost
Amount of Bond or Note Issue	6,000,000
Total Project Cost	7,257,568
Cost of Issuance	125,000
Monies Available from Other Sources (attach explanation)	1,500,000 Pledge drive
Sources of Debt Service Payments	Tuition and other school functions
Additional Security of Guaranties	0
Credit Enhancement Provider (Letter of Credit, Bond Issuance, Surety Bond, etc.)	0
Final Maturity	25 years
Total	7,382,568

Are the proposed bonds to be junior in status to any other obligations of Applicant? No: XX Yes: \_\_\_\_\_  
(If yes, explain) \_\_\_\_\_

Underwriter's name: \_\_\_\_\_

Capital City Bank (Bank private placement)

Business Physical & Mailing Address: 304 East Tennessee St, Tallahassee, FL 32301

Telephone: 850-402-7722 Fax: 850-402-7729

Contact Person: Bill Brimacombe

Underwriter's Counsel: TBD

Business Physical & Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**C. Financing Cont'd**

Feasibility Consultants: None

Business Physical & Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

If any, list other Consultants, Contractors, and/or Agents: \_\_\_\_\_

The Krizner Group, Ajax Contractors

**D. Refunding Issues:**

If the proposed bond issue is for purposes of refunding previous debt, attach an official statement and all other "refunding documents," and a summary of the debt to be refunded.

**E. Date of Application:**

Applicant is required to submit an executed "Expenses and Indemnity Agreement" as required by the Guidelines. Attached

For the Applicant: Eden Kikang

Its: PRESIDENT  
(Corporate Seal)

**Expense and Indemnity Agreement**  
**(Leon County, FL)**

Proposed Bond Issue for:  
Holy Comforter Episcopal School, Inc.

Ladies and Gentlemen:

The undersigned corporation (the "Corporation") has requested you to consider its application to have you issue the bonds referred to above (the "Bonds") for the benefit of the Corporation and as an inducement to such consideration, hereby agrees with you as follows:

Section 1. Payment of Expenses:

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to pay and be liable for, and to hold you harmless against the payment of any and all expenses relating to the Bond issue, including without limitation the fees and disbursements of your financial advisor, special counsel and bond counsel, your administrative charges and out-of-pocket expenses, recording charges, expense of printing offering circulars, official statements, and the Bonds, legal advertising and expenses of registering the Bonds with the securities commission of any state.

Section 2. Indemnity:

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to indemnify you, and each of your members, officers, agents, attorneys, advisors and employees against any and all claims and liability of whatsoever nature arising out of or relating directly or indirectly to the Bond issue, whether caused by you or the Corporation or otherwise, including, without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortuous conduct, breach of contractual relationships, or violation of law or administrative rule, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing, the Corporation agrees to pay any and all attorneys' fees and court costs incurred in the defense of any of the persons herein above indemnified shall be entitled to retain counsel acceptable to you or them to defend any such claim, but that neither you nor any such person will enter into any settlement of the same without the prior written approval of the Corporation.

Section 3. Survival of Agreement:

This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by you and the Corporation.

If the forgoing is acceptable to you, please indicate your acceptance in the space provided below, whereupon the Agreement shall become a binding contract between us.

Dated: February 28, 2008

NAME OF CORPORATION:

**HOLY COMFORTER EPISCOPAL  
SCHOOL, INC.**

By: Edna Kleban

Its: PRESIDENT

Accepted and agreed to as of the date above written:

(LEON COUNTY, FLORIDA)

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

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

Approved as to Form:  
Leon County Attorney's Office

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

**LEON COUNTY, FLORIDA  
EDUCATIONAL FACILITIES REVENUE BOND, SERIES 2018**

**TENTATIVE SCHEDULE**

Week of March 5 – send draft inducement resolution to the County  
Tuesday, March 27 – adopt inducement resolution by BOCC  
Week of April 2 – publish notice of TEFRA hearing and distribute draft bond documents  
Tuesday April 24 – hold TEFRA hearing and approval by BOCC  
Week of April 30 – finalize documents and close



**Expense and Indemnity Agreement**  
**(Leon County, FL)**

Proposed Bond Issue for:  
Holy Comforter Episcopal School, Inc.

Ladies and Gentlemen:

The undersigned corporation (the "Corporation") has requested you to consider its application to have you issue the bonds referred to above (the "Bonds") for the benefit of the Corporation and as an inducement to such consideration, hereby agrees with you as follows:

**Section 1. Payment of Expenses:**

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to pay and be liable for, and to hold you harmless against the payment of any and all expenses relating to the Bond issue, including without limitation the fees and disbursements of your financial advisor, special counsel and bond counsel, your administrative charges and out-of-pocket expenses, recording charges, expense of printing offering circulars, official statements, and the Bonds, legal advertising and expenses of registering the Bonds with the securities commission of any state.

**Section 2. Indemnity:**

Whether or not the Bonds are offered, sold or issued, the Corporation agrees to indemnify you, and each of your members, officers, agents, attorneys, advisors and employees against any and all claims and liability of whatsoever nature arising out of or relating directly or indirectly to the Bond issue, whether caused by you or the Corporation or otherwise, including, without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortuous conduct, breach of contractual relationships, or violation of law or administrative rule, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing, the Corporation agrees to pay any and all attorneys' fees and court costs incurred in the defense of any of the persons herein above indemnified shall be entitled to retain counsel acceptable to you or them to defend any such claim, but that neither you nor any such person will enter into any settlement of the same without the prior written approval of the Corporation.

**Section 3. Survival of Agreement:**

This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by you and the Corporation.

If the forgoing is acceptable to you, please indicate your acceptance in the space provided below, whereupon the Agreement shall become a binding contract between us.

Dated: February 28, 2008

NAME OF CORPORATION:

**HOLY COMFORTER EPISCOPAL  
SCHOOL, INC.**

By: 

Its: President / Head of School

Accepted and agreed to as of the date above written:

(LEON COUNTY, FLORIDA)

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

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

Approved as to Form:  
Leon County Attorney's Office

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



2016-2017

HCES BOARD MEMBERS (INCLUDING EX OFFICIO)

INTERNET ADDRESSES, MAILING ADDRESSES, TELEPHONE NUMBERS AND RELIGIOUS AFFILIATIONS

NAME		EX OFF.	OFFICE	ADDRESS		
ASHBURN	Christine			1610 Bellevue Way 32304		
BAYLISS	Sara			4552 Grove Park Dr. 32311		
BOLAND	Katherine			PO Box 811, Wacissa 32361		
CONE	Rachel			9006 Shoal Creek Dr. 32312		
EFTHIM	Robert			8745 Belarado Ct 32311		
ELLIS	Andy			3437 Osprey Ridge Ct 32312		
EWING	Brett	X		3635 Mossy Creek Ln 32311		
FERNANDEZ	Bobbi			702 Lothian Dr. 32312		
FORD	Cay			1743 Armistead Place 32308		
HARRELL	Mallory		Vice Chair	319 Rosehill Dr. East 32312		
HARRISON	Tom			2864 Hannon Hill Dr. 32309		
KELLER	Tom			2557 Noble Dr 32308		
KISE	Amy		Board Rep	6788 Heartland Circle 32312		
KLEKAMP	Peter	X		1750 Marston Place 32308		
KNIGHT	Bob			4927 Arden Forest Way 32309		
LAFACE	Ron			1728 Tarpon Dr. 32308		
LOCASTRO	Diane	X		3060 Whirlaway Tr 32309		
MAYFIELD	Henry			1585 Marion Ave 32303		
RUSSO	Vince			728 E 6th Ave 32303		
SMITH	Fr. Jerry	X	Rector			
STOKES, JR.	Clifford			1340 Peacefield Place 32308		
UMANA	Lisa			1238 Skip Wells Court 32312		
WATTS	Jackie			1205 Lucy St. 32308		



**FLORIDA DEPARTMENT OF STATE**  
**Katherine Harris**  
**Secretary of State**

October 18, 2001

**JAMES R. BREWSTER**  
**547 NORTH MONROE ST.**  
**STE. 203, THE WALKER BLDG.**  
**TALLAHASSEE, FL 32301**

The Articles of Incorporation for HOLY COMFORTER EPISCOPAL SCHOOL, INC. were filed on October 18, 2001 and assigned document number N01000007425. Please refer to this number whenever corresponding with this office regarding the above corporation.

**PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.**

**A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.**

**A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.**

**SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.**

Should you have any questions regarding corporations, please contact this office at the address given below.

**Alan Crum, Document Specialist**  
**New Filing Section**

**Letter Number: 201A00057622**

ARTICLES OF INCORPORATION  
OF  
HOLY COMFORTER EPISCOPAL SCHOOL, INC.,  
A Florida Not For Profit Corporation

01 OCT 19 AM 11:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
AND  
FILED

ARTICLE I  
CORPORATE NAME

The name of this Corporation is *HOLY COMFORTER EPISCOPAL SCHOOL, INC.*, hereinafter referred to as "*the Corporation*", a Florida not for profit corporation.

ARTICLE II  
GENERAL NATURE AND POWER

1. This is a non-profit corporation organized primarily for educational purposes, including the institution and/or training of individual students for the purpose of improving or developing his or her full capabilities. The Corporation shall be at all times a not for profit corporation under the provisions of the Florida Not For Profit Corporation Act (i.e., Chapter 617, Florida Statutes). *Notwithstanding anything herein to the contrary, the Corporation shall be organized and shall be operated exclusively for public charitable and educational uses and purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.*

2. The Corporation shall have the full power and authority to:

(a) Conduct programs and activities; raise funds; request and receive grants, gifts, contributions, dues and bequests of money, real and personal property; acquire, receive, hold, invest and administer, in its own name, securities, funds, objects of value, or other property, real or personal; and make expenditures to or for the benefit of any and all charitable purposes.

(b) Carry on all the other activities allowed by the laws of the State of Florida and the United States for a charitable and educational organization.

(c) Borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; and

(d) Retain patents, copyrights, processes or formulae resulting from its activities, provided such is made available to the public on a nondiscriminatory basis.

(e) Within and subject to the limitations of Section 501(c)(3) of the Internal Revenue Code, to perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, to carry out any of the purposes of the Corporation, as set forth in these Articles of Incorporation, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Florida Not For Profit Corporation Act.

### ARTICLE III TERM OF EXISTENCE

The date and time of the commencement of the corporate existence of the Corporation shall be as of the time of the filing of these Articles of Incorporation by the Department of State for the State of Florida, and this Corporation shall exist perpetually, unless sooner dissolved under Florida law.

### ARTICLE IV CHARITABLE PURPOSE AND POWER

The specific and primary purposes for which the Corporation is formed, include without limitation, the following missions:

(a) *To operate primary and/or secondary school(s) with a regularly scheduled curriculum, a regular faculty, and a regularly enrolled body of students in attendance at 3100 Fleischmann Drive, Tallahassee, Florida 32308 and/or 1500 Miccosukee Road, Tallahassee, Florida 32308 or other place where educational activities are regularly carried on; and any other related or corresponding lawful purposes not for pecuniary profit and not specifically prohibited to corporations by the laws of the State of Florida or the Internal Revenue Code.*

(b) To provide for equal enrollment opportunities to all persons/students regardless of race, color, religion, sex or natural origin.

(c) To operate exclusively in any other manner for such charitable, benevolent, and educational purposes as will qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.



ARTICLE V  
PUBLICLY SUPPORTED TAX-EXEMPT NONPROFIT CORPORATION

1. The Corporation shall be neither organized nor operated for pecuniary gain or profit.

2. Moreover:

(a) No part of the net earnings of the Corporation shall ever inure to the benefit of, or be distributable to, any member, director, officer, or trustee of the Corporation, or any other private person; but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and make payments and distribution in furtherance of the purposes as set forth herein.

(b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate of public office.

(c) Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on:

(i) by a corporation exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of Section 509(a) of the Internal Revenue Code; or

(ii) by a corporation, contributions to which are deductible for federal income tax purposes under Section 170(c)(2) of the Internal Revenue Code.

3. *It is intended that the Corporation shall have, and continue to have, the status of an organization which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of Section 509(a) of the Internal Revenue Code. All terms and provisions of these Articles of Incorporation and the Bylaws of the Corporation, and all authority, policies, procedures, and operations of the Corporation, shall be construed, applied and carried out in accordance with such intent.*

ARTICLE VI  
ADMINISTRATION AND MEMBERSHIP

1. The Corporation is organized under a nonstock basis. The annual meeting shall be held at such time and place as set forth in the Bylaws. Cumulative voting for any and all purposes is expressly prohibited.

2. The Corporation's membership shall consist solely of the Episcopal Church of the Holy Comforter, Tallahassee, Florida (a/k/a Holy Comforter Episcopal Church), an unincorporated affiliate/subsidiary/ division of the Episcopal Church in the Diocese of Florida, Inc., a Florida not for profit corporation. The member(s) shall be entitled to vote in all elections for directors.

3. The Corporation shall provide for equal employment opportunities to all persons regardless of race, color, religion, sex, age or natural origin.

ARTICLE VII  
MANAGEMENT OF CORPORATE AFFAIRS

1. The powers of the Corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors (a/k/a Board of Trustees) elected by the members, except as otherwise set forth in the bylaws. Directors must be natural persons who are 18 years of age or older but need not be either residents of the State of Florida or members of the Corporation. *The method of election and/or appointment of directors shall be conducted as more fully stated in the Bylaws.* The number of directors of the Corporation shall not be less than twenty-one (21); provided, however, that a greater number may be established and revised by a duly adopted Bylaw. A quorum of the Board of Directors shall consist of one-third (1/3) the prescribed number of directors as set forth in the Bylaws, unless a duly adopted Bylaw requires a higher percentage.

2. Except as otherwise set forth in the Bylaws, directors elected at the annual meeting, and at all times thereafter, shall serve for a term of either one (1) or three (3) years, as more fully set forth in the bylaws until the annual meeting of members following the election of Directors and until the qualification of the successors in office. Meetings of the Directors shall be held at such other place or places as the Board of Directors may designate from time to time by resolution.

3. The Bylaws may provide for staggered terms for directors, as permitted by Section 617.0806, Florida Statutes.

4. Neither the President, Vice-Principal, Senior Vice-President, Vice-President nor the Secretary of the Corporation may be members of the Board of Directors. However, the aforesaid officers of the Corporation shall be ex officio members (without any voting privileges) of the Board of Directors. In the event the Treasurer of the Corporation is not a Board member, then the Treasurer shall also be an ex officio member of the Board of Directors.

5. Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board, and any such action by written consent shall have the same force and effect as if taken by unanimous vote of the Directors. Any certificate or other document filed under any provision of law which related to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting, and that the Articles of Incorporation and the Bylaws of this corporation authorize the Directors to so act. Such a statement shall be prima facie evidence of such authority.

6. The names and addresses of the individuals, each of whom are 18 years of age or older, to serve on the initial Board of Directors (a/k/a Board of Trustees) are as follows:

Charles Futch, Chairman  
2953 Arendell Way  
Tallahassee, Fl. 32308

Steve Avera  
8911 Hawick Ln.  
Tallahassee, Fl. 32312

Allan Bridwell  
3801 Shamrock West  
Tallahassee, Fl. 32308

Tom Collins  
P.O. Box 13058  
Tallahassee, Fl. 32317

Mark Demont  
1307 Dillard St.  
Tallahassee, Fl. 32312

Susan Drake  
2953 Arendell Way  
Tallahassee, Fl. 32308

George English  
2953 N. Rose Hill Dr.  
Tallahassee, Fl. 32312

Sharon Flora  
7715 Bass Ridge Tr.  
Tallahassee, Fl. 32312

Maryann Jones  
1553 Hickory Ave.  
Tallahassee, Fl. 32303

Lewis Killian  
5111 Williams Rd.  
Tallahassee, Fl. 32301

Lance Langston  
303 Desoto St.  
Tallahassee, Fl. 32303

Kirk Mauro  
267 N. Rosehill Dr.  
Tallahassee, Fl. 32312

Barbara Ann Mayfield  
10897 Luna Point Rd.  
Tallahassee, Fl. 32312

William Mayfield  
10897 Luna Point Rd.  
Tallahassee, Fl. 32312

Steve Menton  
1564 Cristobal Dr.  
Tallahassee, Fl. 32303

David O'Bryan  
601 Plantation Rd.  
Tallahassee, Fl. 32303

Tom O'Steen  
555 Moss View Way  
Tallahassee, Fl. 32312

Bob Smith  
217 N. Monroe St.  
Tallahassee, Fl. 32301

Renee Tucker  
278 E. Rose Hill Dr.  
Tallahassee, Fl. 32312



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 12 2002

HOLY COMFORTER EPISCOPAL SCHOOL INC  
3100 FLEISCHMANN RD  
TALLAHASSEE, FL 32308

Employer Identification Number:  
59-3325917  
DLN:  
17053117731002  
Contact Person:  
RONALD D BELL ID# 31185  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Form 990 Required:  
No  
Addendum Applies:  
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

- 2 -

HOLY COMFORTER EPISCOPAL SCHOOL INC

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

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HOLY COMFORTER EPISCOPAL SCHOOL INC

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 587, sets forth guidelines and recordkeeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. You must comply with this revenue procedure to maintain your tax-exempt status.

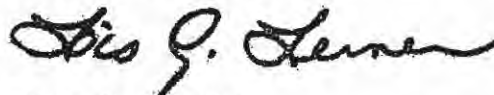
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations

Letter 947 (DO/CG)

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HOLY COMFORTER EPISCOPAL SCHOOL INC

Section 4.06 of Revenue Procedure 75-50 requires annual certification of compliance with non-discrimination requirements. Since you are exempt from filing an annual Form 990 as a church-related school below the college level, you should submit an annual Form 5578 to make the certification.

Letter 947 (DO/CG)

# **Holy Comforter Episcopal School, Inc.**

## **FINANCIAL STATEMENTS**

**June 30, 2017 and 2016**



**CRI** CARR  
RIGGS &  
INGRAM

CPAs and Advisors

[CRlcpa.com](http://CRlcpa.com)

**Holy Comforter Episcopal School, Inc.**  
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**June 30, 2017 and 2016**

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**FINANCIAL STATEMENTS**

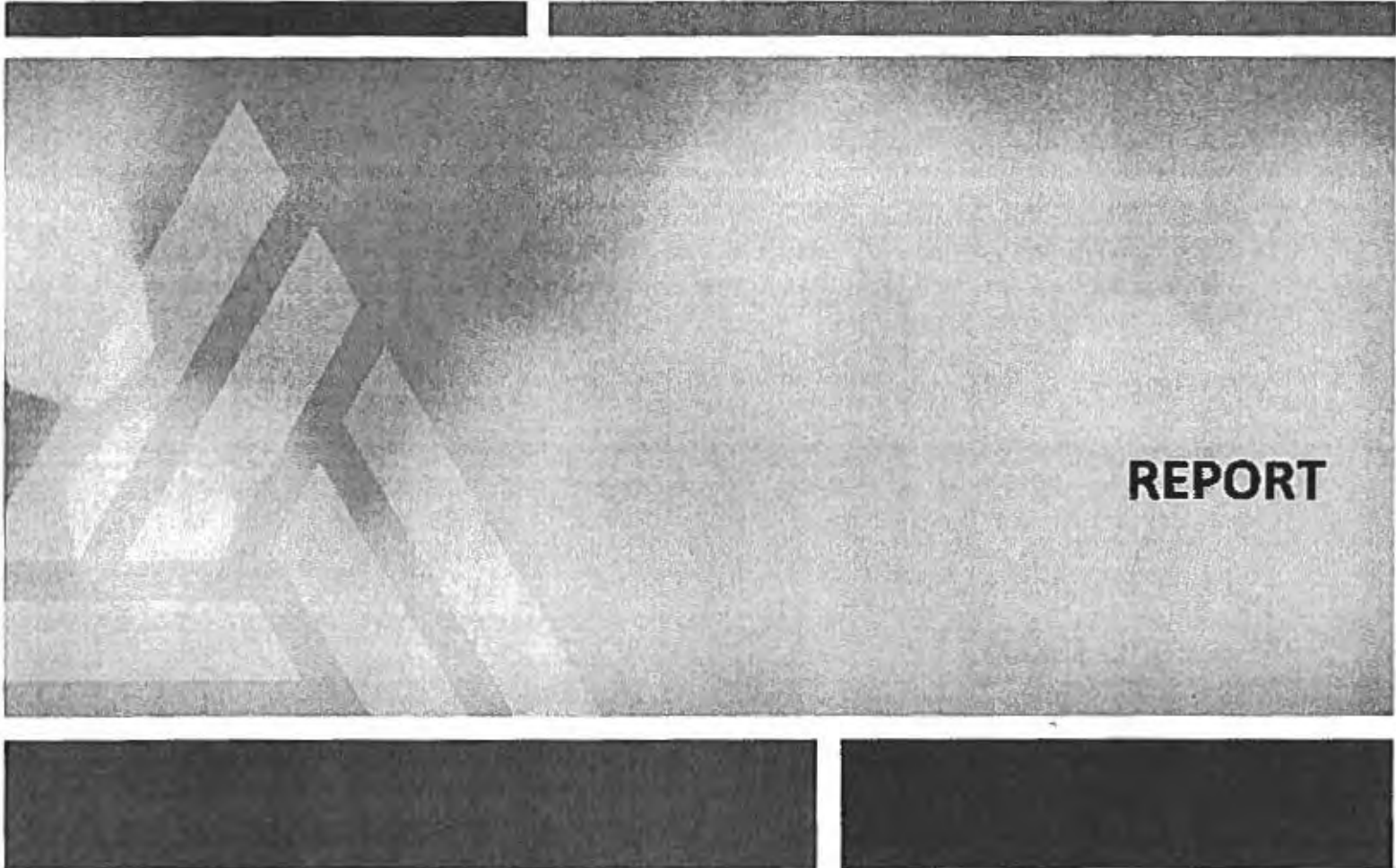
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**Carr, Riggs & Ingram, LLC**  
2633 Centennial Boulevard  
Suite 200  
Tallahassee, Florida 32308  
  
(850) 878-8777  
(850) 878-2344 (fax)  
CRlcpa.com

## **INDEPENDENT AUDITORS' REPORT**

To the Board of Trustees  
Holy Comforter Episcopal School, Inc.

We have audited the accompanying financial statements of Holy Comforter Episcopal School, Inc., which comprise the statement of financial position as of June 30, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Holy Comforter Episcopal School, Inc. as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Tallahassee, Florida

November 9, 2017



## FINANCIAL STATEMENTS

## Holy Comforter Episcopal School, Inc. Statements of Financial Position

June 30,	2017	2016
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 3,289,654	\$ 2,564,966
Certificates of deposit	13,024	271,017
Prepaid expenses	223,317	126,739
Accounts receivable, net	97,909	75,170
Investment in 1-1 leases	11,175	17,355
Pledges receivable, net	98,452	70,647
<b>Total current assets</b>	<b>3,733,531</b>	<b>3,125,894</b>
<b>Property and equipment</b>		
Buildings	14,282,336	14,351,936
Furniture and equipment	740,790	1,270,035
Less accumulated depreciation	(5,291,219)	(5,431,595)
<b>Total depreciable property and equipment, net</b>	<b>9,731,907</b>	<b>10,190,376</b>
Land	2,325,778	2,342,739
<b>Total property and equipment, net</b>	<b>12,057,685</b>	<b>12,533,115</b>
<b>Property under capital lease</b>		
Office equipment	582,359	582,359
Less accumulated amortization	(560,194)	(469,304)
<b>Total property under capital lease, net</b>	<b>22,165</b>	<b>113,055</b>
<b>Other assets</b>		
Investments	371,152	388,578
Noncurrent pledges receivable, net	210,667	-
Construction in progress	177,722	84,508
Utility deposits	10,779	-
Noncurrent investment in 1-1 leases	3,639	7,200
<b>Total other assets</b>	<b>773,959</b>	<b>480,286</b>
<b>Total assets</b>	<b>\$ 16,587,340</b>	<b>\$ 16,252,350</b>

*The accompanying notes are an integral part of these financial statements.*

**Holy Comforter Episcopal School, Inc.**  
**Statements of Financial Position**  
**(Continued)**

<i>June 30,</i>	<b>2017</b>	<b>2016</b>
<b>Liabilities and Net Assets</b>		
Current liabilities		
Accounts payable	\$ 108,459	\$ 12,484
Deferred revenue	1,703,672	1,561,388
Notes payable - current portion	185,477	181,315
Capital lease obligation - current portion	95,972	116,973
Total current liabilities	2,093,580	1,872,160
Long-term liabilities		
Notes payable - noncurrent	2,164,782	2,350,254
Capital lease obligation - noncurrent	26,642	111,486
Total long-term liabilities	2,191,424	2,461,740
Total liabilities	4,285,004	4,333,900
Net assets		
Unrestricted		
Unrestricted - general	11,030,331	10,897,644
Unrestricted - board designated	575,276	325,000
Total unrestricted	11,605,607	11,222,644
Temporarily restricted	396,729	395,806
Permanently restricted	300,000	300,000
Total net assets	12,302,336	11,918,450
Total liabilities and net assets	\$ 16,587,340	\$ 16,252,350

*The accompanying notes are an integral part of these financial statements.*

## Holy Comforter Episcopal School, Inc. Statements of Activities

<i>Years ended June 30,</i>	<b>2017</b>	<b>2016</b>
<b>Unrestricted Net Assets</b>		
<b>Revenue and support</b>		
Tuition	\$ 5,603,653	\$ 5,690,693
Special programs	440,095	482,817
Other revenue	287,383	390,414
Interest and investment income	25,503	14,838
Net assets released from restrictions	787,937	493,333
<b>Total revenue and support</b>	<b>7,144,571</b>	<b>7,072,095</b>
<b>Expenses</b>		
Salaries and payroll tax	3,888,098	3,979,470
Depreciation and amortization	628,763	698,516
General and administrative	514,306	590,989
Repairs and maintenance	395,361	368,849
Insurance	350,479	348,610
Pension	208,031	217,700
School programs	172,459	143,942
Instructional supplies	156,689	112,401
Fundraising	91,652	81,117
Special events	47,699	78,390
Parents association	65,807	61,658
Interest	55,625	59,850
Accounting and legal	84,800	49,763
Other expenses	21,620	41,289
Professional fees	59,339	9,290
Loss on disposal of property and equipment	20,880	1,656
<b>Total expenses</b>	<b>6,761,608</b>	<b>6,843,490</b>
<b>Change in net assets - unrestricted</b>	<b>382,963</b>	<b>228,605</b>
<b>Beginning net assets - unrestricted</b>	<b>11,222,644</b>	<b>10,994,039</b>
<b>Ending net assets - unrestricted</b>	<b>11,605,607</b>	<b>11,222,644</b>
<b>Temporarily Restricted Net Assets</b>		
School programs	336,679	344,619
Capital campaign	393,047	-
Parents association	59,134	55,388
Net assets released from restrictions	(787,937)	(493,333)
<b>Change in net assets - temporarily restricted</b>	<b>923</b>	<b>(93,326)</b>
<b>Beginning net assets - temporarily restricted</b>	<b>395,806</b>	<b>489,132</b>
<b>Ending net assets - temporarily restricted</b>	<b>396,729</b>	<b>395,806</b>
<b>Permanently Restricted Net Assets</b>		
<b>Beginning net assets - permanently restricted</b>	<b>300,000</b>	<b>300,000</b>
<b>Ending net assets - permanently restricted</b>	<b>300,000</b>	<b>300,000</b>
<b>Ending total net assets</b>	<b>\$ 12,302,336</b>	<b>\$ 11,918,450</b>

*The accompanying notes are an integral part of these financial statements.*



## Holy Comforter Episcopal School, Inc.

### Statements of Cash Flows

Years ended June 30,	2017	2016
<b>Cash flows from operating activities</b>		
Change in net assets	\$ 383,886	\$ 135,279
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Bad debts	29,558	100,458
Depreciation and amortization	628,763	698,516
Unrealized loss (gain) on investments	28,589	(393)
(Gain) loss on disposal of assets	(20,880)	1,656
(Increase) decrease in:		
Accounts and note receivable	(39,538)	(14,751)
Pledges receivable	(251,231)	115,346
Prepaid expenses	(96,578)	14,527
Utility deposits	(10,779)	-
Other assets	9,741	-
Increase (decrease) in:		
Accounts payable	95,975	10,993
Deferred revenue	142,284	(227,949)
Net cash provided by operating activities	899,790	833,682
<b>Cash flows from investing activities</b>		
Purchase of property and equipment	(115,959)	(287,731)
Proceeds from (maturity of) certificates of deposit	257,993	358,032
Purchase of investments	(339,171)	(63,465)
Proceeds from sale of investments	309,191	48,489
Net cash provided by investing activities	112,054	55,325
<b>Cash flows from financing activities</b>		
Payments on capital lease obligations	(105,846)	(70,412)
Principal payments on long-term notes payable	(181,310)	(177,085)
Net cash used in financing activities	(287,156)	(247,497)
Net change in cash and cash equivalents	724,688	641,510
Beginning cash and cash equivalents	2,564,966	1,923,456
Ending cash and cash equivalents	\$ 3,289,654	\$ 2,564,966
<b>Supplemental information:</b>		
Cash paid during the year for interest	\$ 55,625	\$ 59,850

*The accompanying notes are an integral part of these financial statements.*



## **Holy Comforter Episcopal School, Inc.**

### **Notes to Financial Statements**

#### **NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Holy Comforter Episcopal School, Inc. ("the School") is a Florida not-for-profit organization. The School was incorporated November 18, 2001, for the purpose of operating a tax-exempt, not-for-profit school that provides a Christian environment for quality education, within the Anglican tradition. The School seeks to support the moral development of each student through the integration of school, home, church, and community.

#### ***Basis of Accounting***

The accounts of the School are maintained on the full accrual basis which is in accordance with the principles of not-for-profit accounting. Resources are reported for accounting purposes into separate classes of net assets based on the existence or absence of donor-imposed restrictions. In the accompanying financial statements, net assets that have similar characteristics have been combined into similar categories as follows:

#### **Permanently Restricted**

Net assets subject to donor-imposed stipulations that they be maintained permanently by the School would be classified as permanently restricted. Generally, the donors of these assets would permit the School to use all or part of the investment return on these assets.

#### **Temporarily Restricted**

Net assets whose use by the School is subject to donor-imposed stipulations that can be fulfilled by actions of the School pursuant to those stipulations are classified as temporarily restricted, as well as contributions that are restricted due to time. To account for amounts donated for specific purposes, the School maintains temporarily restricted net assets as follows:

#### **School Programs**

Resources restricted for activities which directly support educational pursuits where participation in the activity is supported by fees paid directly by participants for the program activity.

#### **Parent Association**

Resources restricted for events or activities not directly related to educational pursuits where participation in the activity is supported by fees paid directly by participants for the program activity.

#### **Unrestricted**

Net assets that are not subject to donor-imposed stipulations are classified as unrestricted. Unrestricted net assets include resources that are available for support of School operations. The Board may designate net assets for a specific future use. The board currently designates a portion of unrestricted net assets for the future construction and improvement of facilities.

**Holy Comforter Episcopal School, Inc.**  
**Notes to Financial Statements**

**NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
**(CONTINUED)**

***Revenue Recognition and Deferred Revenue***

Tuition revenue is recognized in the School year for which the associated educational services are provided. Tuition received in advance is reported as deferred revenue, and subsequently recognized as revenue in the School year for which it is intended.

Contributions, including unconditional promises to give, are recognized at their fair value when received or promised. Contributions are recorded as unrestricted, temporarily restricted, or permanently restricted revenues, depending on the existence and/or nature of any donor restrictions. Restricted contributions released in the same year as received are reported as unrestricted.

Revenue that is restricted by the donor is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

***Accounts and Pledges Receivable***

Accounts and pledges receivable are stated at amounts management expects to collect from balances outstanding at year-end. Management determines the allowance for doubtful accounts based on factors including experience and the current economic environment. All known uncollectible amounts have been written off upon determination of such status.

***Investments in 1-1 Program Leases***

The School's leasing operations consist of leasing computer equipment under direct financing leases expiring in various years through 2018. As the School provides the leasing program to benefit its students, no interest from financing is built into the lease payments and all future cash flows will directly reduce the recorded investment in 1-1 leases.

***Property and Equipment***

Property and equipment are recorded at cost for purchased items and fair market value for contributed items. Items with a value of or costing over \$500 are capitalized and depreciated, using the straight line method, over their estimated useful lives. Furnishings and equipment are depreciated over 4 to 10 years and buildings over 40 years.

## **Holy Comforter Episcopal School, Inc.**

### **Notes to Financial Statements**

#### **NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

##### ***Property and Equipment (Continued)***

The School leases certain computer equipment over various years. Management amortizes equipment held under capital using the straight line method, over the shorter of their estimated useful life or lease term. Leased computer equipment is amortized over 3 years.

##### ***Income Taxes***

The Internal Revenue Service has determined the School is exempt from income tax under Code section 501(a) of the Internal Revenue Code as a School described in section 501(c)(3). The final ruling by the Internal Revenue Service dated November 12, 2002 stated that the School is not a private foundation within the meaning of section 501(a) of the Code.

##### ***Use of Estimates***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

##### ***Cash and Cash Equivalents***

For the purpose of the statement of cash flows, the School considers all highly liquid investments available for current use with a maturity of three months or less to be cash equivalents.

##### ***Investments***

The School reports investments in marketable securities with readily determinable fair values at their fair market value in the statements of financial position. Unrealized gains and losses from changes in the fair value of investments are reported in interest and investment income on the statements of activities.

##### ***Compensated Absences***

The School provides vacation and sick leave benefits to all its full time employees as specified in its personnel policies. No liability has been recognized for compensated absences because management has determined the amount is immaterial to the financial statements taken as a whole.

##### ***Subsequent Events***

Subsequent events have been evaluated through the date of the independent auditors' report which is the date the statements were available to be issued.

##### ***Reclassifications***

Certain reclassifications were made within the financial statements as of and for the year ended June 30, 2016 to conform to the 2017 presentation.

## Holy Comforter Episcopal School, Inc.

### Notes to Financial Statements

#### NOTE 2 – CONCENTRATION OF CREDIT RISK

The School maintains its cash in financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The school currently has deposits in excess of insured limits.

#### NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable consist of tuition payments receivable at June 30, for the completed school year. Management established an allowance for doubtful accounts based on historical collection efforts and accounts written off. Accounts receivable, net consists of the following:

<i>June 30,</i>	<b>2017</b>	<b>2016</b>
Accounts receivable	\$ 115,548	\$ 81,590
Allowance for uncollectible receivables	(17,639)	(6,420)
Accounts receivable, net	\$ 97,909	\$ 75,170

Bad debts expense related to accounts receivable totaled \$16,799 and \$37,569 for the fiscal years ended June 30, 2017 and 2016, respectively.

#### NOTE 4 – PLEDGES RECEIVABLE

Pledges receivable are documented promises to contribute to the School's Capital Campaign IV – Building/Construction. Management evaluates pledges receivable on a periodic basis and updates the allowance for uncollectable pledges as considered necessary. Management writes off pledges it has directly identified as uncollectable. The net balance of pledges receivable consist of the following:

<i>June 30,</i>	<b>2017</b>		<b>2016</b>	
	<b>Current</b>	<b>Noncurrent</b>	<b>Current</b>	<b>Noncurrent</b>
Pledges receivable	\$ 98,452	223,452	\$ 77,448	\$ -
Less: allowance for uncollectible pledges	-	(12,785)	(6,801)	-
Pledges receivable, net	\$ 98,452	\$ 210,667	\$ 70,647	\$ -

All pledges become due within five years. Bad debts expense related to pledges receivable totaled \$12,759 and \$62,889 for the years ended June 30, 2017 and 2016, respectively.

#### NOTE 5 – INVESTMENTS

Investments consist of the following:

<i>June 30,</i>	<b>2017</b>		<b>2016</b>	
	<b>Cost</b>	<b>FMV</b>	<b>Cost</b>	<b>FMV</b>
Mutual funds-fixed income securities	\$ 150,544	\$ 149,855	\$ 244,831	\$ 244,273
Mutual funds-equity securities	161,046	198,591	72,459	118,260
Mutual funds-REIT	8,385	22,706	9,023	26,045
Total	\$ 319,975	\$ 371,152	\$ 326,313	\$ 388,578



## Holy Comforter Episcopal School, Inc.

### Notes to Financial Statements

#### NOTE 5 – INVESTMENTS (CONTINUED)

FASB ASC 820, *Fair Value Measurements and Disclosures*, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 – Quoted prices in active markets for identical assets or liabilities.

Level 2 – Significant other observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from services independent of the reporting entity.

Level 3 – Significant unobservable inputs.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair values of investments measured on a recurring basis:

<b>June 30, 2017</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Mutual funds				
Fixed income securities	\$ 149,855	\$ -	\$ -	\$ 149,855
Equity securities	198,591	-	-	198,591
REITS	22,706	-	-	22,706
<b>Total Investments</b>	<b>\$ 371,152</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 371,152</b>

<b>June 30, 2016</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Mutual funds				
Fixed income securities	\$ 244,273	\$ -	\$ -	\$ 244,273
Equity securities	118,260	-	-	118,260
REITS	26,045	-	-	26,045
<b>Total Investments</b>	<b>\$ 388,578</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 388,578</b>

Unrealized gain totaled \$11,973 and \$6,715 for the years ended June 30, 2017 and 2016, respectively.

## Holy Comforter Episcopal School, Inc.

### Notes to Financial Statements

#### NOTE 6 – INVESTMENT IN 1-1 PROGRAM LEASES

The School leases computer equipment to students through its 1-1 program. Students have the option of paying 100% of the cost up front or monthly along with the student's tuition program. Payments of various amounts are required on leases through June of 2018. Future minimum lease payments due under 1-1 lease agreements are as follows:

<i>Years ended June 30,</i>	
2018	\$ 11,175
2019	3,639
Total future minimum lease payments	\$ 14,814

#### NOTE 7 – DEFERRED REVENUE

Deferred revenue consists of prepaid tuition and prepaid tuition insurance coverage applicable to the ensuing school year.

#### NOTE 8 – NOTES PAYABLE

On December 19, 2001, Leon County, Florida issued \$4,400,000 of Leon County, Florida Educational Facilities Revenue Bond, Series 2001 (Holy Comforter Episcopal School, Inc. Project) to pay for construction of Phase III of campus buildings. The bondholder, under an assignment agreement, is Capital City Bank of Tallahassee, Florida. Payments of principal and interest at 2.24% per annum under the related note and assignment agreement are required in the amount of \$19,745 per month with a maturity date of December 10, 2027. The School's real property and an unconditional guaranty by The Episcopal Church in the Diocese of Florida, Inc. serves as collateral for the bond issue with land and real property having a net book value of \$11,393,102 at June 30, 2017.

Notes payable consisted of the following:

<i>June 30,</i>	<b>2017</b>	<b>2016</b>
Bond payable to Capital City Bank	\$ 2,350,259	\$ 2,531,569
Less current portion	185,477	181,315
Notes payable - noncurrent	\$ 2,164,782	\$ 2,350,254

## Holy Comforter Episcopal School, Inc.

### Notes to Financial Statements

#### NOTE 8 – NOTES PAYABLE (CONTINUED)

Estimated maturities of notes payable for the next five years are as follows:

<i>Years ending June 30,</i>	
2018	\$ 185,477
2019	189,733
2020	193,972
2021	198,539
2022	203,095
Thereafter	1,379,443
<b>Total</b>	<b>\$ 2,350,259</b>

Interest expense related to notes payable totaled \$55,625 and \$59,850 for the years ended June 30, 2017 and 2016, respectively.

#### NOTE 9 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of assets restricted by donors to be used for a specified purpose or for a future time period. Net assets are released from temporary restriction when the assets are used for the purpose intended by the donor or when a time restriction expires. Pledges receivable which will be collected in a future time period are included in temporarily restricted net assets.

Temporarily restricted net assets consist of the following:

<i>June 30,</i>	<b>2017</b>	<b>2016</b>
Purpose restrictions:		
Other purpose restrictions	\$ 44,934	\$ 51,249
Gala	31,786	-
Boosters	10,890	7,088
Maintenance and capital replacement	-	266,822
Total purpose restricted net assets	<b>87,610</b>	<b>325,159</b>
Time restrictions:		
Capital campaign pledges receivable	309,119	70,647
<b>Total temporarily restricted net assets</b>	<b>\$ 396,729</b>	<b>\$ 395,806</b>

#### NOTE 10 – PERMANENTLY RESTRICTED NET ASSETS

The School's endowment consists of a donor-restricted fund. As required by generally accepted accounting principles, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.



## Holy Comforter Episcopal School, Inc. Notes to Financial Statements

### NOTE 10 – PERMANENTLY RESTRICTED NET ASSETS (CONTINUED)

**Interpretation of Relevant Law** - The School is governed by Florida Statute Chapter 617.2104 - *Florida Uniform Prudent Management of Institutional Funds Act*. The Uniform Prudent Management of Institutional Funds Act (UPMIFA) was enacted in the State of Florida during the 2011 legislative session and has an effective date of July 1, 2012. Unless a donor imposes a restriction to the contrary, all endowment funds at the School adhere to the spending policy adopted by the School's Board of Trustees. Florida Statute does not require preservation of the fair value of the original gift, but rather specifically states that spending may include investment appreciation as well as principal.

**Spending Policy** - Funds generated from the investment of principal shall only be expended for operating costs incurred while engaging in programs directly related to the School's mission. Funds generated from the investment of principal include realized and unrealized appreciation as well as natural income from dividends, interest and realized gain.

With regard to donor-restricted endowments, the School respects and enforces the donor's restriction to preserve the historic gift value of the fund, and only allows for the expenditure of investment income in excess of the historical gift.

Permanently restricted net assets consist of the following at June 30, 2017 and 2016:

Patti L. Smith Endowment	\$ 300,000
<b>Total permanently restricted net assets</b>	<b>\$ 300,000</b>

The School classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. For the Patti L. Smith Endowment fund, the donor has stipulated that income will be distributed to the School annually, and be reported accordingly as unrestricted.

Activity of permanently restricted endowments during the year is as follows:

	2017	2016
Endowments at July 1	\$ 300,000	\$ 300,000
Investment income	13,530	8,123
Unrealized gains on investments	11,973	6,715
Allocation of investment income and unrealized gains to unrestricted net assets	(25,503)	(14,838)
<b>Endowments at June 30</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>

## Holy Comforter Episcopal School, Inc. Notes to Financial Statements

### NOTE 11 – PROGRAM AND SUPPORTING SERVICES

Total expenses per the Statement of Activities are allocated between program, management and general, and fundraising expenses as follows:

<i>Years ended June 30,</i>	<b>2017</b>	<b>2016</b>
Program	<b>\$ 4,867,820</b>	<b>\$ 4,981,525</b>
Management and general	<b>1,802,136</b>	<b>1,790,754</b>
Fundraising	<b>91,652</b>	<b>71,211</b>
<b>Total expenses</b>	<b>\$ 6,761,608</b>	<b>\$ 6,843,490</b>

### NOTE 12 – RETIREMENT PLAN

The School's retirement plan is a non-contributory plan available to all employees who work 30 hours a week or more. The school contributes 7% of the employees' gross salary on a monthly basis. Individual contracts are issued by Mass Mutual to the employee in their name and the accounts are fully vested and owned by the employee from the time of issuance. Retirement plan expense totaled \$208,031 and \$217,700 for the years ended June 30, 2017 and 2016, respectively.

### NOTE 13 – CAPITAL LEASE

The School has acquired certain computer equipment under non-cancellable lease agreements. The computer equipment is included in property under capital lease on the statements of financial position at a cost value of \$582,359 for the years ended June 30, 2017 and 2016. Monthly payments of various amounts are required on the leases through October 2018.

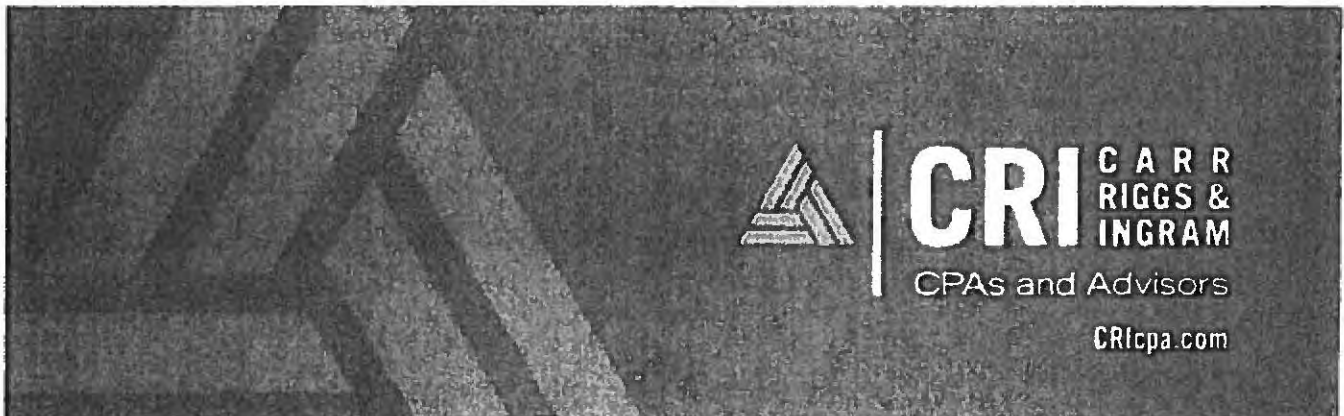
Future minimum lease payments due under this lease and the present value of those future minimum payments are as follows:

<i>Years ended June 30,</i>	
2018	\$ 95,972
2019	26,642
Total	122,614
Less: amount representing interest	4,383
<b>Present value of future minimum lease payments</b>	<b>\$ 118,231</b>

**Holy Comforter Episcopal  
School, Inc.**

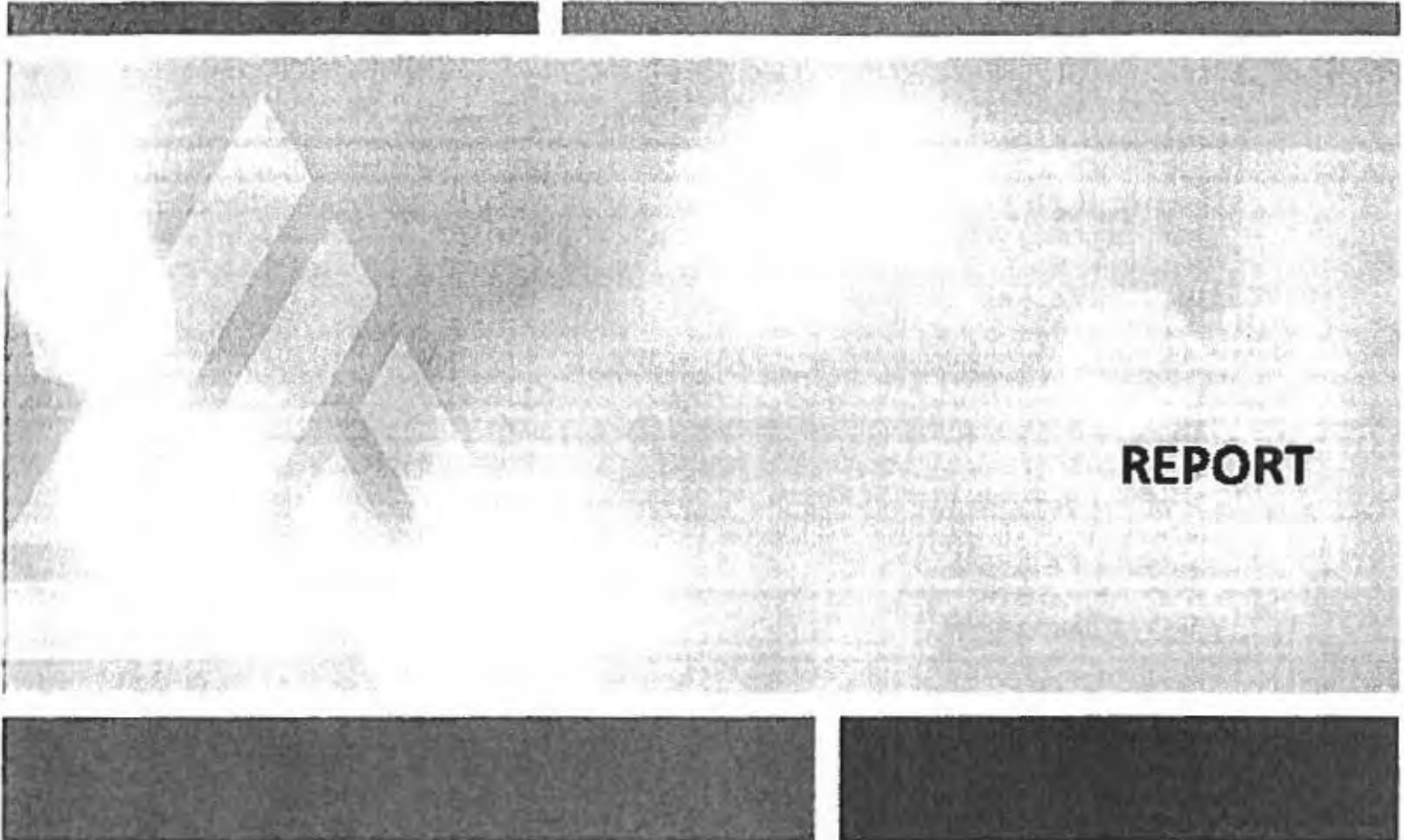
**FINANCIAL STATEMENTS**

**June 30, 2016 and 2015**



**Holy Comforter Episcopal School, Inc.**  
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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Trustees  
Holy Comforter Episcopal School, Inc.

We have audited the accompanying financial statements of Holy Comforter Episcopal School, Inc., which comprise the statement of financial position as of June 30, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Holy Comforter Episcopal School, Inc. as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Tallahassee, Florida

November 1, 2016





# FINANCIAL STATEMENTS

**Holy Comforter Episcopal School, Inc.**  
**Statements of Financial Position**

<i>June 30,</i>	<b>2016</b>	<b>2015</b>
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 2,564,966	\$ 1,923,456
Certificates of deposit	271,017	629,049
Prepaid expenses	126,739	141,266
Accounts receivable, net	75,170	97,988
Investment in 1-1 leases	17,355	8,109
Pledges receivable, net	70,647	133,654
Total current assets	<b>3,125,894</b>	<b>2,933,522</b>
Property and equipment		
Buildings	14,351,936	14,160,188
Furniture and equipment	1,270,035	1,266,185
Less accumulated depreciation	(5,431,595)	(4,897,393)
Total depreciable property and equipment, net	<b>10,190,376</b>	<b>10,528,980</b>
Land	2,342,739	2,342,739
Total property and equipment, net	<b>12,533,115</b>	<b>12,871,719</b>
Property under capital lease		
Office equipment	582,359	515,865
Less accumulated amortization	(469,304)	(310,959)
Total property under capital lease, net	<b>113,055</b>	<b>204,906</b>
Other assets		
Investments	388,578	373,209
Noncurrent pledges receivable, net	-	115,228
Construction in progress	84,508	-
Noncurrent investment in 1-1 leases	7,200	20,571
Total other assets	<b>480,286</b>	<b>509,008</b>
<b>Total assets</b>	<b>\$ 16,252,350</b>	<b>\$ 16,519,155</b>

*The accompanying notes are an integral part of these financial statements.*

Holy Comforter Episcopal School, Inc.  
Statements of Financial Position  
(Continued)

<u>June 30,</u>	<u>2016</u>	<u>2015</u>
<b>Liabilities and Net Assets</b>		
Current liabilities		
Accounts payable	\$ 12,484	\$ 1,491
Deferred revenue	1,561,388	1,789,337
Notes payable - current portion	181,315	177,090
Capital lease obligation - current portion	116,973	83,342
Total current liabilities	1,872,160	2,051,260
Long-term liabilities		
Notes payable - noncurrent	2,350,254	2,531,564
Capital lease obligation - noncurrent	111,486	153,160
Total long-term liabilities	2,461,740	2,684,724
Total liabilities	4,333,900	4,735,984
Net assets		
Unrestricted		
Unrestricted - general	10,897,644	10,994,039
Unrestricted - board designated	325,000	-
Total unrestricted	11,222,644	10,994,039
Temporarily restricted	395,806	489,132
Permanently restricted	300,000	300,000
Total net assets	11,918,450	11,783,171
Total liabilities and net assets	\$ 16,252,350	\$ 16,519,155

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

**Holy Comforter Episcopal School, Inc.**  
**Statements of Activities**

<i>Years ended June 30,</i>	<b>2016</b>	<b>2015</b>
<b>Unrestricted Net Assets</b>		
<b>Revenue and support</b>		
Tuition	\$ 5,690,693	\$ 5,217,437
Special programs	482,817	456,388
Other revenue	390,414	336,933
Interest and investment income	14,838	11,443
Net assets released from restrictions	493,333	526,293
<b>Total revenue and support</b>	<b>7,072,095</b>	<b>6,548,494</b>
<b>Expenses</b>		
Salaries and payroll tax	3,979,470	3,829,392
Depreciation and amortization	698,516	647,862
General and administrative	590,989	496,172
Repairs and maintenance	368,849	271,136
Insurance	348,610	384,823
Pension	217,700	203,939
School programs	143,942	164,795
Instructional supplies	112,401	129,036
Fundraising	81,117	80,998
Special events	78,390	82,875
Parents association	61,658	53,518
Interest	59,850	71,536
Accounting and legal	49,763	42,190
Other expenses	41,289	26,563
Professional fees	9,290	62,418
Loss on disposal of property and equipment	1,656	-
<b>Total expenses</b>	<b>6,843,490</b>	<b>6,547,253</b>
<b>Change in net assets - unrestricted</b>	<b>228,605</b>	<b>1,241</b>
<b>Beginning net assets - unrestricted</b>	<b>10,994,039</b>	<b>10,992,798</b>
<b>Ending net assets - unrestricted</b>	<b>11,222,644</b>	<b>10,994,039</b>
<b>Temporarily Restricted Net Assets</b>		
School programs	344,619	339,919
Parents association	55,388	53,341
Net assets released from restrictions	(493,333)	(526,293)
<b>Change in net assets - temporarily restricted</b>	<b>(93,326)</b>	<b>(133,033)</b>
<b>Beginning net assets - temporarily restricted</b>	<b>489,132</b>	<b>622,165</b>
<b>Ending net assets - temporarily restricted</b>	<b>395,806</b>	<b>489,132</b>
<b>Permanently Restricted Net Assets</b>		
<b>Beginning net assets - permanently restricted</b>	<b>300,000</b>	<b>300,000</b>
<b>Ending net assets - permanently restricted</b>	<b>300,000</b>	<b>300,000</b>
<b>Ending total net assets</b>	<b>\$ 11,918,450</b>	<b>\$ 11,783,171</b>

*The accompanying notes are an integral part of these financial statements.*

**Holy Comforter Episcopal School, Inc.**  
**Statements of Cash Flows**

<i>Years ended June 30,</i>	<b>2016</b>	<b>2015</b>
<b>Cash flows from operating activities</b>		
Change in net assets	\$ 135,279	\$ (131,792)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Bad debts	100,458	55,291
Depreciation and amortization	698,516	647,862
Unrealized (gain) loss on investments	(393)	5,555
Loss on disposal of assets	1,656	-
(Increase) decrease in:		
Accounts and note receivable	(14,751)	(25,922)
Pledges receivable	115,346	157,796
Prepaid expenses	14,527	4,841
Increase (decrease) in:		
Accounts payable	10,993	(5,038)
Deferred revenue	(227,949)	133,431
<b>Net cash provided by operating activities</b>	<b>833,682</b>	<b>842,024</b>
<b>Cash flows from investing activities</b>		
Purchase of property and equipment	(287,731)	(382,708)
Proceeds from (purchase of) certificates of deposit	358,032	(962)
Purchase of investments	(63,465)	(32,000)
Proceeds from sale of investments	48,489	21,110
<b>Net cash provided (used in) by investing activities</b>	<b>55,325</b>	<b>(394,560)</b>
<b>Cash flows from financing activities</b>		
Payments on capital lease obligations	(70,412)	(66,779)
Principal payments on long-term notes payable	(177,085)	(535,065)
<b>Net cash used by financing activities</b>	<b>(247,497)</b>	<b>(601,844)</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>641,510</b>	<b>(154,380)</b>
<b>Beginning cash and cash equivalents</b>	<b>1,923,456</b>	<b>2,077,836</b>
<b>Ending cash and cash equivalents</b>	<b>\$ 2,564,966</b>	<b>\$ 1,923,456</b>
<b>Supplemental information:</b>		
<b>Cash paid during the year for interest</b>	<b>\$ 59,850</b>	<b>\$ 71,536</b>

*The accompanying notes are an integral part of these financial statements.*

**Holy Comforter Episcopal School, Inc.**  
**Notes to Financial Statements**

**NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Holy Comforter Episcopal School, Inc. ("the School") is a Florida not-for-profit organization. The School was incorporated November 18, 2001, for the purpose of operating a tax-exempt, not-for-profit school that provides a Christian environment for quality education, within the Anglican tradition. The School seeks to support the moral development of each student through the integration of school, home, church, and community.

***Basis of Accounting***

The accounts of the School are maintained on the full accrual basis which is in accordance with the principles of not-for-profit accounting. Resources are reported for accounting purposes into separate classes of net assets based on the existence or absence of donor-imposed restrictions. In the accompanying financial statements, net assets that have similar characteristics have been combined into similar categories as follows:

**Permanently Restricted**

Net assets subject to donor-imposed stipulations that they be maintained permanently by the School would be classified as permanently restricted. Generally, the donors of these assets would permit the School to use all or part of the investment return on these assets.

**Temporarily Restricted**

Net assets whose use by the School is subject to donor-imposed stipulations that can be fulfilled by actions of the School pursuant to those stipulations are classified as temporarily restricted, as well as contributions that are restricted due to time. To account for amounts donated for specific purposes, the School maintains temporarily restricted net assets as follows:

**School Programs**

Resources restricted for activities which directly support educational pursuits where participation in the activity is supported by fees paid directly by participants for the program activity.

**Parent Association**

Resources restricted for events or activities not directly related to educational pursuits where participation in the activity is supported by fees paid directly by participants for the program activity.

**Unrestricted**

Net assets that are not subject to donor-imposed stipulations are classified as unrestricted. Unrestricted net assets include resources that are available for support of School operations. The Board may designate net assets for a specific future use. The board currently designates a portion of unrestricted net assets for the future construction and improvement of facilities.



**Holy Comforter Episcopal School, Inc.**  
**Notes to Financial Statements**

**NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
**(Continued)**

***Revenue Recognition and Deferred Revenue***

Tuition revenue is recognized in the School year for which the associated educational services are provided. Tuition received in advance is reported as deferred revenue, and subsequently recognized as revenue in the School year for which it is intended.

Contributions, including unconditional promises to give, are recognized at their fair value when received or promised. Contributions are recorded as unrestricted, temporarily restricted, or permanently restricted revenues, depending on the existence and/or nature of any donor restrictions. Restricted contributions released in the same year as received are reported as unrestricted.

Revenue that is restricted by the donor is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

***Accounts and Pledges Receivable***

Accounts and pledges receivable are stated at amounts management expects to collect from balances outstanding at year-end. Management determines the allowance for doubtful accounts based on factors including experience and the current economic environment. All known uncollectible amounts have been written off upon determination of such status.

***Investments in 1-1 Program Leases***

The School's leasing operations consist of leasing computer equipment under direct financing leases expiring in various years through 2018. As the School provides the leasing program to benefit its students, no interest from financing is built into the lease payments and all future cash flows will directly reduce the recorded investment in 1-1 leases.

***Property and Equipment***

Property and equipment are recorded at cost for purchased items and fair market value for contributed items. Items with a value of or costing over \$500 are capitalized and depreciated, using the straight line method, over their estimated useful lives. Furnishings and equipment are depreciated over 4 to 10 years and buildings over 40 years.



**Holy Comforter Episcopal School, Inc.**  
**Notes to Financial Statements**

**NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
**(Continued)**

***Property and Equipment (Continued)***

The School leases certain computer equipment over various years. Management amortizes equipment held under capital using the straight line method, over their estimated useful life. Leased computer equipment is amortized over 3 years.

***Income Taxes***

The Internal Revenue Service has determined the School is exempt from income tax under Code section 501(a) of the Internal Revenue Code as a School described in section 501(c)(3). The final ruling by the Internal Revenue Service dated November 12, 2002 stated that the School is not a private foundation within the meaning of section 501(a) of the Code.

***Use of Estimates***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Cash and Cash Equivalents***

For the purpose of the statement of cash flows, the School considers all highly liquid investments available for current use with a maturity of three months or less to be cash equivalents.

***Investments***

The School reports investments in marketable securities with readily determinable fair values at their fair market value in the statements of financial position. Unrealized gains and losses from changes in the fair value of investments are reported in interest and investment income on the statements of activities.

***Compensated Absences***

The School provides vacation and sick leave benefits to all its full time employees as specified in its personnel policies. No liability has been recognized for compensated absences because management has determined the amount is immaterial to the financial statements taken as a whole.

***Subsequent Events***

Subsequent events have been evaluated through the date of the independent auditors' report which is the date the statements were available to be issued.

***Reclassifications***

Certain reclassifications were made within the financial statements as of and for the year ended June 30, 2015 to conform to the 2016 presentation.

## Holy Comforter Episcopal School, Inc. Notes to Financial Statements

### NOTE 2 – CONCENTRATION OF CREDIT RISK

The School maintains its cash in financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The school currently has deposits in excess of insured limits.

### NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable consist of tuition payments receivable at June 30, for the completed school year. Management established an allowance for doubtful accounts based on historical collection efforts and accounts written off. Accounts receivable, net consists of the following:

<i>June 30,</i>	<b>2016</b>	<b>2015</b>
Accounts receivable	\$ 81,590	\$ 134,648
Less: allowance for uncollectible receivables	(6,420)	(36,660)
Accounts receivable, net	<u>\$ 75,170</u>	<u>\$ 97,988</u>

Bad debts expense related to accounts receivable totaled \$37,569 and \$42,291 for the fiscal years ended June 30, 2016 and 2015, respectively.

### NOTE 4 – PLEDGES RECEIVABLE

Pledges receivable are documented promises to contribute to the School's Capital Campaign IV – Building/Construction. Management evaluates pledges receivable on a periodic basis and updates the allowance for uncollectable pledges as considered necessary. Management writes off pledges it has directly identified as uncollectable. The net balance of pledges receivable consist of the following:

<i>June 30,</i>	<b>2016</b>		<b>2015</b>	
	<b>Current</b>	<b>Noncurrent</b>	<b>Current</b>	<b>Noncurrent</b>
Pledges receivable	\$ 77,448	\$ -	\$ 133,654	\$ 137,840
Less: allowance for uncollectible pledges	(6,801)	-	-	(22,612)
Pledges receivable, net	<u>\$ 70,647</u>	<u>\$ -</u>	<u>\$ 133,654</u>	<u>\$ 115,228</u>

Bad debts expense related to pledges receivable totaled \$62,889 and \$13,000 for the years ended June 30, 2016 and 2015, respectively.

### NOTE 5 – INVESTMENTS

Investments consist of the following:

<i>June 30,</i>	<b>2016</b>		<b>2015</b>	
	<b>Cost</b>	<b>FMV</b>	<b>Cost</b>	<b>FMV</b>
Mutual funds-fixed income securities	\$ 244,831	\$ 244,273	\$ 226,639	\$ 224,142
Mutual funds-equity securities	72,459	118,260	79,459	127,109
Mutual funds-REIT	9,023	26,045	9,023	21,958
Total	<u>\$ 326,313</u>	<u>\$ 388,578</u>	<u>\$ 315,121</u>	<u>\$ 373,209</u>

**Holy Comforter Episcopal School, Inc.**  
**Notes to Financial Statements**

**NOTE 5 – INVESTMENTS (Continued)**

FASB ASC 820, *Fair Value Measurements and Disclosures*, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 – Quoted prices in active markets for identical assets or liabilities.

Level 2 – Significant other observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from services independent of the reporting entity.

Level 3 – Significant unobservable inputs.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair values of investments measured on a recurring basis:

<b>June 30, 2016</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Mutual funds				
Fixed income securities	\$ 244,273	\$ -	\$ -	\$ 244,273
Equity securities	118,260	-	-	118,260
REITS	26,045	-	-	26,045
<b>Total Investments</b>	<b>\$ 388,578</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 388,578</b>

<b>June 30, 2015</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Mutual funds				
Fixed income securities	\$ 224,142	\$ -	\$ -	\$ 224,142
Equity securities	127,109	-	-	127,109
REITS	21,958	-	-	21,958
<b>Total Investments</b>	<b>\$ 373,209</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 373,209</b>

Unrealized gain totaled \$6,715 and \$5,335 for the years ended June 30, 2016 and 2015, respectively.

**Holy Comforter Episcopal School, Inc.**  
**Notes to Financial Statements**

**NOTE 6 – INVESTMENT IN 1-1 PROGRAM LEASES**

The School leases computer equipment to students through its 1-1 program. Students have the option of paying 100% of the cost up front or monthly along with the student's tuition program. Payments of various amounts are required on leases through June of 2018. Future minimum lease payments due under 1-1 lease agreements are as follows:

<i>Years ended June 30,</i>	
2017	\$ 17,355
2018	7,200
Total future minimum lease payments	\$ 24,555

**NOTE 7 – DEFERRED REVENUE**

Deferred revenue consists of prepaid tuition and prepaid tuition insurance coverage applicable to the ensuing school year.

**NOTE 8 – NOTES PAYABLE**

On December 19, 2001 Leon County, Florida issued \$4,400,000 of Leon County, Florida Educational Facilities Revenue Bond, Series 2001 (Holy Comforter Episcopal School, Inc. Project) to pay for construction of Phase III of campus buildings. The bondholder, under an assignment agreement, is Capital City Bank of Tallahassee, Florida. Payments of principal and interest at 2.24% per annum under the related note and assignment agreement are required in the amount of \$19,745 per month with a maturity date of December 10, 2027. The School's real property and an unconditional guaranty by The Episcopal Church in the Diocese of Florida, Inc. serves as collateral for the bond issue with land and real property having a net book value of \$11,735,762 at June 30, 2016.

Notes payable consisted of the following:

<i>June 30,</i>	2016	2015
Bond payable to Capital City Bank	\$ 2,531,569	\$ 2,708,654
Less current portion	181,315	177,090
Notes payable - noncurrent	\$ 2,350,254	\$ 2,531,564

**Holy Comforter Episcopal School, Inc.**  
**Notes to Financial Statements**

**NOTE 8 – NOTES PAYABLE (Continued)**

Estimated maturities of notes payable for the next five years are as follows:

<i>Years ending June 30,</i>	
2017	\$ 181,315
2018	185,477
2019	189,733
2020	193,972
2021	198,539
Thereafter	1,582,533
<b>Total</b>	<b>\$ 2,531,569</b>

Interest expense related to notes payable totaled \$59,850 and \$63,663 for the years ended June 30, 2016 and 2015, respectively.

**NOTE 9 – TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets consist of assets restricted by donors to be used for a specified purpose or for a future time period. Net assets are released from temporary restriction when the assets are used for the purpose intended by the donor or when a time restriction expires. Pledges receivable which will be collected in a future time period are included in temporarily restricted net assets.

Temporarily restricted net assets consist of the following:

<i>June 30,</i>	<b>2016</b>	<b>2015</b>
<b>Purpose restrictions:</b>		
Maintenance and capital replacement	\$ 266,822	\$ 189,434
Boosters	7,088	7,088
Other purpose restrictions	51,249	43,728
<b>Total purpose restricted net assets</b>	<b>325,159</b>	<b>240,250</b>
<b>Time restrictions:</b>		
Capital campaign pledges receivable	70,647	248,882
<b>Total temporarily restricted net assets</b>	<b>\$ 395,806</b>	<b>\$ 489,132</b>

**NOTE 10 – PERMANENTLY RESTRICTED NET ASSETS**

The School's endowment consists of a donor-restricted fund. As required by generally accepted accounting principles, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.



**Holy Comforter Episcopal School, Inc.**  
**Notes to Financial Statements**

**NOTE 10 – PERMANENTLY RESTRICTED NET ASSETS (Continued)**

**Interpretation of Relevant Law** - The School is governed by Florida Statute Chapter 617.2104 - *Florida Uniform Prudent Management of Institutional Funds Act*. The Uniform Prudent Management of Institutional Funds Act (UPMIFA) was enacted in the State of Florida during the 2011 legislative session and has an effective date of July 1, 2012. Unless a donor imposes a restriction to the contrary, all endowment funds at the School adhere to the spending policy adopted by the School's Board of Trustees. Florida Statute does not require preservation of the fair value of the original gift, but rather specifically states that spending may include investment appreciation as well as principal.

**Spending Policy** - Funds generated from the investment of principal shall only be expended for operating costs incurred while engaging in programs directly related to the School's mission. Funds generated from the investment of principal include realized and unrealized appreciation as well as natural income from dividends, interest and realized gain.

With regard to donor-restricted endowments, the School respects and enforces the donor's restriction to preserve the historic gift value of the fund, and only allows for the expenditure of investment income in excess of the historical gift.

Permanently restricted net assets consist of the following at June 30, 2016 and 2015:

Patti L. Smith Endowment	\$	300,000
<b>Total permanently restricted net assets</b>	<b>\$</b>	<b>300,000</b>

The School classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. For the Patti L. Smith Endowment fund, the donor has stipulated that income will be distributed to the School annually, and be reported accordingly as unrestricted.

Activity of permanently restricted endowments during the year is as follows:

	2016	2015
Endowments at July 1	\$ 300,000	\$ 300,000
Investment income	8,123	6,108
Unrealized gains on investments	6,715	5,335
Allocation of investment income and unrealized gains to unrestricted net assets	(14,838)	(11,443)
<b>Endowments at June 30</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>



## Holy Comforter Episcopal School, Inc. Notes to Financial Statements

### NOTE 11 – PROGRAM AND SUPPORTING SERVICES

Total expenses per the Statement of Activities are allocated between program, management and general, and fundraising expenses as follows:

<i>Years ended June 30,</i>	<b>2016</b>	<b>2015</b>
Program	\$ 4,981,525	\$ 4,767,273
Management and general	1,790,754	1,698,982
Fundraising	71,211	80,998
<b>Total expenses</b>	<b>\$ 6,843,490</b>	<b>\$ 6,547,253</b>

### NOTE 12 – RETIREMENT PLAN

The School's retirement plan is a non-contributory plan available to all employees who work 30 hours a week or more. The school contributes 7% of the employees' gross salary on a monthly basis. Individual contracts are issued by TIAA-CREF to the employee in their name and the accounts are fully vested and owned by the employee from the time of issuance. Retirement plan expense totaled \$217,700 and \$203,939 for the years ended June 30, 2016 and 2015, respectively.

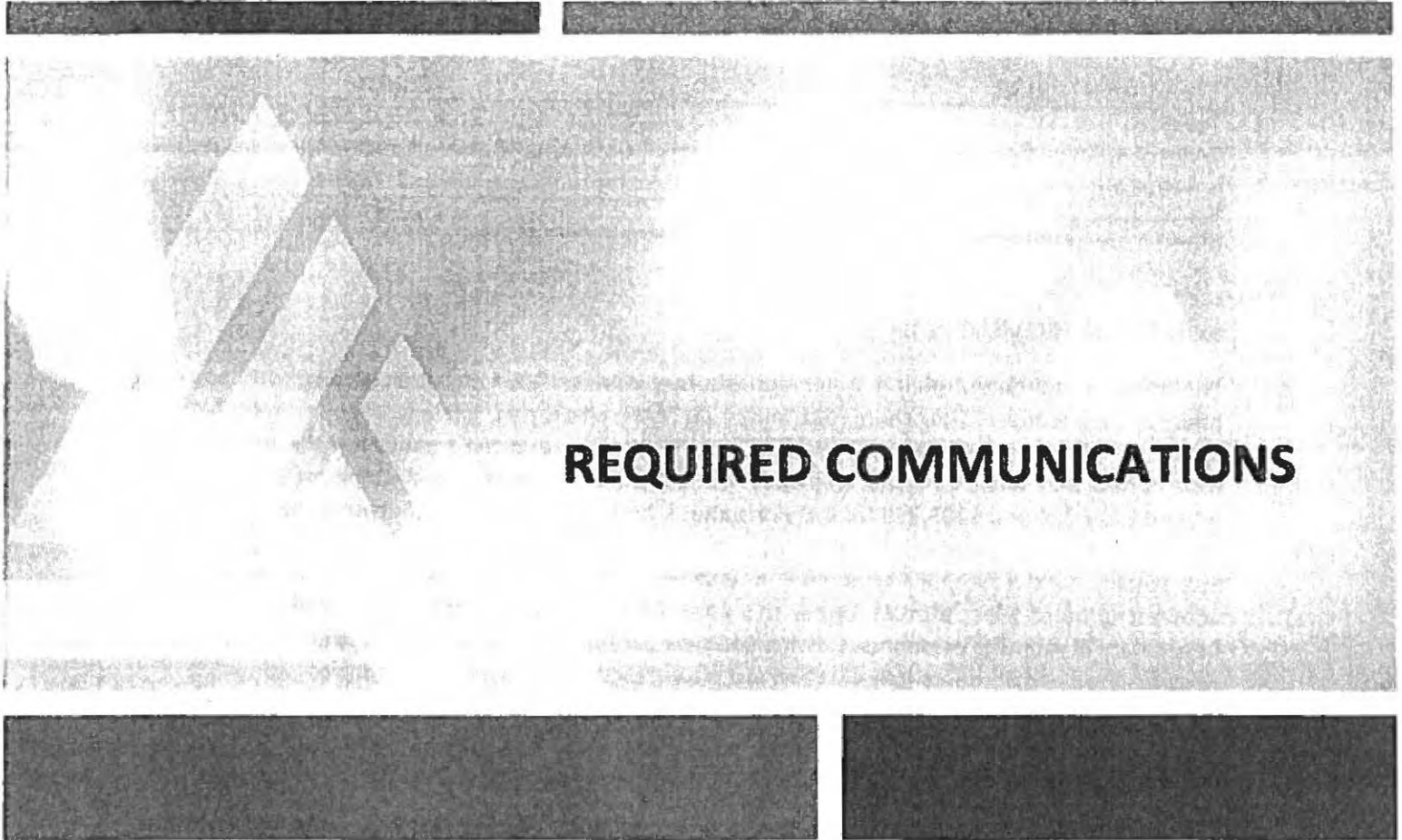
Subsequent to the School's year end, management changed providers of its retirement plan administration to Mass Mutual. Under this plan the School will contribute 7% of the employee's base salary in monthly payments. Existing and new accounts will be issued in the employee's name when created and accounts fully vest and are owned by the employee at the time of issuance.

### NOTE 13 – CAPITAL LEASE

The School has acquired certain computer equipment under non-cancellable lease agreements. The computer equipment is included in property under capital lease on the statements of financial position at a cost value of \$582,359 and \$515,865 for the years ended June 30, 2016 and 2015, respectively. Monthly payments of various amounts are required on the leases through October, 2018.

Future minimum lease payments due under this lease and the present value of those future minimum payments are as follows:

<i>Years ended June 30,</i>	
2017	\$ 116,973
2018	95,973
2019	26,641
<b>Total</b>	<b>239,587</b>
Less: amount representing interest	11,128
<b>Present value of future minimum lease payments</b>	<b>\$ 228,459</b>



## Required Communications

As discussed with the Board of Trustees and management during our planning process, our audit plan represented an approach responsive to the assessment of risk for Holy Comforter Episcopal School, Inc. Specifically, we planned and performed our audit to:

- Perform audit services, as requested by the Board of Trustees, in accordance with auditing standards generally accepted in the United States of America, in order to express an opinion on Holy Comforter Episcopal School, Inc.'s financial statements for the years ended June 30, 2016 and 2015;
- Communicate directly with the Board of Trustees and management regarding the results of our procedures;
- Address with the Board of Trustees and management any accounting and financial reporting issues;
- Anticipate and respond to concerns of the Board of Trustees and management; and
- Other audit-related projects as they arise and upon request.

## Required Communications

We have audited the financial statements of Holy Comforter Episcopal School, Inc. for the years ended June 30, 2016 and 2015, and have issued our report thereon dated November 1, 2016. Professional standards require that we provide you with the following information related to our audit:

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<b>Auditors' responsibility under Generally Accepted Auditing Standards</b>	<p>As stated in our engagement letter dated June 2, 2016, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP). Our audit of the financial statements does not relieve you or management of your responsibilities.</p> <p>As part of our audit, we considered the internal control of Holy Comforter Episcopal School, Inc. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.</p>
<b>Client's responsibility</b>	<p>Management, with oversight from those charged with governance, is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with the applicable framework. Management is responsible for the design and implementation of programs and controls to prevent and detect fraud.</p>
<b>Planned scope and timing of the audit</b>	<p>Our initial audit plan was not significantly altered during our fieldwork.</p>
<b>Management judgments and accounting estimates</b> <i>The process used by management in forming particularly sensitive accounting estimates and the basis for the auditor's conclusion regarding the reasonableness of those estimates.</i>	<p>Please see the following section titled "Accounting Policies, Judgments and Sensitive Estimates and CRI Comments on Quality."</p>
<b>Potential effect on the financial statements of any significant risks and exposures</b> <i>Major risks and exposures facing the School and how they are disclosed.</i>	<p>No such risks or exposures were noted.</p>

## Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<p><b>Significant accounting policies, including critical accounting policies and alternative treatments within generally accepted accounting principles and the auditors' judgment about the quality of accounting principles</b></p> <ul style="list-style-type: none"> <li><i>The initial selection of and changes in significant accounting policies or their application; methods used to account for significant unusual transactions; and effect of significant policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</i></li> <li><i>The auditor should also discuss the auditors' judgment about the quality, not just the acceptability, of the School's accounting policies as applied in its financial reporting. The discussion should include such matters as consistency of accounting policies and their application, and clarity and completeness of the financial statements, including disclosures. Critical accounting policies and practices applied by the School in its financial statements and our assessment of management's disclosures regarding such policies and practices (including any significant modifications to such disclosures proposed by us but rejected by management), the reasons why certain policies and practices are or are not considered critical, and how current and anticipated future events impact those determinations;</i></li> <li><i>Alternative treatments within GAAP for accounting policies and practices related to material items, including recognition, measurement, presentation and disclosure alternatives, that have been discussed with client management during the current audit period, the ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the auditor; furthermore, if the accounting policy selected by management is not the policy preferred by us, discuss the reasons why management selected that policy, the policy preferred by us, and the reason we preferred the other policy.</i></li> </ul>	<p>Please see Note 1 in the Notes to Financial Statements.</p>



## Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<b>Significant difficulties encountered in the audit</b> <i>Any significant difficulties, for example, unreasonable logistical constraints or lack of cooperation by management.</i>	None.
<b>Disagreements with management</b> <i>Disagreements, whether or not subsequently resolved, about matters significant to the financial statements or auditors' report. This does not include those that came about based on incomplete facts or preliminary information.</i>	None.
<b>Other findings or issues</b> <i>Matters significant to oversight of the financial reporting practices by those charged with governance. For example, an entity's failure to obtain the necessary type of audit, such as one under Government Auditing Standards, in addition to GAAS.</i>	None.
<b>Matters arising from the audit that were discussed with, or the subject of correspondence with, management</b> <i>Business conditions that might affect risk or discussions regarding accounting practices or application of auditing standards.</i>	None.
<b>Corrected and uncorrected misstatements</b> <i>All significant audit adjustments arising from the audit, whether or not recorded by the School, that could individually or in the aggregate have a significant effect on the financial statements. We should also inform the Board about uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented, that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Any internal control deficiencies that could have prevented the misstatements.</i>	Please see the following section titled "Summary of Audit Adjustments."
<b>Major issues discussed with management prior to retention</b> <i>Any major accounting, auditing or reporting issues discussed with management in connection with our initial or recurring retention.</i>	None.



## Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<b>Consultations with other accountants</b> <i>When management has consulted with other accountants about significant accounting or auditing matters.</i>	None of which we are aware.
<b>Written representations</b> <i>A description of the written representations the auditor requested (or a copy of the representation letter).</i>	See "Management Representation Letter" section.
<b>Internal control deficiencies</b> <i>Any significant deficiencies or material weaknesses in the design or operation of internal control that came to the auditors' attention during the audit.</i>	See "Internal Control Findings" section.
<b>Fraud and illegal acts</b> <i>Fraud involving senior management, the School Administrator or those responsible for internal controls, or causing a material misstatement of the financial statements, where the auditor determines there is evidence that such fraud may exist. Any illegal acts coming to the auditors' attention involving senior management and any other illegal acts, unless clearly inconsequential.</i>	We are unaware of any fraud or illegal acts involving management or causing material misstatement of the financial statements.
<b>Other information in documents containing audited financial statements</b> <i>The external auditors' responsibility for information in a document containing audited financial statements, as well as any procedures performed and the results.</i>	<p>Our responsibility related to documents (including annual reports, websites, etc.) containing the financial statements is to read the other information to consider whether:</p> <ul style="list-style-type: none"> <li>• Such information is materially inconsistent with the financial statements; and</li> <li>• We believe such information represents a material misstatement of fact.</li> </ul> <p>We have not been provided any such items to date and are unaware of any other documents that contain the audited financial statements.</p>

## Accounting Policies, Judgments and Sensitive Estimates & CRI Comments on Quality

We are required to communicate our judgments about the quality, not just the acceptability, of the School's accounting principles as applied in its financial reporting. We are also required to communicate critical accounting policies and sensitive accounting estimates. The Board may wish to monitor throughout the year the process used to compute and record these accounting estimates. The table below summarizes our communications regarding these matters.

AREA	ACCOUNTING POLICY	CRITICAL POLICY?	JUDGMENTS & SENSITIVE ESTIMATES	COMMENTS ON QUALITY OF ACCOUNTING POLICY & APPLICATION
Expenses	The School allocates expenses between program and supporting services as required by the AICPA Audit & Accounting Guide for Not-for-Profit Entities.	X	The School reports expenses based on its functional classification.  The allocation between program and supporting services is based on a combination of direct and indirect allocation of expenses. Indirect expenses are allocated between program and supporting services based on employee time records and square footage.	The School's allocation policies appear to be in accordance with the applicable accounting guidelines.
Asset, Liability, and Expense	The School periodically enters into capital lease agreements, which require estimates of the useful life of leased property and valuation of the leased property.	X	The School records a lease obligation that is reduced over the life of the lease agreement based on cash flows. The School also records an asset that is amortized over the estimated useful life of the leased property.	The School's policies appear to be in accordance with the applicable accounting guidelines.

**Accounting Policies, Judgments and Sensitive Estimates &  
CRI Comments on Quality  
(Continued)**

AREA	ACCOUNTING POLICY	CRITICAL POLICY?	JUDGMENTS & SENSITIVE ESTIMATES	COMMENTS ON QUALITY OF ACCOUNTING POLICY & APPLICATION
Investments	<p>Based on our procedures with respect to the School's investments, we noted that it appears the School accounts for investments in accordance with all applicable standards.</p> <p>The School follows the provisions of ASC 820, <i>Fair Value Measurements</i>, when reporting investments.</p>	X	<p>The School relies on valuations from its broker for 100% of the asset values.</p> <p>The allocation between levels 1-3 under ASC 820 is based on a detail management review of the underlying investments.</p>	The School's policies appear to be in accordance with all applicable accounting guidelines.

## Summary of Audit Adjustments

During the course of our audit, we accumulate differences between amounts recorded by Holy Comforter Episcopal School, Inc. and amounts that we believe are required to be recorded under GAAP. Those adjustments are either recorded (corrected) by the School or passed (uncorrected). There are no passed adjustments for the year ended June 30, 2016.

Account	Description	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>			
PBC - To agree depreciation and accumulated depreciation to management schedule.			
1599	Accumulated Depreciation	40,948.00	
9600	Depreciation		40,948.00
<b>Total</b>		<b>40,948.00</b>	<b>40,948.00</b>
<b>Adjusting Journal Entries JE # 2</b>			
PBC - To reclassify campaign funds received.			
9800	Uncollectible Pledges	25,000.00	
8011	Capital Campaign V		25,000.00
<b>Total</b>		<b>25,000.00</b>	<b>25,000.00</b>
<b>Adjusting Journal Entries JE # 4</b>			
PBC - To record payable for scient textbook adoption.			
2000	Accounts Payable	16,447.00	
5505	Instructional Supplies:Lower School IS:Building 4 Grades 3-5		16,447.00
<b>Total</b>		<b>16,447.00</b>	<b>16,447.00</b>
<b>Adjusting Journal Entries JE # 5</b>			
PBC - To writeoff uncollectable pledges per management schedule.			
9800	Uncollectible Pledges	10,600.00	
1305	Other Accounts Receivable:A/R CCIV		10,600.00
<b>Total</b>		<b>10,600.00</b>	<b>10,600.00</b>
<b>Adjusting Journal Entries JE # 6</b>			
PBC - To write off uncollectable tuition receivable per management prepared schedule.			
1341	Allowance for Uncollectible tuition	36,662.00	
9700	Bad Debt - tuition	27,183.00	
1301	Other Accounts Receivable:A/R Tuition		63,845.00
9700	Bad Debt - tuition		2.00
<b>Total</b>		<b>63,845.00</b>	<b>63,845.00</b>
<b>Adjusting Journal Entries JE # 7</b>			
To reclassify architect and engineering expenses incurred for proper classification.			
1519	Buildings:Construction in Progress	84,508.00	
5305	Buildings and Grounds:Flischmann Campus	90,426.00	
1516	Buildings:Building Improvements		119,959.00
1519	Buildings:Construction in Progress		24,975.00
15192	Buildings:Construction in Progress:CIP - MS building		30,000.00
<b>Total</b>		<b>174,934.00</b>	<b>174,934.00</b>

## **Summary of Audit Adjustments (Continued)**

### **QUALITATIVE MATERIALITY CONSIDERATIONS**

In evaluating the materiality of audit differences when they do arise, we consider both quantitative and qualitative factors, for example:

- Whether the difference arises from an item capable of precise measurement or whether it arises from an estimate, and, if so, the degree of imprecision inherent in the estimate.
- Whether the difference masks a change in earnings or other trends.
- Whether the difference changes a net decrease in assets to addition, or vice versa.
- Whether the difference concerns an area of the School's operating environment that has been identified as playing a significant role in the School's operations or viability.
- Whether the difference affects compliance with regulatory requirements.
- Whether the difference has the effect of increasing management's compensation – for example, by satisfying requirements for the award of bonuses or other forms of incentive compensation.
- Whether the difference involves concealment of an unlawful transaction.

## Summary of Audit Adjustments (Continued)

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 8</b>				
To record adjustment to accumulated depreciation expense to agree to client provided schedules.				
1599	Accumulated Depreciation		15,781.00	
8095	Gain / Loss on Asset Disposals		1,656.00	
1535	Furniture & Equipment			7,625.00
9600	Depreciation			9,812.00
<b>Total</b>			<u>17,437.00</u>	<u>17,437.00</u>
<b>Adjusting Journal Entries JE # 9</b>				
To reclassify investment adjustment to appropriate activity account				
4050	Interest Received		12,963.00	
8095	Gain / Loss on Asset Disposals			12,963.00
<b>Total</b>			<u>12,963.00</u>	<u>12,963.00</u>
<b>Adjusting Journal Entries JE # 10</b>				
To record adjustment to capital lease obligation per lease payment terms.				
5905	Technical:Computer Leases		9,210.00	
2801	Obligations under capital lease			9,210.00
<b>Total</b>			<u>9,210.00</u>	<u>9,210.00</u>
<b>Adjusting Journal Entries JE # 11</b>				
To record current portion of leased amortization expense.				
5905	Technical:Computer Leases		796.00	
9600	Depreciation		158,345.00	
1601	Property under capital lease			796.00
1602	Accumulated Amortization			158,345.00
<b>Total</b>			<u>159,141.00</u>	<u>159,141.00</u>
<b>Adjusting Journal Entries JE # 12</b>				
To reclassify negative allowance to current period bad debts.				
9800	Uncollectible Pledges		9,588.00	
1340	Allowance Uncollectible Pledges			9,588.00
<b>Total</b>			<u>9,588.00</u>	<u>9,588.00</u>
<b>Adjusting Journal Entries JE # 13</b>				
To establish an allowance for doubtful accounts based on the historical average of annual bad debt expense.				
9700	Bad Debt - tution		6,420.00	
9800	Uncollectible Pledges		6,801.00	
1340	Allowance Uncollectible Pledges			6,801.00
1341	Allowance for Uncollectible tution			6,420.00
<b>Total</b>			<u>13,221.00</u>	<u>13,221.00</u>
<b>Adjusting Journal Entries JE # 14</b>				
To write off pledges receivable for balances not confirmed per management's decision.				
9800	Uncollectible Pledges		10,900.00	
1305	Other Accounts Receivable:AR CCIV			10,900.00
<b>Total</b>			<u>10,900.00</u>	<u>10,900.00</u>



## Management Representation Letter



HOLY COMFORTER  
EPISCOPAL SCHOOL  
(Holy Comforter Letterhead)

November 1, 2016

Carr, Riggs & Ingram, Inc  
1713 Mahan Drive  
Tallahassee, FL 32308

This representation letter is provided in connection with your audit of the financial statements of Holy Comforter Episcopal School, Inc., which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of November 1, 2016, the following representations made to you during your audit:

### Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated May 24, 2016, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- 8) We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the Organization's accounts. In this case, no representation about uncorrected misstatements is necessary.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Material concentrations have been appropriately disclosed in accordance with U.S. GAAP.
- 11) Guarantees, whether written or oral, under which the Organization is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.



## **INTERNAL CONTROL RECOMMENDATIONS**

## Management Representation Letter

Holy Comforter Episcopal School, Inc  
Page 2

### Information Provided

12) We have provided you with:

- a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters
- b) Additional information that you have requested from us for the purpose of the audit.
- c) Unrestricted access to persons within the Organization from whom you determined it necessary to obtain audit evidence.
- d) Minutes of the meetings of the governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.

13) All material transactions have been recorded in the accounting records and are reflected in the financial statements.

14) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

15) We have no knowledge of any fraud or suspected fraud that affects the Organization and involves:

- a) Management,
- b) Employees who have significant roles in internal control, or
- c) Others where the fraud could have a material effect on the financial statements.

16) We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's financial statements communicated by employees, former employees, grantors, regulators, or others.

17) We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.

18) We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

19) We have disclosed to you the identity of the Organization's related parties and all the related-party relationships and transactions of which we are aware.

20) The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral

21) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us.

22) Holy Comforter Episcopal School, Inc. is an exempt organization under Section 501(c)3 of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date.

23) In regard to the preparation of financial statement services performed by you, we have—

- a) Assumed all management responsibilities
- b) Designated Chrisy Scarlett, Director of Finance and Operations who has suitable skill, knowledge, or experience to oversee the services.
- c) Evaluated the adequacy and results of the services performed.
- d) Accepted responsibility for the results of the services

Signature:

*Chrisy Scarlett*

Title:

*Director of Finance Operations*

## Internal Control Findings

The Board of Trustees and Management of  
Holy Comforter Episcopal School, Inc.

In planning and performing our audit of the financial statements of Holy Comforter Episcopal School, Inc. as of and for the years ended June 30, 2016 and 2015 in accordance with auditing standards generally accepted in the United States of America, we considered Holy Comforter Episcopal School, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Holy Comforter Episcopal School, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Holy Comforter Episcopal School, Inc.'s internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We consider the following deficiencies in Holy Comforter Episcopal School, Inc.'s internal control on the following schedule to be material weaknesses in internal controls as it relates to the preparation of financial statements.

This communication is intended solely for the information and use of management and Board of Trustees, and is not intended to be, and should not be, used by anyone other than these specified parties.

*Carr, Riggs & Ingram, L.L.C.*  
CARR, RIGGS & INGRAM, LLC

Tallahassee, Florida  
November 1, 2016

## Internal Controls

The following legend should be used in conjunction with reviewing the "Rating" of each of the identified internal control items:

<b>IP =</b> <b>Improvement Point</b>	<b>D =</b> <b>Control Deficiency</b>	<b>SD =</b> <b>Significant Deficiency</b>	<b>MW =</b> <b>Material Weakness</b>
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ITEM	RATING	AREA	ITEM NOTED	SUGGESTION	MANAGEMENT ACTION
1	MW	Reporting	During our audit, we proposed various entries in order for the financial statements to be fairly stated in accordance with GAAP.  Management relies on us to prepare the financial statements and related note disclosures.	Management should review the adjustments made by us during the audit, and include them in the year end closeout procedures in future years.	Management believes the policy stated in the Item Noted column is the most cost-effective approach to prepare the annual financial statements in accordance with GAAP, since the School does not employ a certified public accountant.
2	MW	Assets Liabilities Expense	During the audit we identified misstatements relating to the amortization of capital lease assets.	We recommend management establish a procedure to record and reconcile capital lease activity throughout the year.	Management has reviewed the results of the finding noted and concurs with the assessment of the issues identified.  Management will design a new procedure calculate and record the annual amortization of capital lease assets.



**Holy Comforter Episcopal  
School, Inc.**

**FINANCIAL STATEMENTS**

**June 30, 2015 and 2014**







Carr, Riggs & Ingram, LLC  
1713 Mahan Drive  
Tallahassee, FL 32308

(850) 878-8777  
(850) 878-2344 (fax)  
[www.cricpa.com](http://www.cricpa.com)

October 8, 2015

The Board of Trustees  
Holy Comforter Episcopal School, Inc.  
Tallahassee, Florida

We are pleased to present the results of our audit of the 2015 financial statements of Holy Comforter Episcopal School, Inc.

This report to the Board of Trustees and management summarizes our audit, the report issued and various analyses and observations related to Holy Comforter Episcopal School, Inc.'s accounting and reporting. The document also contains the communications required by our professional standards.

Our GAAP audit was designed, primarily, to express an opinion on Holy Comforter Episcopal School, Inc.'s 2015 financial statements. We considered Holy Comforter Episcopal School, Inc.'s current and emerging business needs, along with an assessment of risks that could materially affect the financial statements, and aligned our audit procedures accordingly. We conducted the audit with the objectivity and independence that you expect. We received the full support and assistance of Holy Comforter Episcopal School, Inc. personnel.

At Carr, Riggs & Ingram, LLC (CRI), we are continually evaluating the quality of our professionals' work in order to deliver audit services of the highest quality that will meet or exceed your expectations. We encourage you to provide any feedback you believe is appropriate to ensure that we do not overlook a single detail as it relates to the quality of our services.

This report is intended solely for the information and use of the Board of Trustees, management and others within Holy Comforter Episcopal School, Inc. and should not be used by anyone other than these specified parties.

We appreciate this opportunity to work with you. If you have any questions or comments, please contact me at 850-878-8777 or [mwhitney@cricpa.com](mailto:mwhitney@cricpa.com).

Very truly yours,

A handwritten signature in cursive script that reads "Michael T. Whitney".

Michael T. Whitney  
Partner-In-Charge

**Holy Comforter Episcopal School, Inc.**  
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**REPORT**



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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Trustees  
Holy Comforter Episcopal School, Inc.

We have audited the accompanying financial statements of Holy Comforter Episcopal School, Inc., which comprise the statement of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Holy Comforter Episcopal School, Inc. as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

October 8, 2015





Holy Comforter Episcopal School, Inc.  
Statements of Financial Position

June 30,	2015	2014
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 1,923,456	\$ 2,077,836
Certificates of deposit	629,049	628,087
Accounts receivable, net	97,988	114,357
Pledges receivable, net	133,654	297,597
Investment in 1-1 leases	8,109	-
Prepaid expenses	141,266	146,107
<b>Total current assets</b>	<b>2,933,522</b>	<b>3,263,984</b>
<b>Property and equipment</b>		
Furniture and equipment	1,266,185	1,147,226
Buildings	14,160,188	13,838,514
Less accumulated depreciation	(4,897,393)	(4,385,711)
<b>Total depreciable property and equipment, net</b>	<b>10,528,980</b>	<b>10,600,029</b>
Land	2,342,739	2,340,664
<b>Total property and equipment, net</b>	<b>12,871,719</b>	<b>12,940,693</b>
<b>Property under capital lease</b>		
Office equipment	515,865	309,684
Less accumulated amortization	(310,959)	(174,779)
<b>Total property under capital lease, net</b>	<b>204,906</b>	<b>134,905</b>
<b>Other assets</b>		
Noncurrent pledges receivable, net	115,228	122,081
Construction in progress	-	60,000
Investments	373,209	367,874
Noncurrent investment in 1-1 leases	20,571	-
<b>Total other assets</b>	<b>509,008</b>	<b>549,955</b>
<b>Total assets</b>	<b>\$ 16,519,155</b>	<b>\$ 16,889,537</b>

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

Holy Comforter Episcopal School, Inc.  
Statements of Financial Position  
(Continued)

June 30,	2015	2014
<b>Liabilities and Net Assets</b>		
Current liabilities		
Accounts payable	\$ 1,491	\$ 6,529
Deferred revenue	1,789,337	1,655,906
Notes payable - current portion	177,090	536,282
Capital lease obligation - current portion	83,342	39,027
Total current liabilities	2,051,260	2,237,744
Long-term liabilities		
Notes payable - noncurrent	2,531,564	2,707,437
Capital lease obligation - noncurrent	153,160	29,393
Total long-term liabilities	2,684,724	2,736,830
Total liabilities	4,735,984	4,974,574
Net assets		
Unrestricted	10,994,039	10,992,798
Temporarily restricted	489,132	622,165
Permanently restricted	300,000	300,000
Total net assets	11,783,171	11,914,963
Total liabilities and net assets	\$ 16,519,155	\$ 16,889,537

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

Holy Comforter Episcopal School, Inc.  
Statements of Activities

<i>Years ended June 30,</i>	2015	2014
<b>Unrestricted Net Assets</b>		
<b>Revenue and support</b>		
Tuition	\$ 5,217,437	\$ 4,988,116
Special programs	456,388	417,818
Other revenue	336,933	396,363
Interest and investment income	11,443	40,269
Loss on disposal of property and equipment	-	(64,461)
Net assets released from restrictions	526,293	600,448
<b>Total revenue and support</b>	<b>6,548,494</b>	<b>6,378,553</b>
<b>Expenses</b>		
Salaries and payroll tax	3,829,392	3,703,461
Depreciation and amortization	647,862	553,333
General and administrative	496,172	591,762
Insurance	384,823	395,154
Repairs and maintenance	271,136	219,980
Pension	203,939	217,605
School programs	164,795	148,847
Instructional supplies	129,036	141,074
Special events	82,875	55,773
Fundraising	80,998	67,073
Interest	71,536	90,084
Professional fees	62,418	46,735
Parents association	53,518	50,227
Accounting and legal	42,190	38,436
Other expenses	26,563	18,747
<b>Total expenses</b>	<b>6,547,253</b>	<b>6,338,291</b>
<b>Change in net assets - unrestricted</b>	<b>1,241</b>	<b>40,262</b>
<b>Beginning net assets - unrestricted</b>	<b>10,992,798</b>	<b>10,952,536</b>
<b>Ending net assets - unrestricted</b>	<b>10,994,039</b>	<b>10,992,798</b>
<b>Temporarily Restricted Net Assets</b>		
School programs	339,919	285,680
Parents association	53,341	48,159
Net assets released from restrictions	(526,293)	(600,448)
<b>Change in net assets - temporarily restricted</b>	<b>(133,033)</b>	<b>(266,609)</b>
<b>Beginning net assets - temporarily restricted</b>	<b>622,165</b>	<b>888,774</b>
<b>Ending net assets - temporarily restricted</b>	<b>489,132</b>	<b>622,165</b>
<b>Permanently Restricted Net Assets</b>		
<b>Beginning net assets - permanently restricted</b>	<b>300,000</b>	<b>300,000</b>
<b>Ending net assets - permanently restricted</b>	<b>300,000</b>	<b>300,000</b>
<b>Ending total net assets</b>	<b>\$ 11,783,171</b>	<b>\$ 11,914,963</b>

*The accompanying notes are an integral part of these financial statements.*

Holy Comforter Episcopal School, Inc.  
Statements of Cash Flows

<i>Years ended June 30,</i>	2015	2014
<b>Cash flows from operating activities</b>		
Change in net assets	\$ (131,792)	\$ (226,347)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Bad debts	55,291	120,590
Depreciation and amortization	647,862	553,333
Unrealized gain on investments	(5,335)	(21,770)
Loss on sale of assets	-	64,461
(Increase) decrease in:		
Accounts and note receivable	(25,922)	(1,461)
Pledges receivable	157,796	200,280
Prepaid expenses	4,841	(25,598)
Increase (decrease) in:		
Accounts payable	(5,038)	815
Deferred revenue	133,431	166,579
Net cash provided by operating activities	831,134	830,882
<b>Cash flows from investing activities</b>		
Purchase of property and equipment	(382,708)	(121,013)
Payment on construction in process	-	(60,000)
(Purchase of) proceeds from certificates of deposit	(962)	479,575
Net cash (used in) provided by investing activities	(383,670)	298,562
<b>Cash flows from financing activities</b>		
Payments on capital lease obligations	(66,779)	(54,588)
Principal payments on long-term notes payable	(535,065)	(535,292)
Net cash used by financing activities	(601,844)	(589,880)
Net (decrease) increase in cash and cash equivalents	(154,380)	539,564
Beginning cash and cash equivalents	2,077,836	1,538,272
Ending cash and cash equivalents	\$ 1,923,456	\$ 2,077,836
<b>Supplemental information:</b>		
Cash paid during the year for interest	\$ 71,536	\$ 90,084

*The accompanying notes are an integral part of these financial statements.*

**Holy Comforter Episcopal School, Inc.**  
**Notes to Financial Statements**

**NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Holy Comforter Episcopal School, Inc. ("the School") is a Florida not-for-profit organization. The School was incorporated November 18, 2001, for the purpose of operating a tax-exempt, not-for-profit school that provides a Christian environment for quality education, within the Anglican tradition. The School seeks to support the moral development of each student through the integration of school, home, church, and community.

***Revenue Recognition and Deferred Revenue***

Tuition revenue is recognized in the School year for which the associated educational services are provided. Tuition received in advance is reported as deferred revenue, and subsequently recognized as revenue in the School year for which it is intended.

Contributions, including unconditional promises to give, are recognized at their fair value when received or promised. Contributions are recorded as unrestricted, temporarily restricted, or permanently restricted revenues, depending on the existence and/or nature of any donor restrictions. Restricted contributions released in the same year as received are reported as unrestricted.

Revenue that is restricted by the donor is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

***Accounts and Pledges Receivable***

Accounts and pledges receivable are stated at amounts management expects to collect from balances outstanding at year-end. Management determines the allowance for doubtful accounts based on factors including experience and the current economic environment. All known uncollectible amounts have been written off upon determination of such status.

***Investments in 1-1 Program Leases***

The School's leasing operations consist of leasing computer equipment under direct financing leases expiring in various years through 2017. As the School provides the leasing program to benefit its students, no interest from financing is built into the lease payments and all future cash flows will directly reduce the recorded investment in 1-1 leases.

***Property and Equipment***

Property and equipment are recorded at cost for purchased items and fair market value for contributed items. Items with a value of or costing over \$500 are capitalized and depreciated, using the straight line method, over their estimated useful lives. Furnishings and equipment are depreciated over 4 to 10 years and buildings over 40 years.



Holy Comforter Episcopal School, Inc.  
Notes to Financial Statements

**NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
**(Continued)**

***Property and Equipment (Continued)***

The School leases certain computer equipment over various years. Management amortizes equipment held under capital using the straight line method, over their estimated useful life. Leased computer equipment is amortized over 3 years.

***Income Taxes***

The Internal Revenue Service has determined the School is exempt from income tax under Code section 501(a) of the Internal Revenue Code as a School described in section 501(c)(3). The final ruling by the Internal Revenue Service dated November 12, 2002 stated that the School is not a private foundation within the meaning of section 501(a) of the Code.

***Use of Estimates***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Cash and Cash Equivalents***

For the purpose of the statement of cash flows, the School considers all highly liquid investments available for current use with a maturity of three months or less to be cash equivalents.

***Investments***

The School reports investments in marketable securities with readily determinable fair values at their fair market value in the statements of financial position. Unrealized gains and losses from changes in the fair value of investments are reported in interest and investment income on the statements of activities.

***Compensated Absences***

The School provides vacation and sick leave benefits to all its full time employees as specified in its personnel policies. No liability has been recognized for compensated absences because management has determined the amount is immaterial to the financial statements taken as a whole.

***Subsequent Events***

Subsequent events have been evaluated through the date of the independent auditors' report which is the date the statements were available to be issued.

***Reclassifications***

Certain reclassifications were made within the financial statements as of and for the year ended June 30, 2014 to conform to the 2015 presentation.



**Holy Comforter Episcopal School, Inc.**  
**Notes to Financial Statements**

**NOTE 2 – CONCENTRATION OF CREDIT RISK**

The School maintains its cash in financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The school currently has deposits in excess of insured limits.

**NOTE 3 – ACCOUNTS RECEIVABLE**

Accounts receivable consist of tuition payments receivable at June 30, for the completed school year. Management established an allowance for doubtful accounts based on historical collection efforts and accounts written off. Accounts receivable, net consists of the following:

<i>June 30,</i>	2015	2014
Accounts receivable	\$ 134,648	\$ 114,357
Less: allowance for uncollectible receivables	(36,660)	-
Accounts receivable, net	\$ 97,988	\$ 114,357

Bad debts expense related to accounts receivable totaled \$42,291 and \$13,638 for the fiscal years ended June 30, 2015 and 2014, respectively.

**NOTE 4 – PLEDGES RECEIVABLE**

Pledges receivable are documented promises to contribute to the School's Capital Campaign IV – Building/Construction. Management evaluates pledges receivable on a periodic basis and updates the allowance for uncollectable pledges as considered necessary. Management writes off pledges it has directly identified as uncollectable. The net balance of pledges receivable consist of the following:

<i>June 30,</i>	2015		2014	
	Current	Noncurrent	Current	Noncurrent
Pledges receivable	\$ 133,654	\$ 137,840	\$ 297,597	\$ 182,081
Less: allowance for uncollectible pledges	-	(22,612)	-	(60,000)
Pledges receivable, net	\$ 133,654	\$ 115,228	\$ 297,597	\$ 122,081

Bad debts expense related to pledges receivable totaled \$13,000 and \$106,952 for the years ended June 30, 2015 and 2014, respectively.

**NOTE 5 – INVESTMENTS**

Investments consist of the following:

<i>June 30,</i>	2015		2014	
	Cost	FMV	Cost	FMV
Mutual funds-fixed income securities	\$ 226,639	\$ 224,142	\$ 226,129	\$ 231,045
Mutual funds-equity securities	79,459	127,109	69,459	114,847
Mutual funds-REIT	9,023	21,958	9,023	21,982
Total	\$ 315,121	\$ 373,209	\$ 304,611	\$ 367,874

## Holy Comforter Episcopal School, Inc. Notes to Financial Statements

### NOTE 5 – INVESTMENTS (Continued)

FASB ASC 820, *Fair Value Measurements and Disclosures*, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 – Quoted prices in active markets for identical assets or liabilities.

Level 2 – Significant other observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from services independent of the reporting entity.

Level 3 – Significant unobservable inputs.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair values of investments measured on a recurring basis:

<i>June 30, 2015</i>	Fair Value	Level 1	Level 2	Level 3
Mutual funds-fixed income securities	\$ 224,142	\$ 224,142	\$ -	\$ -
Mutual funds-equity securities	127,109	127,109	-	-
Mutual funds-REIT	21,958	-	21,958	-
<b>Total</b>	<b>\$ 373,209</b>	<b>\$ 351,251</b>	<b>\$ 21,958</b>	<b>\$ -</b>

<i>June 30, 2014</i>	Fair Value	Level 1	Level 2	Level 3
Mutual funds-fixed income securities	\$ 231,045	\$ 230,829	\$ -	\$ -
Mutual funds-equity securities	114,847	114,847	-	-
Mutual funds-REIT	21,982	-	21,982	-
<b>Total</b>	<b>\$ 367,874</b>	<b>\$ 345,676</b>	<b>\$ 21,982</b>	<b>\$ -</b>

Unrealized gains totaled \$5,335 and \$21,770 for the years ended June 30, 2015 and 2014, respectively.

### NOTE 6 – INVESTMENT IN 1-1 PROGRAM LEASES

The School leases computer equipment to students through its 1-1 program. Students have the option of paying 100% of the cost up front or monthly along with the student's tuition program. Payments of various amounts are required on leases through June of 2017. Future minimum lease payments due under 1-1 lease agreements are as follows:

Holy Comforter Episcopal School, Inc.  
Notes to Financial Statements

**NOTE 6 – INVESTMENT IN 1-1 PROGRAM LEASES (Continued)**

<i>Years ended June 30,</i>	
2016	\$ 8,109
2017	20,571
Total future minimum lease payments	\$ 28,680

**NOTE 7 – DEFERRED REVENUE**

Deferred revenue consists of prepaid tuition and prepaid tuition insurance coverage applicable to the ensuing school year.

**NOTE 8 – NOTES PAYABLE**

On December 19, 2001 Leon County, Florida issued \$4,400,000 of Leon County, Florida Educational Facilities Revenue Bond, Series 2001 (Holy Comforter Episcopal School, Inc. Project) to pay for construction of Phase III of campus buildings. The bondholder, under an assignment agreement, is Capital City Bank of Tallahassee, Florida. Payments of principal and interest at 2.24% per annum under the related note and assignment agreement are required in the amount of \$19,745 per month with a maturity date of December 10, 2027. The School's real property and an unconditional guaranty by The Episcopal Church in the Diocese of Florida, Inc. serves as collateral for the bond issue with land and real property having a net book value of \$12,457,041 at June 30, 2015.

On October 18, 2011 the School executed a promissory note with Hancock Bank, Tallahassee, Florida, for a maximum amount of \$1,750,000 to be used for construction costs. Loan proceeds were drawn as necessary to meet construction cash flow needs. The note was collateralized by property and equipment. The note carried an interest rate of 4.12% with monthly principal and interest due. The outstanding balance of this note was paid in full during the year ended June 30, 2015.

Notes payable consisted of the following:

<i>June 30,</i>	<b>2015</b>	<b>2014</b>
Bond payable to Capital City Bank	\$ 2,708,654	\$ 2,881,926
Note payable to Hancock Bank	-	361,793
Total notes payable	2,708,654	3,243,719
Less current portion	177,090	536,282
Notes payable - noncurrent	\$ 2,531,564	\$ 2,707,437

Holy Comforter Episcopal School, Inc.  
Notes to Financial Statements

**NOTE 8 – NOTES PAYABLE (Continued)**

Estimated maturities of notes payable for the next five years are as follows:

<i>Years ending June 30,</i>	
2016	\$ 177,090
2017	182,551
2018	186,604
2019	190,827
2020	195,088
Thereafter	1,776,494
<b>Total</b>	<b>\$ 2,708,654</b>

Interest expense totaled \$71,536 and \$90,084 for the years ended June 30, 2015 and 2014, respectively.

**NOTE 9 – TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets consist of assets restricted by donors to be used for a specified purpose or for a future time period. Net assets are released from temporary restriction when the assets are used for the purpose intended by the donor or when a time restriction expires. Pledges receivable which will be collected in a future time period are included in temporarily restricted net assets.

Temporarily restricted net assets consist of the following:

<i>June 30,</i>	<b>2015</b>	<b>2014</b>
Purpose restrictions:		
Maintenance and capital replacement	\$ 166,822	\$ 97,155
Boosters	7,088	7,298
Other purpose restrictions	43,728	38,034
Total purpose restricted net assets	217,638	142,487
Time restrictions:		
Capital campaign pledges receivable	271,494	479,678
<b>Total temporarily restricted net assets</b>	<b>\$ 489,132</b>	<b>\$ 622,165</b>

**NOTE 10 – PERMANENTLY RESTRICTED NET ASSETS**

The School's endowment consists of a donor-restricted fund. As required by generally accepted accounting principles, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

Holy Comforter Episcopal School, Inc.  
Notes to Financial Statements

**NOTE 10 – PERMANENTLY RESTRICTED NET ASSETS (Continued)**

**Interpretation of Relevant Law** - The School is governed by Florida Statute Chapter 617.2104 - *Florida Uniform Prudent Management of Institutional Funds Act*. The Uniform Prudent Management of Institutional Funds Act (UPMIFA) was enacted in the State of Florida during the 2011 legislative session and has an effective date of July 1, 2012. Unless a donor imposes a restriction to the contrary, all endowment funds at the School adhere to the spending policy adopted by the School's Board of Trustees. Florida Statute does not require preservation of the fair value of the original gift, but rather specifically states that spending may include investment appreciation as well as principal.

**Spending Policy** - Funds generated from the investment of principal shall only be expended for operating costs incurred while engaging in programs directly related to the School's mission. Funds generated from the investment of principal include realized and unrealized appreciation as well as natural income from dividends, interest and realized gain.

With regard to donor-restricted endowments, the School respects and enforces the donor's restriction to preserve the historic gift value of the fund, and only allows for the expenditure of investment income in excess of the historical gift.

Permanently restricted net assets consist of the following at June 30, 2015 and 2014:

Patti L. Smith Endowment	\$ 300,000
<b>Total permanently restricted net assets</b>	<b>\$ 300,000</b>

The School classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. For the Patti L. Smith Endowment fund, the donor has stipulated that income will be distributed to the School annually, and be reported accordingly as unrestricted.

Activity of permanently restricted endowments during the year is as follows:

	2015	2014
Endowments at July 1	\$ 300,000	\$ 300,000
Investment income	6,108	18,499
Unrealized gains on investments	5,335	21,770
Allocation of investment income and unrealized gains to unrestricted net assets	(11,443)	(40,269)
<b>Endowments at June 30</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>



Holy Comforter Episcopal School, Inc.  
Notes to Financial Statements

**NOTE 11 – PROGRAM AND SUPPORTING SERVICES**

Total expenses per the Statement of Activities are allocated between program, management and general, and fundraising expenses as follows:

<i>Years ended June 30,</i>	<b>2015</b>	<b>2014</b>
Program	\$ 4,767,273	\$ 4,551,816
Management and general	1,698,982	1,719,402
Fundraising	80,998	67,073
<b>Total expenses</b>	<b>\$ 6,547,253</b>	<b>\$ 6,338,291</b>

**NOTE 12 – RETIREMENT PLAN**

The School's retirement plan is a non-contributory plan available to all employees who work 30 hours a week or more. The school contributes 7% of the employees' gross salary on a monthly basis. Individual contracts are issued by TIAA-CREF to the employee in their name and the accounts are fully vested and owned by the employee from the time of issuance. Retirement plan expense totaled \$203,939 and \$217,605 for the years ended June 30, 2015 and 2014, respectively.

Subsequent to the School's year end, management changed providers of its retirement plan administration to Mass Mutual. Under this plan the School will contribute 7% of the employee's base salary in monthly payments. Existing and new accounts will be issued in the employee's name when created and accounts fully vest and are owned by the employee at the time of issuance.

**NOTE 13 – CAPITAL LEASE**

The School has acquired certain computer equipment under non-cancellable lease agreements. The computer equipment is included in property under capital lease on the statements of financial position at a cost value of \$515,865 and \$309,684 for the years ended June 30, 2015 and 2014, respectively. Monthly payments of various amounts are required on the leases through October, 2018.

Future minimum lease payments due under this lease and the present value of those future minimum payments are as follows:

<i>Years ended June 30,</i>	
2016	\$ 90,331
2017	90,331
2018	69,331
<b>Total</b>	<b>249,993</b>
Less amount representing interest	(13,491)
<b>Present value of future minimum lease payments</b>	<b>\$ 236,502</b>





## REQUIRED COMMUNICATIONS

## Required Communications

As discussed with the Board of Trustees and management during our planning process, our audit plan represented an approach responsive to the assessment of risk for Holy Comforter Episcopal School, Inc. Specifically, we planned and performed our audit to:

- Perform audit services, as requested by the Board of Trustees, in accordance with auditing standards generally accepted in the United States of America, in order to express an opinion on Holy Comforter Episcopal School, Inc.'s financial statements for the years ended June 30, 2015 and 2014;
- Communicate directly with the Board of Trustees and management regarding the results of our procedures;
- Address with the Board of Trustees and management any accounting and financial reporting issues;
- Anticipate and respond to concerns of the Board of Trustees and management; and
- Other audit-related projects as they arise and upon request.

## Required Communications

We have audited the financial statements of Holy Comforter Episcopal School, Inc. for the years ended June 30, 2015 and 2014, and have issued our report thereon dated October 8, 2015. Professional standards require that we provide you with the following information related to our audit:

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<b>Auditors' responsibility under Generally Accepted Auditing Standards</b>	<p>As stated in our engagement letter dated June 8, 2015, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP). Our audit of the financial statements does not relieve you or management of your responsibilities.</p> <p>As part of our audit, we considered the internal control of Holy Comforter Episcopal School, Inc. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.</p>
<b>Client's responsibility</b>	<p>Management, with oversight from those charged with governance, is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with the applicable framework. Management is responsible for the design and implementation of programs and controls to prevent and detect fraud.</p>
<b>Planned scope and timing of the audit</b>	<p>Our initial audit plan was not significantly altered during our fieldwork.</p>
<b>Management judgments and accounting estimates</b> <i>The process used by management in forming particularly sensitive accounting estimates and the basis for the auditor's conclusion regarding the reasonableness of those estimates.</i>	<p>Please see the following section titled "Accounting Policies, Judgments and Sensitive Estimates and CRI Comments on Quality."</p>
<b>Potential effect on the financial statements of any significant risks and exposures</b> <i>Major risks and exposures facing the School and how they are disclosed.</i>	<p>No such risks or exposures were noted.</p>

## Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<p><b>Significant accounting policies, including critical accounting policies and alternative treatments within generally accepted accounting principles and the auditors' judgment about the quality of accounting principles</b></p> <ul style="list-style-type: none"> <li><i>The initial selection of and changes in significant accounting policies or their application; methods used to account for significant unusual transactions; and effect of significant policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</i></li> <li><i>The auditor should also discuss the auditors' judgment about the quality, not just the acceptability, of the School's accounting policies as applied in its financial reporting. The discussion should include such matters as consistency of accounting policies and their application, and clarity and completeness of the financial statements, including disclosures. Critical accounting policies and practices applied by the School in its financial statements and our assessment of management's disclosures regarding such policies and practices (including any significant modifications to such disclosures proposed by us but rejected by management), the reasons why certain policies and practices are or are not considered critical, and how current and anticipated future events impact those determinations;</i></li> <li><i>Alternative treatments within GAAP for accounting policies and practices related to material items, including recognition, measurement, presentation and disclosure alternatives, that have been discussed with client management during the current audit period, the ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the auditor; Furthermore, if the accounting policy selected by management is not the policy preferred by us, discuss the reasons why management selected that policy, the policy preferred by us, and the reason we preferred the other policy.</i></li> </ul>	<p>Please see Note 1 in the Notes to Financial Statements.</p>

## Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<b>Significant difficulties encountered in the audit</b> <i>Any significant difficulties, for example, unreasonable logistical constraints or lack of cooperation by management.</i>	None.
<b>Disagreements with management</b> <i>Disagreements, whether or not subsequently resolved, about matters significant to the financial statements or auditors' report. This does not include those that came about based on incomplete facts or preliminary information.</i>	None.
<b>Other findings or issues</b> <i>Matters significant to oversight of the financial reporting practices by those charged with governance. For example, an entity's failure to obtain the necessary type of audit, such as one under Government Auditing Standards, in addition to GAAS.</i>	None.
<b>Matters arising from the audit that were discussed with, or the subject of correspondence with, management</b> <i>Business conditions that might affect risk or discussions regarding accounting practices or application of auditing standards.</i>	None.
<b>Corrected and uncorrected misstatements</b> <i>All significant audit adjustments arising from the audit, whether or not recorded by the School, that could individually or in the aggregate have a significant effect on the financial statements. We should also inform the Board about uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented, that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Any internal control deficiencies that could have prevented the misstatements.</i>	Please see the following section titled "Summary of Audit Adjustments."
<b>Major issues discussed with management prior to retention</b> <i>Any major accounting, auditing or reporting issues discussed with management in connection with our initial or recurring retention.</i>	None.

## Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<b>Consultations with other accountants</b> <i>When management has consulted with other accountants about significant accounting or auditing matters.</i>	None of which we are aware.
<b>Written representations</b> <i>A description of the written representations the auditor requested (or a copy of the representation letter).</i>	See "Management Representation Letter" section.
<b>Internal control deficiencies</b> <i>Any significant deficiencies or material weaknesses in the design or operation of internal control that came to the auditors' attention during the audit.</i>	See "Internal Control Findings" section.
<b>Fraud and illegal acts</b> <i>Fraud involving senior management, the School Administrator or those responsible for internal controls, or causing a material misstatement of the financial statements, where the auditor determines there is evidence that such fraud may exist. Any illegal acts coming to the auditors' attention involving senior management and any other illegal acts, unless clearly inconsequential.</i>	We are unaware of any fraud or illegal acts involving management or causing material misstatement of the financial statements.
<b>Other information in documents containing audited financial statements</b> <i>The external auditors' responsibility for information in a document containing audited financial statements, as well as any procedures performed and the results.</i>	<p>Our responsibility related to documents (including annual reports, websites, etc.) containing the financial statements is to read the other information to consider whether:</p> <ul style="list-style-type: none"> <li>• Such information is materially inconsistent with the financial statements; and</li> <li>• We believe such information represents a material misstatement of fact.</li> </ul> <p>We have not been provided any such items to date and are unaware of any other documents that contain the audited financial statements.</p>



## Accounting Policies, Judgments and Sensitive Estimates & CRI Comments on Quality

We are required to communicate our judgments about the quality, not just the acceptability, of the School's accounting principles as applied in its financial reporting. We are also required to communicate critical accounting policies and sensitive accounting estimates. The Board may wish to monitor throughout the year the process used to compute and record these accounting estimates. The table below summarizes our communications regarding these matters.

AREA	ACCOUNTING POLICY	CRITICAL POLICY?	JUDGMENTS & SENSITIVE ESTIMATE	COMMENTS ON QUALITY OF ACCOUNTING POLICY & APPLICATION
Expenses	The School allocates expenses between program and supporting services as required by the AICPA Audit & Accounting Guide for Not-for-Profit Entities.	X	The School reports expenses based on its functional classification.  The allocation between program and supporting services is based on a combination of direct and indirect allocation of expenses. Indirect expenses are allocated between program and supporting services based on employee time records and square footage.	The School's allocation policies appear to be in accordance with the applicable accounting guidelines.
Asset, Liability, and Expense	The School periodically enters into capital lease agreements, which require estimates of the useful life of leased property and valuation of the leased property.	X	The School records a lease obligation that is reduced over the life of the lease agreement based on cash flows. The School also records an asset that is amortized over the estimated useful life of the leased property.	The School's policies appear to be in accordance with the applicable accounting guidelines.

## Summary of Audit Adjustments

### QUALITATIVE MATERIALITY CONSIDERATIONS

In evaluating the materiality of audit differences when they do arise, we consider both quantitative and qualitative factors, for example:

- Whether the difference arises from an item capable of precise measurement or whether it arises from an estimate, and, if so, the degree of imprecision inherent in the estimate.
- Whether the difference masks a change in earnings or other trends.
- Whether the difference changes a net decrease in assets to addition, or vice versa.
- Whether the difference concerns an area of the School's operating environment that has been identified as playing a significant role in the School's operations or viability.
- Whether the difference affects compliance with regulatory requirements.
- Whether the difference has the effect of increasing management's compensation – for example, by satisfying requirements for the award of bonuses or other forms of incentive compensation.
- Whether the difference involves concealment of an unlawful transaction.

## Summary of Audit Adjustments

During the course of our audit, we accumulate differences between amounts recorded by Holy Comforter Episcopal School, Inc. and amounts that we believe are required to be recorded under GAAP. Those adjustments are either recorded (corrected) by the School or passed (uncorrected),

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>				
			3202	
Client Provided - To allocate suspense to appropriate accounts				
1330	Prepaid expenses		2,844.00	
5121	Administrative:Financing Expenses:Bank Charges		15.00	
5320	Buildings and Grounds:Field maintenance		237.00	
5555	Instructional Supplies:Middle School JS:Building 7 Middle School		1,122.00	
9079	Other Expenses:ACE/Field Trips/Reimburseables		311.00	
4050	Interest Received			8.00
8079	Other Income:ACE/Field Trips/Reimburseables			360.00
9999	Suspense			4,161.00
<b>Total</b>			<u>4,529.00</u>	<u>4,529.00</u>
<b>Adjusting Journal Entries JE # 2</b>				
			3204	
Client Provided - To reclass current portion of long term debt.				
2905	Phase III Bond Financing		177,090.00	
2600	Current Portion of LT Debt			177,090.00
<b>Total</b>			<u>177,090.00</u>	<u>177,090.00</u>
<b>Adjusting Journal Entries JE # 3</b>				
			3203	
Client Provided - To record remission for Q4.				
5701	Payroll Expenses:Administrators Salary		17,104.00	
5702	Payroll Expenses:Clerical Support Salary		2,982.00	
5703	Payroll Expenses:Instructional Salary		61,885.00	
5700	Payroll Expenses			81,971.00
<b>Total</b>			<u>81,971.00</u>	<u>81,971.00</u>
<b>Adjusting Journal Entries JE # 4</b>				
To adjust equity balances to prior year audit report				
3001	Temporarily Restricted		11,239.00	
3900	Retained Earnings		1,009.00	
3900	Retained Earnings		2,949.00	
3900	Retained Earnings		5,756.00	
3900	Retained Earnings			90.00
3900	Retained Earnings			11,239.00
5150	Administrative:Office Supplies			9,624.00
<b>Total</b>			<u>20,953.00</u>	<u>20,953.00</u>
<b>Adjusting Journal Entries JE # 5</b>				
			5601	
To reclassify replacement cost of equipment purchased due to lightning strike.				
5145	Administrative:Office Equipment Maint/Repairs		82,245.00	
1535	Furniture & Equipment			25,907.00
1540	Computer Equipment			56,338.00
<b>Total</b>			<u>82,245.00</u>	<u>82,245.00</u>
<b>Adjusting Journal Entries JE # 6</b>				
			7101	
To reclassify insurance reimbursement for expense incurred due to lightning strike.				
4038	Other School Income:Other School Income		82,245.00	
5145	Administrative:Office Equipment Maint/Repairs			82,245.00
<b>Total</b>			<u>82,245.00</u>	<u>82,245.00</u>

## Summary of Audit Adjustments (Continued)

### Adjusting Journal Entries JE # 7

Client Provided - To reclassify prior year construction in process to building improvements.

1516	Buildings:Building Improvements	60,000.00	
1519	Buildings:Construction in Progress		60,000.00
<b>Total</b>		<u>60,000.00</u>	<u>60,000.00</u>

### Adjusting Journal Entries JE # 8

4602

Client Provided - To adjust current year expense to calculated depreciation schedule.

9600	Depreciation	196,682.00	
1599	Accumulated Depreciation		196,682.00
<b>Total</b>		<u>196,682.00</u>	<u>196,682.00</u>

### Adjusting Journal Entries JE # 9

4220

Client Provided - To adjust allowance for higher risk pledge receivable

9800	Uncollectible Pledges	13,000.00	
1340	Allowance Uncollectible Pledges		13,000.00
<b>Total</b>		<u>13,000.00</u>	<u>13,000.00</u>

### Adjusting Journal Entries JE # 10

4202

Client Provided - To record managements estimate of uncollectable tuition

9700	Bad Debt - tuition	36,660.00	
1341	Allowance for Uncollectable Tuition		36,660.00
<b>Total</b>		<u>36,660.00</u>	<u>36,660.00</u>

### Adjusting Journal Entries JE # 11

5455

To record New Capital Lease purchase and activity for the year.

1601	Property under capital lease	283,596.00	
2801	Obligations under capital lease	70,899.00	
5905	Technical:Computer Leases	4,744.00	
9600	Depreciation	68,727.00	
1309	Other Accounts Receivable:A/R 1-1 Computers		75,643.00
1602	Accumulated Amortization		68,727.00
2801	Obligations under capital lease		283,596.00
<b>Total</b>		<u>427,966.00</u>	<u>427,966.00</u>

### Adjusting Journal Entries JE # 12

5455

To record historical capital lease activity for the year.

2801	Obligations under capital lease	7,117.00	
9600	Depreciation	67,453.00	
1602	Accumulated Amortization		67,453.00
5905	Technical:Computer Leases		7,117.00
<b>Total</b>		<u>74,570.00</u>	<u>74,570.00</u>

### Adjusting Journal Entries JE # 13

5451

To balance capital lease accounts for current portion

2801	Obligations under capital lease	81,813.00	
2310	Current lease obligations		44,315.00
5905	Technical:Computer Leases		37,498.00
<b>Total</b>		<u>81,813.00</u>	<u>81,813.00</u>

### Adjusting Journal Entries JE # 14

To reverse managements estimate of 1-1 lease activity

1309	Other Accounts Receivable:A/R 1-1 Computers	24,971.00	
4038	Other School Income:Other School Income		24,971.00
<b>Total</b>		<u>24,971.00</u>	<u>24,971.00</u>

### Adjusting Journal Entries JE # 15

To record investment in direct financial 1-1 leases

1660	Current Portion - Investment in 1-1 Lease	8,109.00	
1661	NonCurrent Portion - Investment in 1-1 Lease	20,571.00	
4038	Other School Income:Other School Income	48,735.00	
1601	Property under capital lease		77,415.00
<b>Total</b>		<u>77,415.00</u>	<u>77,415.00</u>

## Management Representation Letter



October 8, 2015

Carr, Riggs & Ingram, Inc.  
1713 Mahan Drive  
Tallahassee, FL 32308

This representation letter is provided in connection with your audit of the financial statements of Holy Comforter Episcopal School, Inc., which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of October 8, 2015, the following representations made to you during your audit:

### Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 8, 2015, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- 8) We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the Organization's accounts. In this case, no representation about uncorrected misstatements is necessary.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

## Management Representation Letter

- 10) Material concentrations have been appropriately disclosed in accordance with U S GAAP
- 11) Guarantees, whether written or oral, under which the Organization is contingently liable, have been properly recorded or disclosed in accordance with U S GAAP

### Information Provided

- 12) We have provided you with

- a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters
- b) Additional information that you have requested from us for the purpose of the audit
- c) Unrestricted access to persons within the Organization from whom you determined it necessary to obtain audit evidence
- d) Minutes of the meetings of the governing board or summaries of actions of recent meetings for which minutes have not yet been prepared

- 13) All material transactions have been recorded in the accounting records and are reflected in the financial statements

- 14) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud

- 15) We have no knowledge of any fraud or suspected fraud that affects the Organization and involves

- a) Management,
- b) Employees who have significant roles in internal control, or
- c) Others where the fraud could have a material effect on the financial statements

- 16) We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's financial statements communicated by employees, former employees, grantors, regulators, or others

- 17) We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements

- 18) We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U S GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments

- 19) We have disclosed to you the identity of the Organization's related parties and all the related-party relationships and transactions of which we are aware

- 20) The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral

- 21) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us

- 22) Holy Comforter Episcopal School, Inc is an exempt organization under Section 501(c)3 of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date

Signature:

*Kevin J. Smith*

Title

*Director of Financial Operations*





## **INTERNAL CONTROL RECOMMENDATIONS**

## Internal Control Findings

The Board of Trustees and Management of  
Holy Comforter Episcopal School, Inc.

In planning and performing our audit of the financial statements of Holy Comforter Episcopal School, Inc. as of and for the years ended June 30, 2015 and 2014 in accordance with auditing standards generally accepted in the United States of America, we considered Holy Comforter Episcopal School, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Holy Comforter Episcopal School, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Holy Comforter Episcopal School, Inc.'s internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We consider the following deficiencies in Holy Comforter Episcopal School, Inc.'s internal control on the following schedule to be material weaknesses in internal controls as it relates to the preparation of financial statements.

This communication is intended solely for the information and use of management and Board of Trustees, and is not intended to be, and should not be, used by anyone other than these specified parties.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

October 8, 2015

## Internal Controls

The following legend should be used in conjunction with reviewing the "Rating" of each of the identified internal control items:

<b>IP =</b> <b>Improvement Point</b>	<b>D =</b> <b>Control Deficiency</b>	<b>SD =</b> <b>Significant Deficiency</b>	<b>MW =</b> <b>Material Weakness</b>
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ITEM	RATING	AREA	ITEM NOTED	SUGGESTION	MANAGEMENT ACTION
1	MW	Reporting	During our audit, we proposed various entries in order for the financial statements to be fairly stated in accordance with GAAP.  Management relies on us to prepare the financial statements and related note disclosures.	Management should review the adjustments made by us during the audit, and include them in the year end closeout procedures in future years.	Management believes the policy stated in the Item Noted column is the most cost-effective approach to prepare the annual financial statements in accordance with GAAP, since the School does not employ a certified public accountant.
2	MW	Assets Liabilities Expense	During the audit we identified misstatements of capital lease obligations, the associated asset and expense accounts.	We recommend management establish a procedure to record and reconcile capital lease activity throughout the year.	Management has reviewed the results of the finding noted and concurs with the assessment of the issues identified.  Management will design a new procedure to reconcile the balances associated with capital leases.

**2018 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N01000007425

Entity Name: HOLY COMFORTER EPISCOPAL SCHOOL, INC.

**Current Principal Place of Business:**2001 FLEISCHMANN RD.  
TALLAHASSEE, FL 32308**Current Mailing Address:**2001 FLEISCHMANN RD.  
TALLAHASSEE, FL 32308

FEI Number: 59-3325917

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**BREWSTER, JAMES R  
541 NORTH MONROE ST., STE. 203  
TALLAHASSEE, FL 32301 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title	P
Name	KLEKAMP, PETER M
Address	1750 MARSTON PLACE
City-State-Zip:	TALLAHASSEE FL 32308

Title	VP
Name	HAGEN, BRENDA
Address	3057 FERMANAGH DRIVE
City-State-Zip:	TALLAHASSEE FL 32309

Title	S
Name	PARRISH, JANET
Address	2823 WHITTINGTON DRIVE
City-State-Zip:	TALLAHASSEE FL 32309

Title	T
Name	EWING, BRETT
Address	2528 BARRINGTON CIRCLE #1
City-State-Zip:	TALLAHASSEE FL 32308

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: PETER M. KLEKAMP

PRESIDENT

01/29/2018

Electronic Signature of Signing Officer/Director Detail

Date

<b>Fiscal Year</b>		2018	2019	2020	2021	2022	2023
<b>Beginning Cash Balance</b>		3,075,216.00	3,297,621.00	3,420,614.04	3,544,718.17	3,707,490.29	4,108,526.15
Assumed Growth Rate		-	1.790%	5.363%	1.311%	2.009%	5.093%
<b>Inflows:</b>							
	School Activities	6,769,817.00	6,890,999.00	7,260,569.00	7,355,721.00	7,503,531.00	7,885,695.00
	Capital Campaign						
	Pledges (1)	380,000.00	380,000.00	380,000.00	380,000.00	380,000.00	
<b>Outflows:</b>							
	School Activities (3)	6,298,165.00	6,459,963.00	6,734,695.00	6,820,095.00	6,942,877.00	7,220,923.00
<b>Additional Revenue Available for Debt Service</b>		851,652.00	811,036.00	905,874.00	915,626.00	940,654.00	664,772.00
Existing Bond - Additional Payment (1)		380,000.00	380,000.00	380,000.00	380,000.00	126,666.64	
Existing Bond - Regular Payments (2)		249,247.00	241,510.08	188,985.84	130,450.86	49,733.58	
New Bond			66,532.88	212,784.03	242,403.02	363,217.92	363,217.92
<b>Debt Service</b>		629,247.00	688,042.96	781,769.87	752,853.88	539,618.14	363,217.92
<b>MADS</b>		781,769.87	781,769.87	781,769.87	752,853.88	539,618.14	363,217.92
<b>Coverage</b>		1.09	1.04	1.16	1.22	1.74	1.83
<b>Required "Draw" on Cash Balance to meet 1.1x</b>		8,294.86	48,910.86	-	-	-	-
<b>Ending Cash Balance</b>		3,297,621.00	3,420,614.04	3,544,718.17	3,707,490.29	4,108,526.15	4,410,080.23

(1) Capital campaign pledges required to be utilized to expedite repayment of the existing variable rate bonds. Shown as additional payments on this schedule

(2) Existing bonds reprice each December for the following twelve months

Bond payments are recast at that time based on the then outstanding balance of the loan over the remaining loan amortization period

(3) Cash outflows for school activity

<b>Fiscal Year</b>		2024	2025	2026	2027	2028	2029
<b>Beginning Cash Balance</b>		4,410,080.23	4,700,229.72	4,978,634.93	5,244,949.93	5,498,822.49	5,739,893.97
Assumed Growth Rate		1.000%	1.000%	1.000%	1.000%	1.000%	1.000%
<b>Inflows:</b>							
	School Activities	7,964,551.95	8,044,197.47	8,124,639.44	8,205,885.84	8,287,944.70	8,370,824.14
	Capital Campaign						
	Pledges (1)						
<b>Outflows:</b>							
	School Activities (3)	7,311,184.54	7,402,574.34	7,495,106.52	7,588,795.36	7,683,655.30	7,779,700.99
<b>Additional Revenue Available for Debt Service</b>		653,367.41	641,623.13	629,532.92	617,090.48	604,289.40	591,123.15
Existing Bond - Additional Payment (1)							
Existing Bond - Regular Payments (2)							
New Bond		363,217.92	363,217.92	363,217.92	363,217.92	363,217.92	363,217.92
<b>Debt Service</b>		363,217.92	363,217.92	363,217.92	363,217.92	363,217.92	363,217.92
<b>MADS</b>		363,217.92	363,217.92	363,217.92	363,217.92	363,217.92	363,217.92
<b>Coverage</b>		1.80	1.77	1.73	1.70	1.66	1.63
<b>Required "Draw" on Cash Balance to meet 1.1x</b>		-	-	-	-	-	-
<b>Ending Cash Balance</b>		4,700,229.72	4,978,634.93	5,244,949.93	5,498,822.49	5,739,893.97	5,967,799.20



<b>Fiscal Year</b>		2030
<b>Beginning Cash Balance</b>		5,967,799.20
Assumed Growth Rate		1.000%
<b>Inflows:</b>		
	School Activities	8,454,532.39
	Capital Campaign	
	Pledges (1)	
<b>Outflows:</b>		
	School Activities (3)	7,876,947.25
<b>Additional Revenue Available for Debt Service</b>		577,585.14
Existing Bond - Additional Payment (1)		
Existing Bond - Regular Payments (2)		
New Bond		363,217.92
<b>Debt Service</b>		363,217.92
<b>MADS</b>		363,217.92
<b>Coverage</b>		1.59
<b>Required "Draw" on Cash Balance to meet 1.1x</b>		-
<b>Ending Cash Balance</b>		6,182,166.42



March 13, 2018

# Memorandum

**To:** Leon County Finance Advisory Committee:  
Vincent S. Long, County Administrator  
Herbert W.A. Thiele, County Attorney  
Alan Rosenzweig, Deputy County Administrator  
Scott Ross, Director, Financial Stewardship  
Jordan Steffens, Finance Director

**From:** Jeremy Niedfeldt, PFM Financial Advisors LLC

**RE:** Holy Comforter Episcopal School – Private Activity Bond Application

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## **Executive Summary**

As financial advisor to Leon County (the “County”), PFM Financial Advisors LLC (“PFM”) has reviewed the proposed issuance of not to exceed \$6,000,000 Educational Facilities Revenue Bond, Series 2018 (the “Bond”) for the purpose of financing certain improvements to Holy Comforter Episcopal School, Inc. (the “Company”). The School was established in 1955 and the Company became incorporated as a Florida Not for Profit Corporation in 2001, immediately prior to the issuance of a private activity bond as conduit debt in the amount of \$4.4 million on December 19, 2001. The School currently has over 550 students in PK – 8<sup>th</sup> grade, and is located in Northeast Tallahassee, FL. The Bond is being issued for the purpose of financing the acquisition, constructing and equipping of improvements to Holy Comforter Episcopal School constituting a new cafeteria and performing arts building (the “Project”) as more particularly described below. The Bond is being sold via private placement to Capital City Bank (the “Bank”).

As financial advisor to the County, PFM is required to review all conduit bond financings for the County prior to a formal recommendation by the County’s Finance Advisory Committee (the “Committee”) for final approval by the Leon County Board of County Commission (the “Board”). Pursuant to the policy set forth in the Leon County Conduit Financing Policy No. 08-3, we have reviewed the proposed issuance of the Bonds for the purposes of: (1) assessing the financial position of the Company and its ability to pay debt service on the proposed Bond, (2) examining the categorization of debt and determining that criteria for issuing debt under one of the appropriate following three criteria are met for the bond (rated and/or enhanced debt, system debt, or other financings) and (3) identifying any risks and mitigating factors related to the proposed financing.

PFM has reviewed the financing structure and terms of the Bond and based on the Bond being privately placed with Capital City Bank—a Sophisticated Investor—we believe the County’s Finance Advisory Committee has the information necessary to feel comfortable allowing the process to move forward towards approval by the Board for issuance of the Bond based on the proposed structure. Prior to formal approval of the Board being made, PFM recommends the following conditions to be met while documents are being drafted. (1) Information provided to allow for a review of the Company’s pro-forma with projected impact of the 2018 Bond on debt service coverage to show at least 1.10x projected maximum annual



aggregate debt service coverage, and (2) that Capital City Bank will certify that they are an accredited investor to comply with the Sophisticated Investor requirement before issuance of the Bond can take place. The balance of this report will provide further detail on the transaction structure.

### **Overview of Proposed Transaction**

The following summarizes the terms and conditions of the Bond.

- **Par Amount:** Not to exceed \$6,000,000.
- **Purpose:** The Bond is being issued for the purpose of financing the acquisition, constructing and equipping of improvements to Holy Comforter Episcopal School constituting a new cafeteria and performing arts building, along with improvements to the drop-off area and acquisition of certain kitchen equipment. The project cost, including issuance expenses, is estimated to be approximately \$7.38 million with as much as \$1.5 million to be contributed from pledge drive funds.
- **Security/Collateral:** In order to secure the payment of principal of and interest on the Bond, the Borrower will pledge as collateral the School's real and personal property along with an unconditional guaranty by the Episcopal Church in the Diocese of Florida, Inc. with the land and real property having a net book value of over \$11 million on June 30, 2017 (according to notes in the Company's most recent financial statements). The Bond is being issued on parity with the Series 2001 (the "2001 Bond") also held by Capital City Bank with a current estimated outstanding balance of \$2,228,000 (according to the Bank's term sheet), and the two bonds will effectively be cross-collateralized.
- **Structure:** The Bond will be issued as a private placement with the Bank, at a fixed interest rate of 3.52% over the initial 10-year period (based on a taxable equivalent rate of 4.45% fixed for 10-years). The Bond will then reset annually based on the following formula:  $79\% \times [\text{the then 1-year Treasury Security Constant plus a } 3.00\% \text{ margin}]$  with a floor of 3.52%. The Bond will also include yield maintenance language which will be effective if a change in Federal Corporate Tax Rate were to negatively impact the Bank's benefit of owning a bank qualified tax exempt bond.
- **Term and Payment Structure:** The 2018 Bond will be issued as a draw-down Bond, with a not-to-exceed par amount of \$6,000,000. Payments of interest only over the initial 3-years will be made monthly, with monthly payments of both principal and interest starting in month 37 and amortizing the loan of over the subsequent 25-years (300 months). It is anticipated that the final maturity will be approximately April 1, 2046.
- **Estimated Annual Debt Service:** Based on preliminary financing assumptions provided by the Bank, the aggregate annual net debt service will increase each year as interest accruals grow on draws made on the Bond. In years 4-10, the estimated monthly payments at a rate of 3.52% for a deal structured to achieve level principal and interest payments over 25-years at the same rate, would be \$30,268.16 (or \$363,217.92 annually). These figures are subject to change based on changes in the proposed interest rate as a result of changes in the Federal Corporate Tax Rate (lowered from current 21%) and based on potential increases in market interest rates for future re-pricings after year 10 as market conditions change.



- **Other Covenants:** Pledge campaign receipts associated with the School's capital fundraising campaign associated with this expansion project will be required to be submitted to the bank on at least a quarterly basis and utilized to reduce the outstanding principal balance on the 2001 Bond. Quarterly pledge accounting to be provided to the Bank until the earlier of: 1) the end of the pledge campaign (\$1.5 million); or 2) 2001 Bond being paid-off.

### **Considerations**

PFM's credit review was limited to a review of the Company's audited financial statements for fiscal years ended June 30, 2014 through June 30, 2016; Leon County Application for Financing (with attachments); Bank Term Sheet included in the commitment for financing; as well as the cover letter submitted along with a draft resolution which includes the memorandum of agreement for issuance of educational facility revenue bond as an exhibit. PFM has also reviewed the Loan Agreement associated with the 2001 Bond. PFM has not reviewed drafts of the 2018 Loan Agreement or Bond, as we understand those documents are currently being drafted in a form consistent with the 2001 Bond. PFM has not been engaged and has not undertaken to provide independent verification of the accuracy, completeness or fairness of this information.

Given the substantial increase in the amount of debt of the Borrower upon the issuance of the Bonds, PFM's review paid particular attention the various assumptions in the Audited financials (included in the application) on how cash flow will be impacted by such issuance. One of the major assumptions made in the financial projections is that pledge drive monies are received in a manner consistent with management's plans, and interest costs are offset during the construction period by reduced interest expense on the 2001 Bond. The Company will also eliminate some interest expense during the draw-down period while using interim funding on its revolving line of credit to manage cash during the construction period.

Under no circumstances does the County have any financial obligation as it relates to payment of debt service on the Bond. As such, the issuance of the Bond should not have any adverse effect on the County's financial position.

The primary risk with the issuance of the proposed Bond is the risk related to the Company's ability to (i) complete construction of the Project over the next three years and on budget, (ii) have pledged monies come-in as scheduled to allow for pre-payment on the 2001 Bond, which will ultimately provide for much of the capacity needed for the issuance of additional debt, and (iii) ultimately make timely debt service payments on the 2018 Bond.

PFM has reviewed the financial information provided by the Company. Based on this information, it is our opinion that the Company is well positioned to make the timely payment of debt service and if there is a failure to make payments there is no financial obligation on the part of the County to pay any shortfall. Additionally, the Bank and Company appear to have established some sound tools to manage risks through project completion while allowing the Company to actively manage cash through the construction period. It should be noted that the Company's cash balance as of June 30, 2017 is in excess of \$3.2 million, or more than twice the cash balance reported on June 30, 2013.



### **Recommendation**

Based on PFM's review of the financing structure and terms, it is our recommendation that the Committee recommend that the Board approve the issuance of the Bond once the School satisfies the threshold standards for System Debt in accordance with Leon County Conduit Financing Policy (Outlined below):

1. Capital City Bank will certify that they are an Accredited Investor
2. The Company can demonstrate coverage of at least 1.10x max annual aggregate debt service on a pro-forma basis

### **Disclosure**

PFM's services with respect to the issuance of the Bonds are limited solely to the matters set forth in the Leon County Conduit Financing Policy. The scope of such review does not include all matters that would normally be addressed by PFM for bonds secured by revenues of the County. In particular, PFM is not providing any opinion on the fairness of the interest rates on the Bonds or the various cost of issuing the Bonds, including the underwriter's discount. Our findings are limited to financial matters and we express no opinion as to any legal issues, including satisfaction of statutory requirements or compliance with regulatory rules or procedures.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #4**

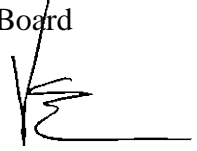


# Leon County Board of County Commissioners

## Agenda Item #4

March 27, 2018

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

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

**Title:** Request to Schedule a Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report

<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 Mary Smach, Agenda Coordinator

### **Statement of Issue:**

At the request of the Board, this agenda item seeks approval to schedule the Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report for May 8, 2018 at 1:00 p.m.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Schedule the Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report for Tuesday, May 8, 2018 at 1:00 p.m. - 3:00 p.m.

## **Report and Discussion**

### **Background:**

At the February 27, 2018 meeting, the Board requested staff schedule a workshop to discuss the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report and to invite representatives from the United Way, Dr. Jerry Parrish, Chief Economist and Director of Research from the Florida Chamber of Commerce Foundation and staff from the Office of Economic Vitality (OEV) to provide a review and comparative analysis of the Report and other data used as social and economic indicators for Leon County.

### **Analysis:**

The Board's calendar reflects availability on Tuesday, May 8, 2018 at 1:00 p.m. - 3:00 p.m. Representatives from the United Way, Dr. Jerry Parrish and OEV staff have been invited and are available to attend.

### **Options:**

1. Schedule the Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report for Tuesday, May 8, 2018 at 1:00 p.m. - 3:00 p.m.
2. Do not schedule the Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report for Tuesday, May 8, 2018 at 1:00 p.m. - 3:00 p.m.
3. Board direction.

### **Recommendation:**

Option #1.

**Leon County  
Board of County Commissioners**

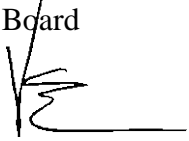
**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Agenda Item #5

March 27, 2018

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

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

**Title:** Commissioner Appointments to the Contractors Licensing and Examination Board and the Code Enforcement Board

<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 Commissioners' appointments of citizens to the Contractors Licensing and Examination Board and the Code Enforcement Board.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

- Option #1: Ratify individual Commissioners appointments of citizens to the Contractors Licensing and Examination Board for three-year terms ending March 31, 2021:
- a. Commissioner Dailey appoints William Carpenter
  - b. Commissioner Lindley reappoints Scott Flowers
  - c. Commissioner Proctor appoints Cheryl Clark
- Option #2: Ratify Commissioner Maddox's appointment of a citizen, Willie Vann, to the Code Enforcement Board for the remainder of the unexpired term ending July 31, 2020.

## **Report and Discussion**

### **Background:**

Policy No. 03-15 includes the process of having a Consent agenda item prepared to fill vacancies for the individual Commissioner appointment of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **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/spa 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

The current membership includes:

- one Business Person
- two General Contractors
- one Residential Contractor
- one Pool Contractor
- two Consumer Reps

Vacancy: The following members have terms expiring on March 31, 2018: William Muldrow (General Contractor), Royce Van Jackson (General Contractor) and Scott Flowers (Business Rep). Mr. Muldrow and Mr. Van Jackson are not eligible for reappointment due to term limits. Mr. Flowers is eligible for reappointment and is an active member seeking reappointment (Attachment #1). The member attendance report is included as Attachment #2. See Table #1 for Commissioner selected appointees.

Title: Commissioner Appointments to the Contractors Licensing and Examination Board and the Code Enforcement Board

March 27, 2018

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*Table #1: Contractors Licensing & Examination Board*

<b>Vacancy</b>	<b>Term Expiration</b>	<b>Commissioners' Selected Eligible Applicants</b>	<b>Assigned Seat Category</b>	<b>Recommended Action</b>
Royce Van Jackson – General Contractor <i>(term limited out - served 3 terms)</i>	3/31/18	William Carpenter	Building Contractor	Ratify Commissioner Dailey's appointment for a three-year term ending March 31, 2021.
Scott Flowers – Business Person <i>(served 1 partial term – eligible for reappointment)</i>	3/31/18	Scott Flowers	Business Person	Ratify Commissioner Lindley's reappointment for a three-year term ending March 31, 2021.
William Muldrow – General Contractor <i>(term limited out - served 7 terms)</i>	3/31/18	Cheryl Clark	Consumer Rep	Ratify Commissioner Proctor's appointment for a three-year term ending March 31, 2021.

### **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:** The CEB has seven members, with each Commissioner appointing one member. Members serve three-year terms, expiring July 31. The membership of the Code Enforcement Board shall, whenever possible, consist of:

- an Architect appointed by the Commissioner At-Large 2
- a Business Person appointed by the Commissioner for District 5
- an Engineer appointed by the Commissioner At-Large 1
- a General Contractor appointed by the Commissioner for District 3
- a Sub-contractor appointed by the Commissioner for District 2
- a Realtor appointed by the Commissioner for District 4
- a Citizen appointed by the Commissioner for District 1



Title: Commissioner Appointments to the Contractors Licensing and Examination Board and the Code Enforcement Board

March 27, 2018

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Vacancies: Member Yogendra Buch has resigned (Attachment #3) and Chairman Maddox's selected appointee for this vacancy is listed in Table #2.

Table #2: Code Enforcement Board

Vacancy	Term Expiration	Commissioner's Selected Eligible Applicant	Assigned Seat Category	Recommended Action
Yogendra Buch - Engineer <i>(resigned)</i>	7/31/2020	Willie Vann	Business Person	Ratify Commissioner Maddox's appointment for the remainder of the unexpired term ending July 31, 2020.

**Options:**

1. Ratify individual Commissioners' appointments of citizens to the Contractors Licensing and Examination Board for three-year terms ending March 31, 2021:
  - a. Commissioner Dailey appoints William Carpenter
  - b. Commissioner Lindley reappoints Scott Flowers
  - c. Commissioner Proctor appoints Cheryl Clark
2. Ratify Commissioner Maddox's appointment of a citizen, Willie Vann, to the Code Enforcement Board for the remainder of the unexpired term ending July 31, 2020.
3. Board direction.

**Recommendation:**

Option #1 a-c and #2.

Attachments:

1. Flowers reappointment email
2. CLEB Attendance report
3. Buch resignation email

**From:** Emma Smith  
**To:** Smach, Mary  
**Date:** 2/9/2018 10:35 AM  
**Subject:** Re: CLEB re-appointments - Term expires 3/31/18

Okay. Thanks!  
>>> Mary Smach 2/9/2018 10:33 AM >>>  
Hi Emma,

The terms of these 3 members of the Contractor's License & Examination Board are expiring on March 31, 2018:

- 1) Scott Flowers - he is eligible for reappointment (since your email indicates that he is seeking reappointment I will notify Commission Lindley)
- 2) William Muldrow - he is not eligible for reappointment since Policy 03-15 restricts members to 3 consecutive terms and he has served 7 terms - beginning 1997 (I will notify Commissioner Proctor of the upcoming vacancy)
- 3) Royce Van Jackson - he is not eligible for reappointment since Policy 03-15 restricts members to 3 consecutive terms and he has served 3 terms - beginning 2009 (I will notify Commissioner Dailey of the upcoming vacancy)

Please let the two members know that they have reached their term limit.

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)

"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.

>>> Emma Smith 2/7/2018 1:36 PM >>>  
Hi Mary,  
The following Contractor's Licensing and Examination Board members have been contacted and they are interested in being re-appointed. Thanks!

William Muldrow  
Royce Van Jackson  
Scott Flowers

Emma D. Smith  
Director of Permit and Code Services  
Permit and Code Services Division  
Leon County Development Support and Environmental Management  
435 N. Macomb Street, 2nd Floor  
Tallahassee, Florida 32301  
Phone: (850) 606-1364  
Fax: (850) 606-1301  
[Smithe@leoncountyfl.gov](mailto:Smithe@leoncountyfl.gov)

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>>> Eunice Johnson 2/7/2018 8:45 AM >>>

All have been contacted and are interested in being re-appointed.

William Muldrow  
Royce Van Jackson  
Scott Flowers

Eunice L. Johnson-Shepherd  
Compliance Board Coordinator  
Department of Development Support & Environmental Management  
Renaissance Center, 2nd Floor  
435 N. Macomb Street  
Tallahassee, Florida 32301  
Phone: (850) 606-1379  
[www.leoncountyfl.gov](http://www.leoncountyfl.gov)

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**LEON COUNTY CONTRACTORS LICENSING  
AND EXAMINATION BOARD**

**ATTENDANCE REPORT FOR  
FISCAL YEAR 2016-2017**

<b>Board Member</b>	<b>Appointed by:</b>	<b>Term Expires</b>	<b>Percent of Attendance</b>
<b>William Muldrow</b>	<b>Commissioner Proctor</b>	<b>03/31/18</b>	<b>100%</b>
<b>Stephen Hodges</b>	<b>Commissioner Jackson</b>	<b>03/31/19</b>	<b>33%</b>
<b>Shaddick Haston</b>	<b>Commissioner Maddox</b>	<b>03/31/20</b>	<b>66%</b>
<b>Robert Bullard*</b>	<b>Commissioner Desloge</b>	<b>03/31/17</b>	<b>0%</b>
<b>John Salvo*</b>	<b>Commissioner Desloge</b>	<b>03/31/20</b>	<b>33%</b>
<b>Jackie Wilson</b>	<b>Commissioner Dozier</b>	<b>03/31/17</b>	<b>100%</b>
<b>April Hughes**</b>	<b>Commissioner Dozier</b>	<b>03/31/20</b>	<b>0%</b>
<b>Royce Van Jackson</b>	<b>Commissioner Dailey</b>	<b>03/31/18</b>	<b>100%</b>
<b>Scott Flowers</b>	<b>Commissioner Lindley</b>	<b>03/31/18</b>	<b>66%</b>

There were three (3) meetings for the Fiscal Year 2016-2017

\*John Salvo filled Robert Bullard's expired term

\*\*Recently appointed to fill Jackie Wilson's expired term

**From:** "Yogendra Buch" <Y\_buch@comcast.net>  
**To:** "Mary Smach" <SmachM@leoncountyfl.gov>  
**Date:** 2/20/2018 8:39 PM  
**Subject:** RE: Code Enforcement Board appointee - Yogendra Buch

YES ! Like I said before, if I can't contribute, I should stop immediately and give you enough time for quorum in next meeting!

Thank you. )  
Y. Buch

From: Mary Smach [mailto:SmachM@leoncountyfl.gov]  
Sent: Tuesday, February 20, 2018 10:47 AM  
To: y\_buch@comcast.net  
Cc: Emma Smith <SMITHE@leoncountyfl.gov>  
Subject: RE: Code Enforcement Board appointee - Yogendra Buch

Hi Mr. Buch,

I'm sorry to hear that you are resigning from the Code Enforcement Board. Is your resignation effective immediately?

Please let Emma or I know if you need any further assistance. Thank you for your service to the community.

Regards,

Mary Smach  
Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311  
www.leoncountyfl.gov  
"People Focused. Performance Driven"

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

>>> "Yogendra Buch" <Y\_buch@comcast.net <mailto:Y\_buch@comcast.net> > 2/16/2018 6:05 PM >>>

On Thurs., Feb. 15, I attended the CEB meeting 4th time and realized that though I had spent a lot of time studying about the Hand Book on Junk & Mowing codes and staff recommendations on various case data about the properties, GIS maps, violations etc., I could not contribute much after hearings from the owners! I finally talked to a few CEN members that if violation data with photographs, Staff recommendations & imposed fine legality was this obvious, what was I supposed to do? I hardly understood what owners were trying to convince us about and how legally we could evaluate the fine amount. Ms. Henderson said, I was doing fine but I should feel comfortable! After Q & A by some CEB members, they asked us if we agree and all I did, regardless, was to say 'Yes'. This may or may not be fair always!

When I applied & was appointed without any interview, I did not know my limitations but wanted to give it a try. I feel that I can still deal better with standard & Plan reviews but someone else may be better interested in dealing with mobile home residents. So, in response to your email, I'd say that if suitable duties cannot be assigned to me, I have to resign.

Thank you & Mr. Maddox for this opportunity. Let me know if you can use me elsewhere at my age!

\_ Yogendra P. Buch, P.E.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #6**




# Leon County Board of County Commissioners

## Agenda Item #6

March 27, 2018

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

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

**Title:** Agreement between Leon County and the Leon County Research & Development Authority for the Innovation Park Central Pond Trail Project Design and Construction Services

<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 Tony Park, P.E., Director of Public Works
<b>Lead Staff/ Project Team:</b>	Charles Wu, P.E., Director of Engineering Services Chris Muehlemann, P.E., Chief of Engineering Design Felton Ard, P.E., Customer Support Engineer

### **Statement of Issue:**

At the request of the Leon County Research & Development Authority (LCRDA), this item seeks approval of an agreement between Leon County and the LCRDA for Leon County to provide design and construction services for a proposed trail to be constructed around the Innovation Park Central Pond. The LCRDA will provide all funding necessary to complete the project and will own and maintain the trail upon completion.

### **Fiscal Impact:**

This item has a fiscal impact to the County. The estimated cost of the project is \$184,904. The Leon County Research & Development Authority will provide all funding necessary to complete the project including a two-percent administration fee to Leon County for overseeing the design and construction of the trail.

### **Staff Recommendation:**

- Option #1: Approve the Agreement between Leon County and the Leon County Research & Development Authority for the Innovation Park Central Pond Trail Project Design and Construction Services (Attachment #1), and authorize the County Administrator to execute.
- Option #2: Approve the Resolution and associated Budget Amendment Request realizing the \$184,904 from the Leon County Research Development Authority into the County budget (Attachment #2).

## **Report and Discussion**

### **Background:**

This item seeks Board approval of an Agreement between Leon County and the Leon County Research & Development Authority for Leon County to provide design and construction services for a proposed trail to be constructed around the Innovation Park Central Pond. The Leon County Research & Development Authority will provide all funding necessary to complete the project and will own and maintain the trail upon completion.

In August 2016, Public Works staff was contacted by the Leon County Research & Development Authority (LCRDA) for assistance in developing a cost estimate to design and construct a walking trail around the Innovation Park Central Pond (Attachment #3). The estimate was to be used for a grant application, which would fund the proposed improvements. In August 2017, at the request of LCRDA, Public Works staff updated the previous cost estimate to include additional amenities. Subsequently, in February 2018, LCRDA asked Public Works staff if Leon County would consider designing and overseeing the construction of the trail improvements. LCRDA would provide all the necessary funding to complete the project.

### **Analysis:**

Public Works staff worked with LCRDA representatives to develop the proposed Agreement for the Innovation Park Central Pond Trail project. Under the Agreement, the LCRDA will pay Leon County \$184,904 within 30 days of full execution of the agreement for design, construction, and administration of the project. The LCRDA Executive Committee approved the Agreement on March 8, 2018. The final Agreement is subject to ratification by the full LCRDA Board on April 5.

After the agreement is executed, staff will use one of the Civil Engineering professional services continuing supply consultants to start the design work. After the design is completed, the project will be bid out for construction. The bid price is anticipated to be less than \$250,000 and therefore will not be required to come back to the Board for approval per the County Purchasing Policy. Following receipt of construction bids for the project, the County will promptly notify LCRDA of the proposed construction contract price, at which time LCRDA will inform the County if it wishes to proceed. If LCRDA decides not to proceed with construction, LCRDA shall pay for all expenses incurred by the County until the bid opening and notify the County in writing to terminate the Agreement within seven days of the bid opening.

At any time after award of the contract for construction, the County may request LCRDA make additional payments if it determines that the cost of the Central Pond Trail will exceed the previous cost estimate as a result of any of the following: an increase in the quantity of one or more Pay Items, construction delay caused by LCRDA, or changes in the Project Scope for which LCRDA is responsible. Should the total amount of the project not exceed the original

Title: Agreement between Leon County and the Leon County Research & Development Authority for the Innovation Park Central Pond Trail Project Design and Construction Services

March 27, 2018

Page 3

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\$184,904 cost estimate, the County will refund the difference to LCRDA within fourteen days following final payment for work by the County's contractor.

The County will issue a notice to proceed with design services within 90 days of final execution of the Agreement. It is anticipated to have the entire project completed within one year from the effective date of the agreement. All improvements associated with the trail construction will be owned and maintained by LCRDA upon final inspection and acceptance.

**Options:**

1. Approve the Agreement between Leon County and the Leon County Research & Development Authority for the Innovation Park Central Pond Trail Project Design and Construction Services (Attachment #1), and authorize the County Administrator to execute.
2. Approve the Resolution and associated Budget Amendment Request realizing the \$184,904 from the Leon County Research and Development Authority into the County budget (Attachment #2).
3. Do not approve the Agreement between Leon County and the Leon County Research & Development Authority for the Innovation Park Central Pond Trail Project Design and Construction Services.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. Proposed Project Agreement
2. Resolution and Budget Amendment Request
3. Plan View or Proposed Improvements

**AGREEMENT FOR INNOVATION PARK CENTRAL POND TRAIL PROJECT  
DESIGN AND CONSTRUCTION SERVICES**

THIS AGREEMENT FOR CENTRAL POND TRAIL CONSTRUCTION PROJECT DESIGN AND CONSTRUCTION SERVICES (“Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018, is made and entered into by and between the LEON COUNTY, Florida, a charter county and political subdivision of the State (“County”) and the Leon County Research & Development Authority, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes (“Authority”).

**RECITALS**

WHEREAS, the County has agreed to survey, design, permit and construct the Central Pond Trail to be located at the Innovation Park, Leon County, Florida; and

WHEREAS, the County has identified a need and paramount public purpose to perform survey, design and construction services for the Central Pond Trail Project; and

WHEREAS, the Authority has determined that it would be in its members best interests to be able to utilize the services of the County for the survey, design and construction services related to the Central Pond Trail Project; and

WHEREAS, the County and the Authority desire to reduce their agreement related to the Central Pond Trail Project into writing.

NOW, THEREFORE, in consideration of the Recitals set forth above and the following mutual covenants and promises, the sufficiency of same being acknowledged hereby, the Parties agree as follows:

Section 1. Services to be Provided. The County hereby agrees to provide to the Authority services related to the survey, design, acquisition of permits and construction required, including the construction for the Central Pond Trail Project (“Project”) in accordance with the

Central Pond Trail Conceptual Plan, attached here to as Exhibit A, and the Preliminary Estimate Central Pond Trail, attached hereto as Exhibit B.

Section 2. Term and Project Schedule.

a. Term. The effective date of this Agreement is the last date upon which the County and the Authority fully execute the Agreement. This Agreement shall commence on the effective date and, except as otherwise provided herein or as may be required to give effect to the provisions hereof, shall terminate when the Project is complete, the Authority has notified the County of its final acceptance of the Project and all performance by each Party required hereunder is complete.

b. Project Schedule.

1. Initial Project Schedule. The County will develop a Project Schedule, which indicates in detail all of the tasks (including but not limited to the plans and specifications, survey, acquisition of permits, construction, etc.) to be performed by the County under this Agreement, the dates such tasks shall be completed, and a final completion date for the Project consistent with the provisions of Section 3. The Project Schedule shall be submitted on or before forty-five (45) days following the effective date to the Authority for review and approval, which approval shall not be unreasonably withheld or delayed. The County and the Authority agree to work in good faith to resolve any comments or concerns raised by the Authority.

2. Updated Project Schedule. The Project Schedule shall be updated periodically and submitted from the project manager designated by the County to the designated representative of the Authority as necessary, for the Authority's review and approval, which approval shall not be unreasonably withheld or delayed. The Updated Project Schedule shall include the actual completion dates of each of the tasks identified in Section 2.b.1. above. Notwithstanding the foregoing, the Project shall be completed within the time period set forth in Section 3.

Section 3. Time for Completion. The County shall issue a notice to proceed with design services no later than ninety (90) days following the Effective Date. The construction services to be rendered by the County shall be commenced on the date of the issuance of a notice to proceed issued by the County, with a copy being provided to the Authority and shall be completed within one year from the Effective Date, unless the Authority requires a material change in the scope of services or schedule of performance, or a force majeure event occurs as provided herein.

Section 4. Changes in Scope of Services. The County or the Authority may request changes to the scope of services of this Agreement that would increase, decrease or otherwise modify the scope of the services to be provided under this Agreement as set forth in Section 1 herein. The Parties shall negotiate any changes or revisions to the work described in Section 1 or Exhibits A and B, or changes in compensation. Such changes and adjustments must be authorized in writing executed by the Parties to be effective. The County and the Authority

agree that time is of the essence in making any decisions, interpretations, and/or changes with respect to design, materials, and other matters pertinent to the Project.

Section 5. Delays. In the event there is a delay caused by the actions of the Authority, its employees or agents or other governmental agencies, which delays the completion of the Project, the Authority shall grant to the County a day for day extension of time for completion of the services to be provided under this Agreement.

Section 6. Contract Sum. For the satisfactory completion of all services set forth in this Agreement, the Authority shall pay for the quantities of all items used in construction and design of Central Pond Trail Project and a Project Administration Fee. The Project Administration Fee will be 2% of the construction cost and will be considered full compensation to the County for construction, engineering, and inspection (“CEI”) services rendered with respect to the trail construction work by a CEI firm, or in-house staff, and for services provided by the County in administration of the construction contract, if applicable, the CEI contract. Following receipt of construction bids for the Project, the County will promptly notify the Authority of the proposed construction contract price, and the Authority, if it desires to proceed with the Central Pond Trail construction, shall notify the County. As required by Florida law, the County will require its contractor to post a performance and payment bond for the Central Pond Trail construction and will ensure that the Authority is named as a beneficiary or insured under such bond. The bond shall be issued by a surety and in a form reasonably acceptable to both the Authority and the County. The County shall also cause the Authority to be named as an additional insured with respect to insurance coverage, other than Workers’ Compensation or Professional Liability, provided by the County’s contractor and will provide the Authority with a copy of any certification of coverage received by the County from its contractor. If the Authority



decides not to have the Central Pond Trail constructed after the construction bid opening, then the Authority shall pay for all expenses incurred until the bid opening and notify the County in writing to terminate the Agreement within seven days of the bid opening.

Section 7. Payments. The Authority shall make a deposit of **\$184,904.51** to the County within thirty (30) days of full execution of the Agreement. At any time after award of the contract for the construction of the Project, the County may request the Authority to make an additional deposit if it determines that the cost of the Central Pond Trail Work will exceed the amounts previously paid by the Authority as a result of an increase in the quantity of one or more Pay Items, or construction delay caused by the Authority, or changes in the Project Scope for which the Authority is responsible. The County shall request such additional deposit by delivery of invoices to the Authority. The County shall request such additional payment by delivery of invoices to the Authority. The Authority shall make such additional payment within fourteen (14) days following delivery of such invoice to the Authority. Should the total amount of all deposits for the Central Pond Trail Work made by the Authority exceed the actual cost of the Central Pond Trail Work, the County shall refund such difference to the Authority within fourteen (14) days following final payment for such work to the County's contractor.

Section 8. Ownership of Project Documents and Right-of-Way Improvements. All deliverables, plans, reports, surveys and real and personal property that result from the services provided under this Agreement shall become the property of the Authority, who shall maintain such real and personal property in accordance with the requirements of law. Following completion of the Project, the Authority shall not take any action to unreasonably limit public access to the Project.

Section 9. Permits, Fees, Licenses. Permits, fees and licenses necessary for the performance of the work pursuant to this Agreement shall be the responsibility of the County who shall obtain and pay for any such required permits, fees and licenses.

Section 10. Incorporation of Exhibits and Order of Precedent. Exhibit A, Innovation Park Central Pond Trail Conceptual Plan and Exhibit B, Preliminary Estimate Central Pond Trail having been attached hereto, are incorporated herein and made a part of this Agreement as if set forth in their entirety below. In the event of a conflict between the provisions of this Agreement and the Exhibits incorporated herein, any conflict shall be resolved in accordance with the order of precedence set forth below:

- a. Agreement;
- b. Exhibit B – Preliminary Estimate Central Pond Trail;
- c. Exhibit A – Innovation Park Central Pond Trail Conceptual Plan.

Section 11. Termination. Either Party may terminate this Agreement without cause, by giving the other Party not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement. The Authority shall be obligated for payment to the County for work performed by the County prior to the date of termination of this Agreement.

Section 12. Miscellaneous.

a. Assignments

This Agreement shall not be assigned as a whole or in part without the prior written consent of the non-assigning Party.

b. Non-Waiver

Failure by either Party 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.

c. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

d. Venue

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

e. Construction

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

f. Headings in This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

g. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

h. Force Majeure

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of disability. The Party claiming Force Majeure shall promptly notify the other Party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

i. Survival of Obligations

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

j. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

k. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

l. Dispute Resolution. Intentionally Omitted.

m. Attorneys' Fees and Costs

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs including reasonable attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs,

electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

n. Public Records

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

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

records to the County upon termination of the Agreement, the Authority shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Authority keeps and maintains public records upon termination of the Agreement, the Authority shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

5. **IF THE AUTHORITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUTHORITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LEON COUNTY PURCHASING DIVISION  
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR  
1800-3 N. BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32308  
PHONE: [850-606-1600](tel:850-606-1600)  
EMAIL: [KELLEYS@LEONCOUNTYFL.GOV](mailto:KELLEYS@LEONCOUNTYFL.GOV)**



**IN WITNESS WHEREOF**, the parties cause this Agreement for Innovation Park Central Pond Trail Project Design and Construction Services to be executed by their duly authorized representatives as of the date first written above.

LEON COUNTY, FLORIDA

Leon County Research & Development Authority

BY: \_\_\_\_\_  
Vincent S. Long  
County Administrator

BY: \_\_\_\_\_  
David Ramsay

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

As its: Chair  
Date: \_\_\_\_\_

ATTEST:

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

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

Approved as to Form:  
Leon County Attorney's Office

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

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2017/2018; 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 27th day of March, 2018.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

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

Approved as to Form:  
Leon County Attorney's Office

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

## FISCAL YEAR 2017/2018 BUDGET AMENDMENT REQUEST

No: BAB18020  
Date: 3/27/2018

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 3/27/2018

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

### Request Detail:

#### Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	042006	337730	000	LCRDA - Innovaton Park Trail Grant	-	184,904	184,904
					Subtotal:	<u>184,904</u>	

#### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	042006	56300	572	Innovation Park Trail - Improvmnts Other Than Buildings	-	184,904	184,904
					Subtotal:	<u>184,904</u>	

### Purpose of Request:

This budget amendment appropriates \$184,904 received from the Leon County Research & Development Authority as part of an Agreement for Leon County to provide design and construction services for a proposed trail to be constructed around the Innovation Park Central Pond.

Group/Program Director

Budget Manager

\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution



Motion



Administrator







INNOVATION PARK CENTRAL POND TRAIL CONCEPTUAL PLAN

SCALE  
1" = 200'



**Leon County  
Board of County Commissioners**

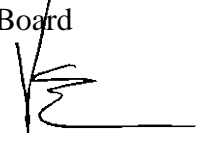
**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Agenda Item #7

March 27, 2018

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

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

**Title:** Plat of Upper East Subdivision and Acceptance of the Maintenance Agreement and Surety Device

<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 Tony Park, P.E., Director Public Works Charles Wu, P.E., Director of Engineering Services
<b>Lead Staff/ Project Team:</b>	Joseph D. Coleman, P.S.M., County Surveyor

### **Statement of Issue:**

In accordance with Leon County Code of Laws, this agenda item seeks approval of the plat of the Upper East Subdivision for recording in the Public Records and acceptance of the Maintenance Agreement and Surety Device.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the plat of the Upper East Subdivision for recording in the Public Record contingent upon staff's final review and approval (Attachment #1), and accept the Maintenance Agreement and Surety Device (Attachment #2).

## **Report and Discussion**

### **Background:**

As per Ordinance No. 07-20, plats submitted to the Board of County Commissioners for approval must meet all requirements and be certified by the County Engineer. Once approved, the original of the approved plat will be forwarded to the Clerk of Court for recording in the public records.

Upper East, a Public Cluster Subdivision, was approved by the Development Review Committee as a Type "B" site and development plan on March 1, 2017 (Attachment #3). The development being platted consists of 12.517 acres containing twenty four residential lots, private alleys, 60% preservation area, an existing County stormwater treatment pond that provides treatment for Lake Hall Road, and a new stormwater management facility that provides treatment and rate control for the new impervious area.

### **Analysis:**

Upper East Subdivision is located in Section 33, Township 2 North, Range 1 East, on the northwesterly side of Thomasville Road and at the Lake Hall Road Intersection (Attachment #4).

All infrastructures within the Subdivision have been completed in accordance with the approved construction plans. Final inspection has been performed and reports have been received and reviewed by the County Engineer. To guarantee the public infrastructure against defects and materials and/or workmanship, the County Engineer recommends acceptance of the \$52,452.45 Maintenance Agreement and Surety Device (Attachment #2).

As of the date of the preparation of this agenda, the final plat of the Subdivision (Attachment #1) is still under review by the appropriate departments and agencies. Staff recommends the Board accept the plat and approve recording upon completion of staff's final review and approval. Should there be a need for any substantive change in the plat, staff will resubmit the plat for approval by the Board at a future regularly scheduled meeting.

### **Options:**

1. Approve the plat of the Upper East Subdivision for recording in the Public Record contingent upon staff's final review and approval (Attachment #1), and accept the Maintenance Agreement and Surety Device (Attachment #2).
2. Do not approve the plat of the Upper East Subdivision for recording in the Public Record contingent upon staff's final review and approval, and do not accept the Maintenance Agreement and Surety Device.
3. Board direction.

### **Recommendation:**

Option #1.



Attachments:

1. The Upper East Plat
2. Maintenance Agreement and Surety Device
3. Development Review Letter
4. Location Map



# UPPER EAST SUBDIVISION

A SUBDIVISION LOCATED IN SECTION 33, TOWNSHIP 2 NORTH,  
RANGE 1 EAST, LEON COUNTY, FLORIDA

## DEDICATION

### STATE OF FLORIDA, COUNTY OF LEON

Know all by these presents that Upper East Development LLC, a Florida limited liability company, the owner in fee simple of the lands shown hereon platted as UPPER EAST SUBDIVISION, a subdivision located in Section 33, Township 2 North, Range 1 East, Leon County, Florida and being more particularly described as follows:

A PORTION OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY FLORIDA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4781, PAGE 1939, OFFICIAL RECORDS BOOK 4781, PAGE 1473 AND OFFICIAL RECORDS BOOK 4791, PAGE 687, PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89 DEGREES 57 MINUTES 20 SECONDS EAST FOR 359.31 FEET; THENCE RUN SOUTH 00 DEGREES 22 MINUTES 39 SECONDS WEST FOR 2551.87 FEET TO A CONCRETE MONUMENT LYING ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF LAKE HALL ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY RUN SOUTH 00 DEGREES 23 MINUTES 47 SECONDS WEST FOR 90.20 FEET TO A CONCRETE MONUMENT (MARKED #1254); THENCE RUN SOUTH 89 DEGREES 23 MINUTES 26 SECONDS EAST FOR 264.92 FEET TO A CONCRETE MONUMENT (MARKED #1719); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 27 SECONDS WEST FOR 189.47 FEET TO A CONCRETE MONUMENT (MARKED #1719); THENCE RUN NORTH 55 DEGREES 44 MINUTES 12 SECONDS WEST FOR 296.94 FEET TO A CONCRETE MONUMENT (MARKED #1719); THENCE RUN SOUTH 00 DEGREES 10 MINUTES 24 SECONDS WEST FOR 805.29 FEET TO A CONCRETE MONUMENT (MARKED #1254); THENCE RUN SOUTH 88 DEGREES 57 MINUTES 14 SECONDS EAST FOR 243.47 FEET TO A 5/8" IRON ROD (NO ID); THENCE RUN SOUTH 00 DEGREES 18 MINUTES 46 SECONDS WEST FOR 178.46 FEET TO A CONCRETE MONUMENT (MARKED #1254); THENCE RUN SOUTH 00 DEGREES 23 MINUTES 49 SECONDS WEST FOR 209.43 FEET TO A 5/8" IRON ROD (MARKED #732); THENCE RUN SOUTH 89 DEGREES 14 MINUTES 40 SECONDS EAST FOR 292.14 FEET TO A 5/8" IRON ROD (MARKED LB#5509) LYING ON THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THOMASVILLE ROAD (STATE ROAD No. 61), SAID POINT LYING ON A CIRCULAR CURVE BEING CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 22853.31 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 19 MINUTES 59 SECONDS FOR AN ARC DISTANCE OF 132.79 FEET, CHORD BEING NORTH 23 DEGREES 03 MINUTES 06 SECONDS EAST, 132.79 FEET TO A 5/8" IRON ROD (NO ID); THENCE RUN SOUTH 89 DEGREES 51 MINUTES 31 SECONDS WEST FOR 96.25 FEET TO A 5/8" IRON ROD (MARKED LB#5509); THENCE RUN NORTH 00 DEGREES 05 MINUTES 18 SECONDS WEST FOR 206.24 FEET TO A CONCRETE MONUMENT (MARKED #1254); THENCE RUN SOUTH 89 DEGREES 32 MINUTES 56 SECONDS EAST 181.28 FEET TO AN IRON ROD AND CAP (MARKED LB6745) LYING ON THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THOMASVILLE ROAD; THENCE RUN NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY (AS MONUMENTED) THE FOLLOWING (3) THREE COURSES: NORTH 10 DEGREES 51 MINUTES 15 SECONDS EAST 62.69 FEET TO AN IRON ROD AND CAP (MARKED F.D.O.T.); SOUTH 89 DEGREES 36 MINUTES 36 SECONDS EAST 13.97 FEET TO AN IRON ROD AND CAP (MARKED F.D.O.T.); SAID POINT LYING ON A CIRCULAR CURVE BEING CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 22983.31 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 16 MINUTES 15 SECONDS FOR AN ARC DISTANCE OF 108.65 FEET, CHORD BEING NORTH 23 DEGREES 17 MINUTES 09 SECONDS EAST 108.65 FEET TO AN IRON ROD AND CAP (MARKED LB6590) LYING ON THE INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THOMASVILLE ROAD WITH THE SOUTHWESTERLY RIGHT-OF-WAY BOUNDARY OF LAKE HALL ROAD; THENCE RUN NORTH 63 DEGREES 31 MINUTES 40 SECONDS WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY BOUNDARY FOR 351.78 FEET TO A FOUND CONCRETE MONUMENT (MARKED LEON CO.); THENCE RUN NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST ALONG SAID BOUNDARY RIGHT-OF-WAY FOR 525.54 FEET TO A CONCRETE MONUMENT (MARKED LEON CO.), SAID POINT ALSO BEING A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 219.18 FEET, THROUGH A CENTRAL ANGLE OF 112 DEGREES 22 MINUTES 21 SECONDS FOR AN ARC DISTANCE OF 429.87 FEET, CHORD BEING NORTH 57 DEGREES 03 MINUTES 08 SECONDS WEST, 364.21 FEET TO A CONCRETE MONUMENT (MARKED LEON CO.) AND A POINT OF TANGENCY; THENCE RUN SOUTH 66 DEGREES 45 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY OF LAKE HALL ROAD FOR 126.43 FEET TO A CONCRETE MONUMENT (MARKED LEON CO.); THENCE RUN SOUTH 79 DEGREES 02 MINUTES 37 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY OF LAKE HALL ROAD FOR 9.31 FEET TO A CONCRETE MONUMENT (MARKED LEON CO.) AND THE POINT OF BEGINNING.

SAID LANDS CONTAINING 545,230 SQUARE FEET (12.517 ACRES) MORE OR LESS.

Have caused said land to be divided and subdivided as shown hereon:

To the Perpetual Use of the Public the sidewalk easements as shown and depicted hereon.

Reserving in all cases however, the reversions thereof should the same be renounced, disclaimed, abandoned or the use thereof discontinued or prescribed by law appropriate official action of the proper officials having charge or jurisdiction thereof.

This the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

By \_\_\_\_\_  
Matthew T. McHaffie, Its Manager  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_

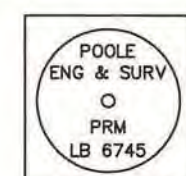
## ACKNOWLEDGMENT

### STATE OF FLORIDA, COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, A.D. by Matthew T. McHaffie as Manager and on behalf of Upper East Development LLC, a Florida limited liability company, who is personally known to me or has produced a driver's license as identification, acknowledges that he executed the foregoing dedication freely and voluntarily for the use and purposes therein stated on behalf of such limited liability company.

Notary Public, State of Florida

My Commission Expires



A 4" x 4" CONCRETE MONUMENT  
WITH METAL DISC MARKING  
PERMANENT REFERENCE  
MONUMENTS.



5/8" IRON ROD WITH PLASTIC  
CAP MARKING INTERIOR LOT  
CORNERS.



VICINITY MAP (NOT TO SCALE)

## NOTES:

- 1) DATE OF BOUNDARY SURVEY: OCTOBER 26, 2016.
- 2) BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY BOUNDARY OF LAKE HALL ROAD AS BEING NORTH 00°51'57" WEST.
- 3) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
- 4) ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
- 5) LOTS SHALL NOT BE DIVIDED OR SUBDIVIDED WITHOUT COMPLYING WITH PLATTING PROCESS PURSUANT TO CHAPTER 177, FLORIDA STATUTES AND LEON COUNTY SUBDIVISION REGULATIONS.
- 6) THE CONSTRUCTION OF PERMANENT STRUCTURES, INCLUDING FENCES BUT EXCLUDING DRIVEWAYS, IS PROHIBITED WITHIN DRAINAGE AND UTILITY EASEMENTS.
- 7) FIXED IMPROVEMENTS ON THIS PROPERTY ARE NOT SHOWN ON THIS PLAT.
- 8) BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 12073C 0138F, DATED AUGUST 18, 2009, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN FLOOD ZONE "X".
- 9) ALL MEASUREMENTS ARE IN U.S. SURVEY FEET AND ARE HORIZONTAL DISTANCES.
- 10) ALL PLATTED UTILITY EASEMENTS SHALL ALSO ALLOW FOR CABLE TELEVISION SERVICES IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091 (28); PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
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- 12) ALL O.R. BOOK AND PAGES AS PER LEON COUNTY, FLORIDA.
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## LEGEND

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- FIR=FOUND IRON ROD (5/8")
- SCM=SET CONCRETE MONUMENT LB#6745 (4"x4")
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- C=CENTERLINE
- F.D.O.T.=FLORIDA DEPARTMENT OF TRANSPORTATION
- SWMP=STORM WATER MANAGEMENT FACILITY

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## GWEN MARSHALL CLERK OF CIRCUIT COURT

Accepted for the files and recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2018 in Plat Book \_\_\_\_\_ Page \_\_\_\_\_, of the Public Records of Leon County, Florida

By: \_\_\_\_\_  
Deputy Clerk of Circuit Court  
Leon County, Florida

## JOINDERS IN DEDICATION

All persons having an interest in the property described hereon have joined in this dedication as follows:

Name	O.R. Book/Page	Date
_____	O.R. Book _____, Pg _____	_____
_____	_____	_____
_____	_____	_____

## SITE PLAN REVIEW APPROVAL

This plat conforms to the site plan approved by the Board of County Commissioners of Leon County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
Leon County Development Support and Environmental Services

## PLAT REVIEW

Plat reviewed for compliance with Chapter 177, Florida Statutes.

Joseph D. Coleman  
County Land Surveyor  
Professional Surveyor and Mapper Florida Certificate No. 5590

## COUNTY COMMISSION

Approved and Joined in by The Board of County Commissioner of Leon County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2018, A.D.

By: \_\_\_\_\_  
Nick Maddox, Chairman  
By: \_\_\_\_\_  
County Attorney  
By: \_\_\_\_\_  
County Engineer

## SURVEYOR'S CERTIFICATION

I hereby certify that this survey was made under my responsible direction and supervision and is a correct representation of the lands surveyed, that the permanent reference monuments and permanent control points have been set and that the monumentation and survey data comply with Chapter 177, Part 1, Platting.

PRELIMINARY

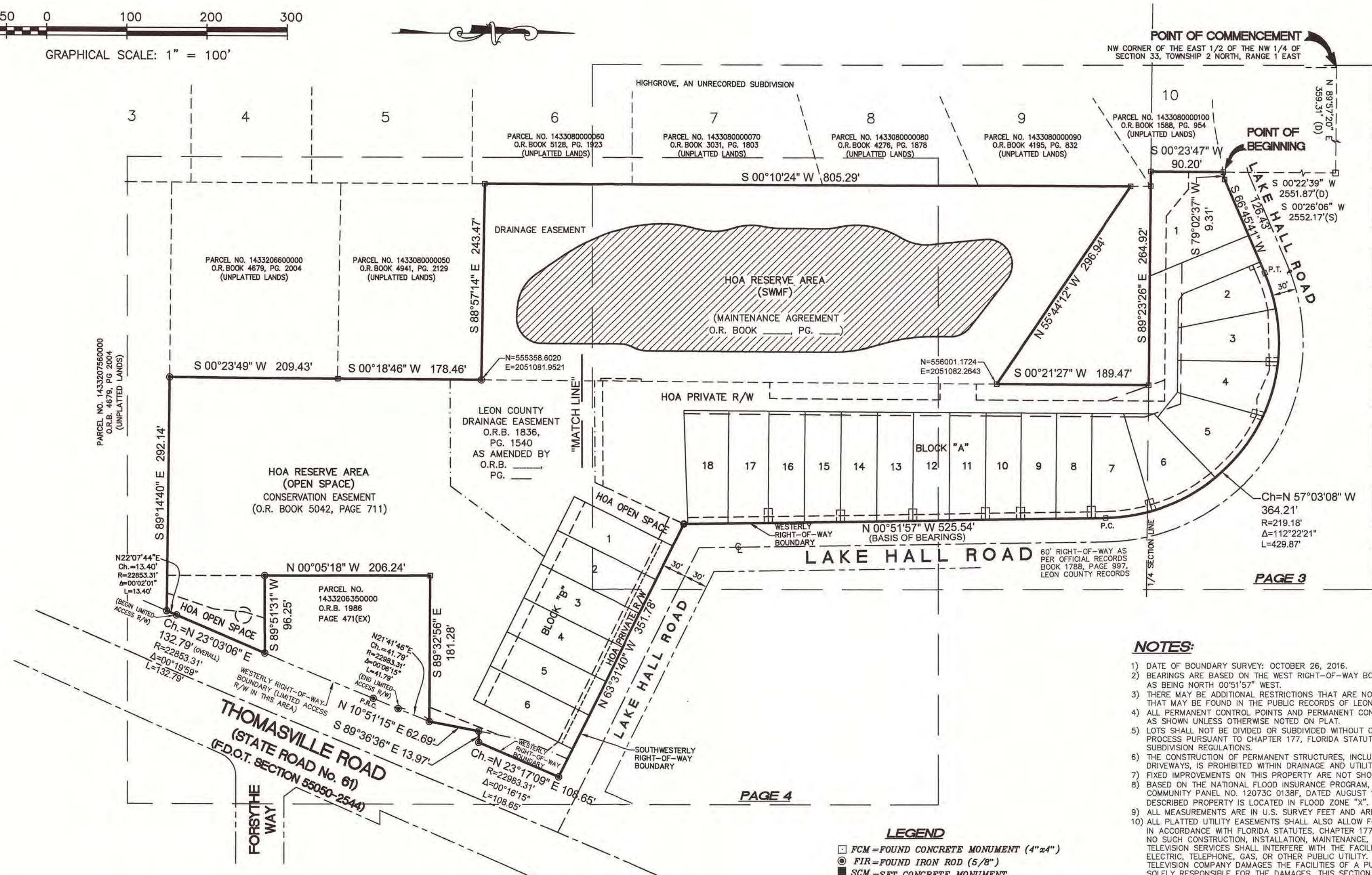
Jay Alan Keri  
Professional Surveyor and Mapper  
Florida Certificate No. 5721

PREPARED BY

**POOLE** ENGINEERING & SURVEYING, Inc.  
LB NO. 6745  
2145 DELTA BOULEVARD, SUITE 100  
TALLAHASSEE, FLORIDA 32303 (850) 386-5117

PROJECT NO. 15195 PAGE 1 OF 4



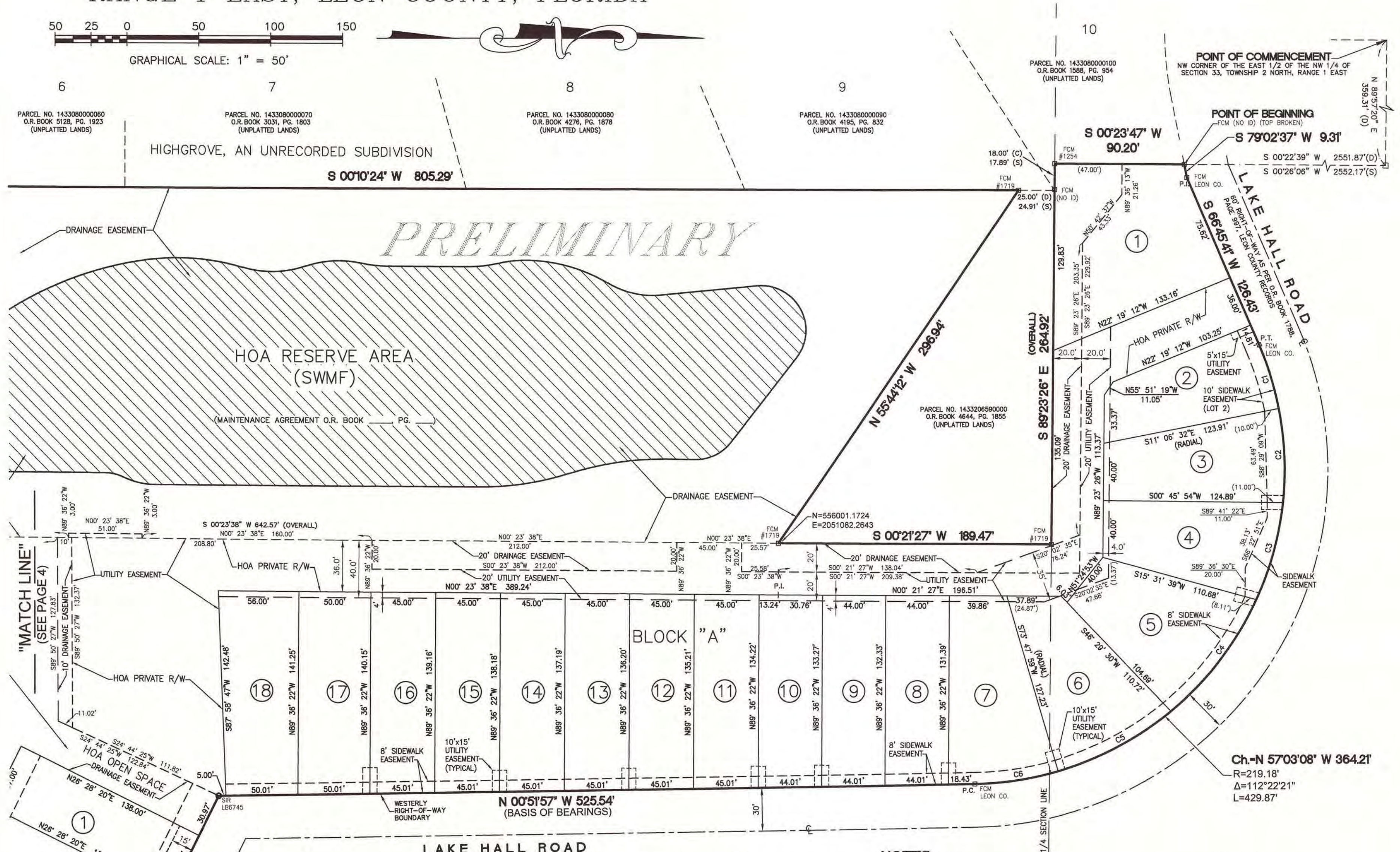
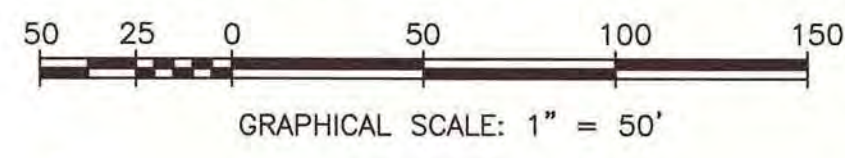


PAGE 2 OF 4

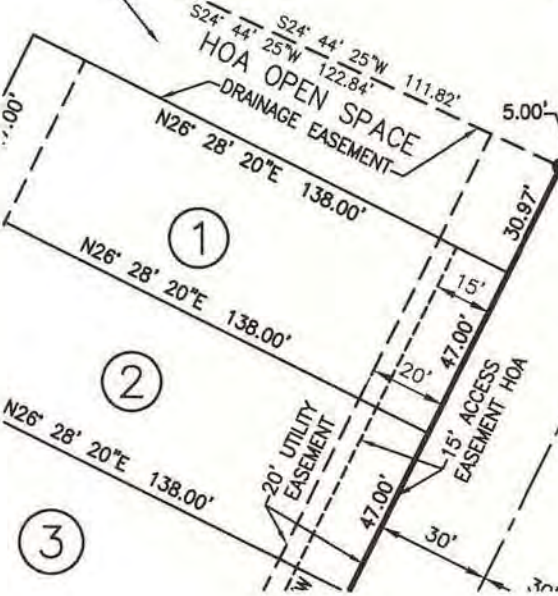


# UPPER EAST SUBDIVISION

A SUBDIVISION LOCATED IN SECTION 33, TOWNSHIP 2 NORTH,  
RANGE 1 EAST, LEON COUNTY, FLORIDA



"MATCH LINE"  
(SEE PAGE 4)



**NOTICE:**  
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Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	46.40	219.18	12°07'47"	S72° 49' 35"W	46.31
C2	65.85	219.18	17°12'49"	S87° 29' 52"W	65.60
C3	70.78	219.18	18°30'11"	N74° 38' 38"W	70.47
C4	98.60	219.18	25°46'26"	N52° 30' 19"W	97.77
C5	89.58	219.18	23°25'05"	N27° 54' 34"W	88.96
C6	58.66	219.18	15°20'04"	N8° 31' 59"W	58.49

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  - C = CENTERLINE
  - F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
  - SWMF = STORM WATER MANAGEMENT FACILITY

- NOTES:**
- DATE OF BOUNDARY SURVEY: OCTOBER 26, 2016.
  - BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY BOUNDARY OF LAKE HALL ROAD AS BEING NORTH 0°05'15" WEST.
  - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
  - ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
  - LOTS SHALL NOT BE DIVIDED OR SUBDIVIDED WITHOUT COMPLYING WITH PLATTING PROCESS PURSUANT TO CHAPTER 177, FLORIDA STATUTES AND LEON COUNTY SUBDIVISION REGULATIONS.
  - THE CONSTRUCTION OF PERMANENT STRUCTURES, INCLUDING FENCES BUT EXCLUDING DRIVEWAYS, IS PROHIBITED WITHIN DRAINAGE AND UTILITY EASEMENTS.
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POOLE  
ENG & SURV  
O  
PRM  
LB 6745

POOLE  
ENG & SURV  
O  
PRM  
LB 6745

4" x 4" CONCRETE MONUMENT  
WITH METAL DISC MARKING  
PERMANENT REFERENCE  
MONUMENTS.

5/8" IRON ROD WITH PLASTIC  
CAP MARKING INTERIOR LOT  
CORNERS.

PREPARED BY:

**POOLE ENGINEERING & SURVEYING, Inc.**  
LB NO. 6745  
2145 DELTA BOULEVARD, SUITE 100  
TALLAHASSEE, FLORIDA 32303 (850)386-5117  
PROJECT NO. 15195



# UPPER EAST SUBDIVISION

A SUBDIVISION LOCATED IN SECTION 33, TOWNSHIP 2 NORTH,  
RANGE 1 EAST, LEON COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

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PARCEL NO. 1433206600000  
O.R. BOOK 4679, PG. 2004  
(UNPLATTED LANDS)

PARCEL NO. 1433080000050  
O.R. BOOK 4941, PG. 2129  
(UNPLATTED LANDS)

PRELIMINARY

HOA RESERVE AREA  
(OPEN SPACE)  
CONSERVATION EASEMENT  
(O.R. BOOK 5042, PAGE 711)

LEON COUNTY  
DRAINAGE EASEMENT  
O.R.B. 1836, PG. 1540  
AS AMENDED BY O.R.B.  
PG. \_\_\_\_\_

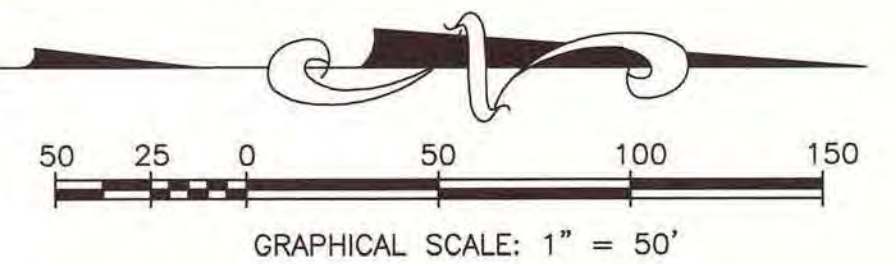
HOA RESERVE AREA  
(SWMF)

(MAINTENANCE AGREEMENT O.R. BOOK \_\_\_\_\_ PG. \_\_\_\_\_)

"MATCH LINE"  
(SEE PAGE 3)

BLOC

LAKE HALL ROAD  
60' RIGHT-OF-WAY AS PER OFFICIAL RECORDS BOOK  
1788, PAGE 997, LEON COUNTY RECORDS

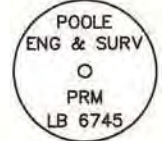


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A 4" x 4" CONCRETE MONUMENT  
WITH METAL DISC MARKING  
PERMANENT REFERENCE  
MONUMENTS.



5/8" IRON ROD WITH PLASTIC  
CAP MARKING INTERIOR LOT  
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PREPARED BY:

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TALLAHASSEE, FLORIDA 32303 (850)386-6117  
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PAGE 4 OF 4

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FORSYTHE  
WAY

THOMASVILLE ROAD  
(STATE ROAD No. 61)  
(F.D.O.T. SECTION 55050-2544)



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

## MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **UPPER EAST DEVELOPMENT LLC**, a Florida limited liability company, whose mailing address is 1300 Thomaswood Drive Tallahassee, Florida 32308 hereinafter called the DEVELOPER, and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the COUNTY.

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

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

PERFORMANCE OF THIS AGREEMENT by the DEVELOPER shall be secured by a Letter of Credit in the amount of \$52,452.45 with surety thereon approved by the COUNTY and COUNTY is authorized to redeem said letter of credit without notice.

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

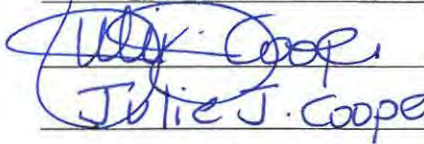


IN WITNESS WHEREOF the Developer has hereunto caused its name to be signed and the County has caused its name to be signed by its Chairman of its Board of County Commissioners, and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)

  
(Signature)

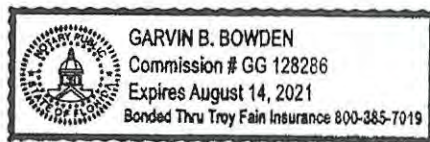
**GARVIN B. BOWDEN**  
(Typed or printed name)

  
(Signature)

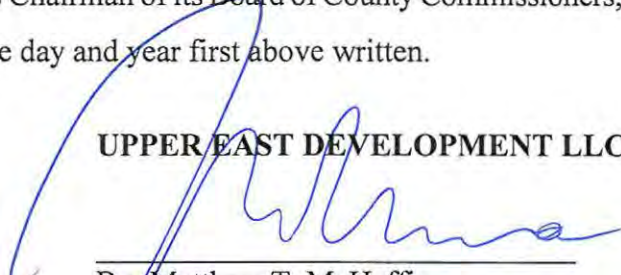
**Julie J. Cooper**  
(Typed or printed name)

COUNTY OF LEON  
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2018 by Matthew T. McHaffie as Manager and on behalf of Upper East Development LLC. He is personally known to me.



**UPPER EAST DEVELOPMENT LLC**

  
By: Matthew T. McHaffie  
Its: Manager

  
NOTARY PUBLIC, State of Florida

**LEON COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTEST:

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

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

APPROVED AS TO FORM:

Leon County Attorney's Office

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



March 12, 2018

**LETTER OF CREDIT**

To: Board of County Commissioners  
Leon County  
Leon County Courthouse  
Tallahassee, FL 32301

IRREVOCABLE LETTER OF CREDIT NO. 112618A

RE: Maintenance Agreement effective March 27, 2018

Dear Sirs:

We hereby open our Irrevocable Letter of Credit in your favor for the account of **UPPER EAST DEVELOPMENT LLC AND GBGH CONSTRUCTION, INC** and authorize you to draw on us up to an aggregate amount of \$52,452.45 available by your draft at sight accompanied by your written certification of statement of non-performance of the Maintenance Agreement between Upper East Development LLC and Leon County regarding the grading, paving, installation of all sidewalks, and drainage facilities for Upper East subdivision.

TC Federal Bank, and any negotiation bank or bankers are authorized to accept any documents presented in conjunction with this Letter of Credit as binding and correct without investigation or responsibility for the accuracy, veracity, conclusory, correctness or validity for the same or any part thereof.

This Letter of Credit shall remain in force and effect until March 12, 2020.

Your draft must be drawn on 30-day and negotiated on or before the above stated expiration date and must state on its face "drawn under Letter of Credit No. 112618A dated March 12, 2018.

Matt Brown  
Market President



# Leon County

## Board of County Commissioners

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

### Commissioners

JOHN E. DAILEY  
District 3  
Chairman

NICK MADDOX  
At-Large  
Vice Chairman

BILL PROCTOR  
District 1

JIMBO JACKSON  
District 2

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

DEPARTMENT OF DEVELOPMENT SUPPORT &  
ENVIRONMENTAL MANAGEMENT  
*Development Services Division*  
Renaissance Center, 2<sup>nd</sup> Floor  
435 North Macomb Street  
Tallahassee, Florida 32301-1019  
Phone (850) 606-1300

March 2, 2017

Cheryl L. Poole P.E. (Agent)  
Poole Engineering & Surveying, Inc.  
2445 Delta Boulevard, Suite 100  
Tallahassee, FL 32303

RE: Upper East Subdivision  
Type B Site Plan – Final Design Plan Approval (FDPA) Track  
Leon County Project ID No.: LSP160018  
Tax Parcel Identification Number(s): 14-33-20-201-0000, 14-33-20-601-0000,  
14-33-20-634-0000, 14-33-20-606-0000, & 14-33-20-529-0000

Dear Ms. Poole:

This letter is to notify you that on Wednesday, March 1, 2017, the Leon County Development Review Committee (DRC) approved the above-referenced site and development plan subject to conditions outlined in the staff reports available for download in ProjectDox. The DRC added two conditions during the meeting: 1) to require landscaping along Block B between the sidewalk and frontage road; and 2) any proposed lighting shall be illustrated on the site plan and shall consist of fixtures that are designed to shield the light source (full cut-off) to reduce glare and light pollution onto adjacent parcels.

During this meeting, the DRC also approved the Deviation Request to waive the alley-loaded requirement for clustered residential lots less than 60 feet in width, applicable in the LP zoning district. The request only applies to Block B, Lots 1-6.

Subsequent to the action of the DRC to approve a Type "B" site and development plan subject to conditions, the applicant shall furnish for review and verification by the DRC or their designee, a revised site and development plan application demonstrating compliance with all conditions. The revised site and development plan shall be submitted to the DRC or their designee within 90 days of the date of approval entity's action; however, the applicant may, upon demonstration of good faith effort and hardship that is not self-created, be granted a 90 day extension by the DRC or designee. Subsequent 90-day extensions may be requested



Upper East (LSP160018)  
Type 'B' Site Plan - FDPA Track  
Page 2

a 90 day extension by the DRC or designee. Subsequent 90-day extensions may be requested and granted based on the same criteria. Failure to comply with these time limits shall render the site and development plan application approval expired.

Please submit one (1) hard copy of the revised site and development plan with signature block and upload a digital set to ProjectDox. If you have a question about the information in this letter, please contact our office immediately. After the revised site and development plan has been received by this office, it will be provided to the DRC members for signature. After each DRC member signs the plans, a copy will be digitally uploaded into the Project Dox system for access by all interested parties. Please be advised that the site and development plan should only reflect changes that may be necessary to satisfy the above-referenced conditions. In all other regards, the plan should be identical to the site and development plan originally submitted for review.

Pursuant to Section 10-7.404 of the Leon County Land Development Code, the written preliminary decision of the DRC shall become the DRC's final decision 15 calendar days after it is rendered unless a person who qualifies as a party, as defined in Section 10-7.414, and who had filed written comments with the Department of Development Support & Environmental Management prior to the adjournment of the DRC meeting at which the decision was rendered files a Notice of Intent to file an appeal of a decision on a site and development plan application. Subsequent to the filing of a Notice of Intent, a Petition must be filed within 30 calendar days from the date of rendition of the DRC's decision. Petitions shall be made in writing and directed to the Clerk of the DRC, and shall include the project name, application number, a description of the facts upon which the decision is challenged and all allegations of inconsistency with the Comprehensive Plan and land development regulations and any argument in support thereof. Failure to file both a Notice of Intent and a Petition is jurisdictional and will result in a waiver of the hearing. Hearings before a special master will be conducted in accordance with the procedures outlined in Sections 10-7.414 and 10-7.415.

This approval was based on the information presented at the DRC meeting, and is intended to meet the procedural requirements of the Leon County Code of Laws. As such, it does not waive any other applicable local, state, or federal regulations.

If you have any questions, please do not hesitate to contact Alison Bosco of our office at (850) 606-1300 or send email to "Boscoa@leoncountyfl.gov".

Sincerely,

A handwritten signature in black ink, reading "DAVID R McDEVITT", followed by a horizontal line.

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

cc: ProjectDox File LSP160018

Upper East (LSP160018)  
Type 'B' Site Plan - FDPA Track  
Page 3

GBGH, Construction, Inc; Address: P.O. Box 3947 Tallahassee, FL 32315  
Jim Brodie; Email: [Jamesbrodie@aol.com](mailto:Jamesbrodie@aol.com)  
Deann Brunch; Email: [deannhogesbrunch@gmail.com](mailto:deannhogesbrunch@gmail.com)  
Jennie Collett; Email: [jennicollett@comcast.com](mailto:jennicollett@comcast.com)  
Evan Singer; Email: [Ess@pudgettlaw.net](mailto:Ess@pudgettlaw.net)  
George E. Lewis II; Email: [gelewis2@embarqmail.com](mailto:gelewis2@embarqmail.com)  
Dan Scheer; Email: [dscheer1@gmail.com](mailto:dscheer1@gmail.com)  
Steven Tyler; Email: [stevenjtaylor@hotmail.com](mailto:stevenjtaylor@hotmail.com)  
Ken Tucker; Email: [ktuck1720@embarqmail.com](mailto:ktuck1720@embarqmail.com)  
Lonnie Mann; Email: [hscotch@embarqmail.com](mailto:hscotch@embarqmail.com)  
Fred Griffen; Address: 4828 Anhinga Ln Tallahassee, Florida 32309  
Deloris Sawyer; Address: 4499 Handsome Quarters Tallahassee, FL 32309  
Rosa H. Autery; Address: 2650 James Smith Lane Tallahassee, FL 32309  
Robert Drach; Address: 4492 Handsome Quarter Tallahassee, FL 32309  
Mastoshi & Soo Chong Nagashima; Address: 4708 Stoney Trail Tallahassee, FL 32309

I hereby certify that this order was rendered unto me this 2<sup>nd</sup> day of March,  
2017.



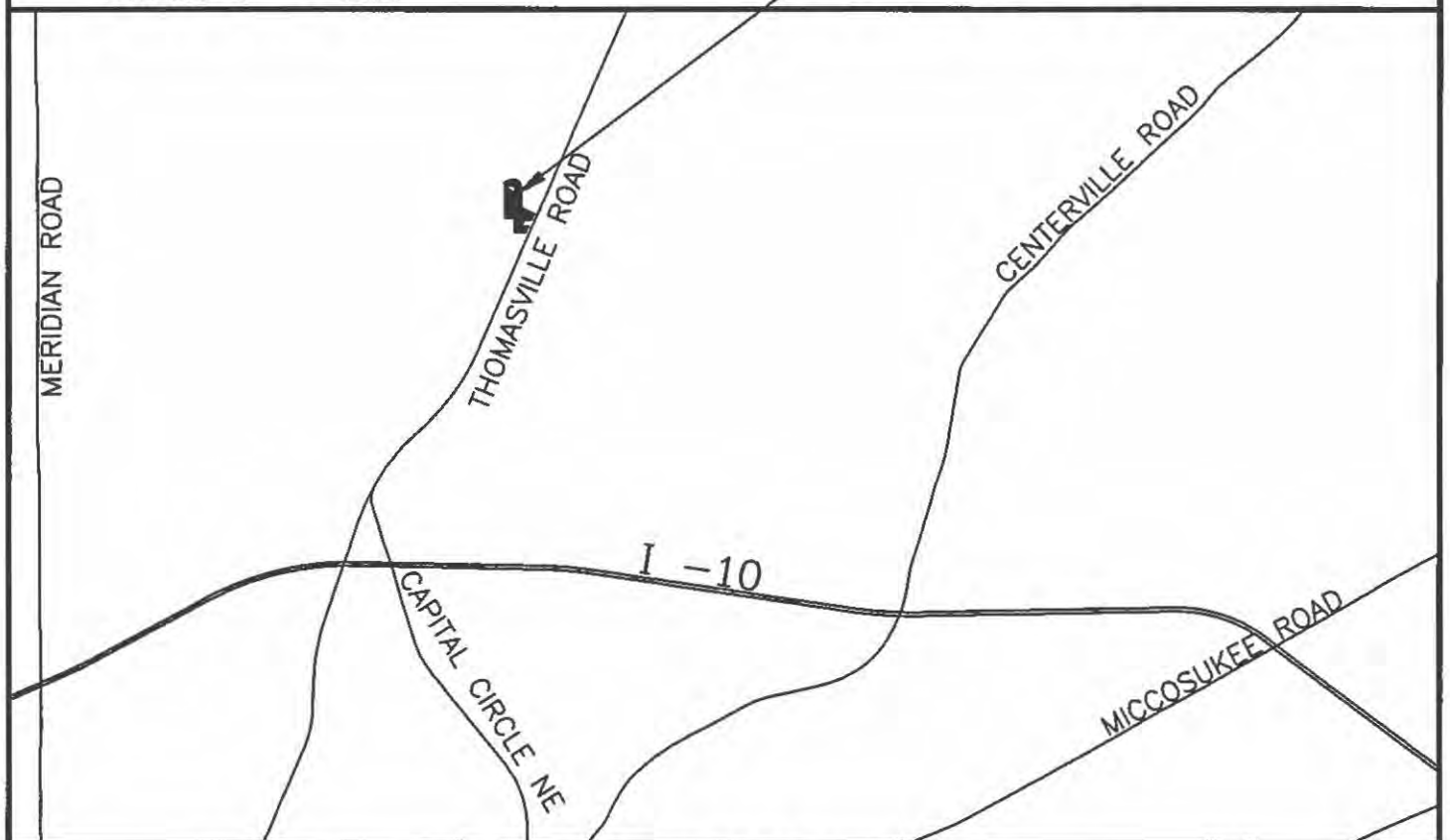
Pam Scott  
Clerk of the Development Review Committee



**SITE MAP**

SCALE 1" = 500'

**UPPER EAST SUDIV.**



**LOCATION MAP**

SCALE 1" = 5000'



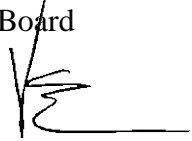
**Leon County  
Board of County Commissioners  
Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Agenda Item #8

March 27, 2018

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

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

**Title:** Local Agency Program Agreement Between Leon County and Florida Department of Transportation for the Design of Bicycle Lanes on a Portion of Smith Creek Road (CR375)

<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 Tony Park, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services
<b>Lead Staff/ Project Team:</b>	Chris Muehlemann, P.E., Chief of Engineering Services Felton Ard, P.E., Customer Support Engineer

### **Statement of Issue:**

This item seeks approval of a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the County to receive \$110,000 for the design of bicycle lanes on a portion of Smith Creek Road to enhance and promote the safe use of non-motorized transportation alternatives to access the Apalachicola National Forest. The LAP agreement is required as part of the Project Memorandum of Agreement (MOA) between Leon County, FDOT and the Federal Highway Administration (FHWA) approved by the Board at the February 27, 2018 meeting.

### **Fiscal Impact:**

This item has a fiscal impact. This agenda item realizes \$110,000 from the FDOT toward the project costs for the design of the proposed bicycle lanes. No County match is required. After completion of the design, a future agenda item will be presented to the Board in Fiscal Year 2019 for authorization of a second LAP Agreement with the FDOT to secure the remaining funding for the construction aspects of the project estimated at \$890,000.

### **Staff Recommendation:**

See next page.

Title: Local Agency Program Agreement Between Leon County and Florida Department of Transportation for the Design of Bicycle Lanes on a Portion of Smith Creek Road (CR375)

March 27, 2018

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**Staff Recommendation:**

- Option #1: Approve the Local Agency Program Agreement with Florida Department of Transportation for the design of bicycle lanes on a portion of Smith Creek Road (Attachment #1), and authorize the County Administrator to execute.
- Option #2: Adopt the Resolution for the Local Agency Program Agreement as referenced in the Locally Funded Agreement for the design of bicycle lanes on a portion of Smith Creek Road (Attachment #2), and authorize the Chairman to execute.
- Option #3: Adopt the Resolution and associated Budget Amendment Request realizing \$110,000 from the Florida Department of Transportation into the County budget (Attachment #3).

## **Report and Discussion**

### **Background:**

This item seeks Board approval of the proposed Local Agency Program (LAP) Agreement between Leon County and Florida Department of Transportation (FDOT) to design bicycle lanes on a portion of Smith Creek Road. FDOT will provide funding of \$110,000 for project design through this Agreement. This item also seeks Board adoption of a Resolution as required by FDOT in paragraph one of the Agreement.

In 2014, Public Works staff received a Call for Projects from the Federal Highway Administration (FHWA) Eastern Federal Lands Access Program. At the time, the Smith Creek Road Bike Lanes and Improved Shoulders project from Highway 20 to the Leon County/Wakulla County line was identified in the Capital Region Transportation Planning Agency (CRTPA) NEEDS Plans of the Regional Mobility Plan and was eligible for this application. The application was submitted, but was not selected for award in 2014.

In June 2016, staff received the Call for Projects again. The Board authorized staff to submit another application package at the October 25, 2016 Board meeting. Staff was notified on June 6, 2017 by the FHWA that they intended to award Leon County \$1,020,000 for the design and construction of bicycle lanes to a portion of Smith Creek Road (CR375).

The Board authorized a Project Memorandum of Agreement between Leon County, FDOT and the FHWA at the February 27, 2018 Board meeting.

### **Analysis:**

Smith Creek Road (CR375) is a paved two lane roadway that extends 8.3 miles from its intersection with State Road 20 south to the Wakulla County line (Attachment #4). The roadway is currently 22 feet wide and paved with asphalt. The overall purpose of the project is to enhance and promote the safe use of non-motorized transportation alternatives to access the Apalachicola National Forest. This project will provide a bicycle friendly corridor in western Leon County where few options exist. The current project scope is to add 5-foot paved bike lanes on both sides of the road and to overlay/re-stripe approximately 1.3 miles of the roadway beginning at the State Road 20 intersection. It is anticipated that staff will pursue future application cycles with FHWA to possibly leverage additional federal funds to aid implementation of the entire length of Smith Creek Road (CR375).

Two LAP Agreements will be needed to secure the entire award. After completion of the Project Design LAP Agreement associated with this agenda item, a second agenda item will be presented to the Board in Fiscal Year 2019 for authorization of a second LAP Agreement with the FDOT to secure the remaining funding for the construction aspects of the project. A Budget Amendment Request for \$890,000 will be included as part of the subsequent agenda item.

Title: Local Agency Program Agreement Between Leon County and Florida Department of Transportation for the Design of Bicycle Lanes on a Portion of Smith Creek Road (CR375)

March 27, 2018

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Twenty thousand dollars (\$20,000) will be retained within FHWA-Eastern Federal Lands Highway Division (EFLHD) for Project Management.

If the Agreement is approved, it is anticipated that the project design selection process will begin in Spring 2018, and all design activities will be completed by the end of June 30, 2019. After design work is complete, another LAP Agreement will be presented to the Board for the funding of construction in summer of 2019.

**Options:**

1. Approve the Local Agency Program Agreement with Florida Department of Transportation for the design of bicycle lanes on a portion of Smith Creek Road (Attachment #1), and authorize the County Administrator to execute.
2. Adopt the Resolution for the Local Agency Program Agreement as referenced in the Locally Funded Agreement for the design of bicycle lanes on a portion of Smith Creek Road (Attachment #2), and authorize the Chairman to execute.
3. Adopt the Resolution and associated Budget Amendment Request realizing \$110,000 from the Florida Department of Transportation into the County budget (Attachment #3).
4. Do not approve the Local Agency Program Agreement with Florida Department of Transportation for the design of bicycle lanes on a portion of Smith Creek Road.
5. Board direction.

**Recommendation:**

Options #1, #2 and #3.

**Attachments:**

1. Proposed draft Local Agency Program Agreement
2. Resolution approving Local Agency Program Agreement
3. Resolution and associated Budget Amendment Request
4. Project location map



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

Attachment #1  
Page 1 of 22  
525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 1 of 15

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FPN: 442060-1-38-01	FPN: _____	FPN: _____
Federal No (FAIN): FLAP-017-F	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: PLH	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____

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County No: 55 (Leon) Contract No: \_\_\_\_\_

Local Agency Vendor No: F596000435090 Local Agency DUNS No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Leon County, Florida, a charter county and political subdivision of the State of Florida ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

**1. Authority:** The Agency, by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

**2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design of CR 375 Smith Creek Road Bike Lane and Safety Improvement Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

**3. Term of Agreement:** The Agency agrees to complete the Project on or before June 30, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**4. Project Cost:**

- A. The total cost of the Project is \$ 110,000. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$110,000 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
  - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
  - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

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**LOCAL AGENCY PROGRAM AGREEMENT**

- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments:**

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay

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in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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**6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

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- vii.** Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- H.** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**8. Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
  - iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold

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established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- C. The Agency 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 Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**9. Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**10. Contracts of the Agency:**

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

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- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. 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, 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.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.



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- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from 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 Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

~~To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from 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 consultant and persons employed or utilized by the consultant in the performance of this Contract.~~

~~This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."~~

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Miscellaneous Provisions:**

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a

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provision requiring compliance 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).

- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts,

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subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☐ will ☐ will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
  - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
  - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
  - iii. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
  - iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
  - v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
  - vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

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- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

*The remainder of this page intentionally left blank.*

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Attachment #1  
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525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Leon County, Florida

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Jared Perdue, P.E.  
Title: Director of Transportation Development

Legal Review:

\_\_\_\_\_



**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 442060-1-38-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Leon County, Florida

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 1.300 miles

**PROJECT DESCRIPTION:** The design of 5' bike lanes, overlay of the roadway surface, and new pavement markings on CR 375 Smith Creek Road from S of Fire Department and end at SR 20.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be designed and constructed within the existing right of way. If right of way is needed, the agency shall notify the Department prior to commencement of any right-of-way activities. The Agency will be required to be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The Agency shall provide a copy of the 60%, 90% and final design plans for the Department's review and approval.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND RESPONSIBILITIES**

modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by June 30, 2019
- c) Right-of-Way requirements identified and provided to the Department by N/A
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by N/A
- f) Construction to be completed by N/A

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

#### **SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS Leon County, Florida 301 S. Monroe Street. 5 <sup>th</sup> Floor Tallahassee, FL. 32301	FPN: 442060-1-38-01
--	---------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Planning-18</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Planning Cost				
<b>Project Development &amp; Environment (PD&amp;E) - 28</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total PD&E Cost				
<b>Design - 38</b> FY: 2018 <u>\$110,000.00</u> FY: 2019 <u>\$0.00</u> FY: 2020 <u>\$0.00</u>	<u>\$110,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$110,000.00</u>
Total Design Cost	\$110,000.00	\$0.00	\$0.00	\$110,000.00
<b>Right-of-Way - 48</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Right-of-Way Cost				
<b>Construction-58</b> FY: _____ FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Construction Cost				
<b>Construction Engineering and Inspection (CEI) - 68</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total CEI Cost				
<b>Operations – 88</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Operations Costs				
<b>TOTAL COST OF THE PROJECT</b>	\$110,000.00	\$0.00	\$0.00	\$110,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

**Exhibit "E"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



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

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**EXHIBIT "F"**

**AGENCY RESOLUTION**

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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

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**EXHIBIT 1**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$110,000.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

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

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

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

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

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

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

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

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

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

**RESOLUTION: 18-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO APPROVE THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, AND LEON COUNTY, FLORIDA FOR THE DESIGN OF BICYCLE LANES ON SMITH CREEK ROAD.**

**WHEREAS**, The State of Florida, Department of Transportation (the “DEPARTMENT”) and Leon County, Florida, a charter county and political subdivision of the State of Florida (the “COUNTY”) are desirous of having the DEPARTMENT participate in the design of bicycle lanes on Smith Creek Road (the “PROJECT”), the details of which are described in the Local Agency Participation Agreement between the DEPARTMENT and the COUNTY as presented to the Board of County Commissioners of Leon County at its regular meeting on March 27, 2018 (the “LAP Agreement”); and

**WHEREAS**, the DEPARTMENT is prepared to contribute funds in an amount up to One Hundred Ten Thousand Dollars and Zero Cents (\$110,00.00) toward the PROJECT; and

**WHEREAS**, completion of the PROJECT is in the interest of the DEPARTMENT and the COUNTY, as the project will enhance and promote the safe use of non-motorized transportation alternatives to access the Apalachicola National Forest and provide a bicycle friendly corridor in western Leon County where few options exist.

**NOW, THEREFORE**, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 27th day of March, 2018, that the Board hereby approves the LAP Agreement and hereby authorizes the Chairman to execute the LAP Agreement in a form approved by the County Attorney.

Passed and adopted on this 27th day of March, 2018.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

APPROVED AS TO FORM:  
Leon County Attorney’s Office

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

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

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2017/2018; 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 27th day of March, 2018.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

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

Approved as to Form:  
Leon County Attorney's Office

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

## FISCAL YEAR 2017/2018 BUDGET AMENDMENT REQUEST

No: BAB18018  
Date: 3/27/2018

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 3/27/2018

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

### Request Detail: Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	052004	334401	000	FDOT - Smith Creek Bike Lanes	-	110,000	110,000
					<b>Subtotal:</b>	<u>110,000</u>	

### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	052004	56300	541	Smith Creek Bike Lanes - Improvements Other Than Buildings	-	110,000	110,000
					<b>Subtotal:</b>	<u>110,000</u>	

### Purpose of Request:

This budget amendment appropriates \$110,000 as a reimbursable grant from Florida Department of Transportation for a Local Agency Program (LAP) Agreement to design bicycle lanes on a portion of Smith Creek Road to enhance and promote the safe use of non-motorized transportation alternatives to access the Apalachicola National Forest.

Group/Program Director

Budget Manager

\_\_\_\_\_

\_\_\_\_\_

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

☒

Motion

☐

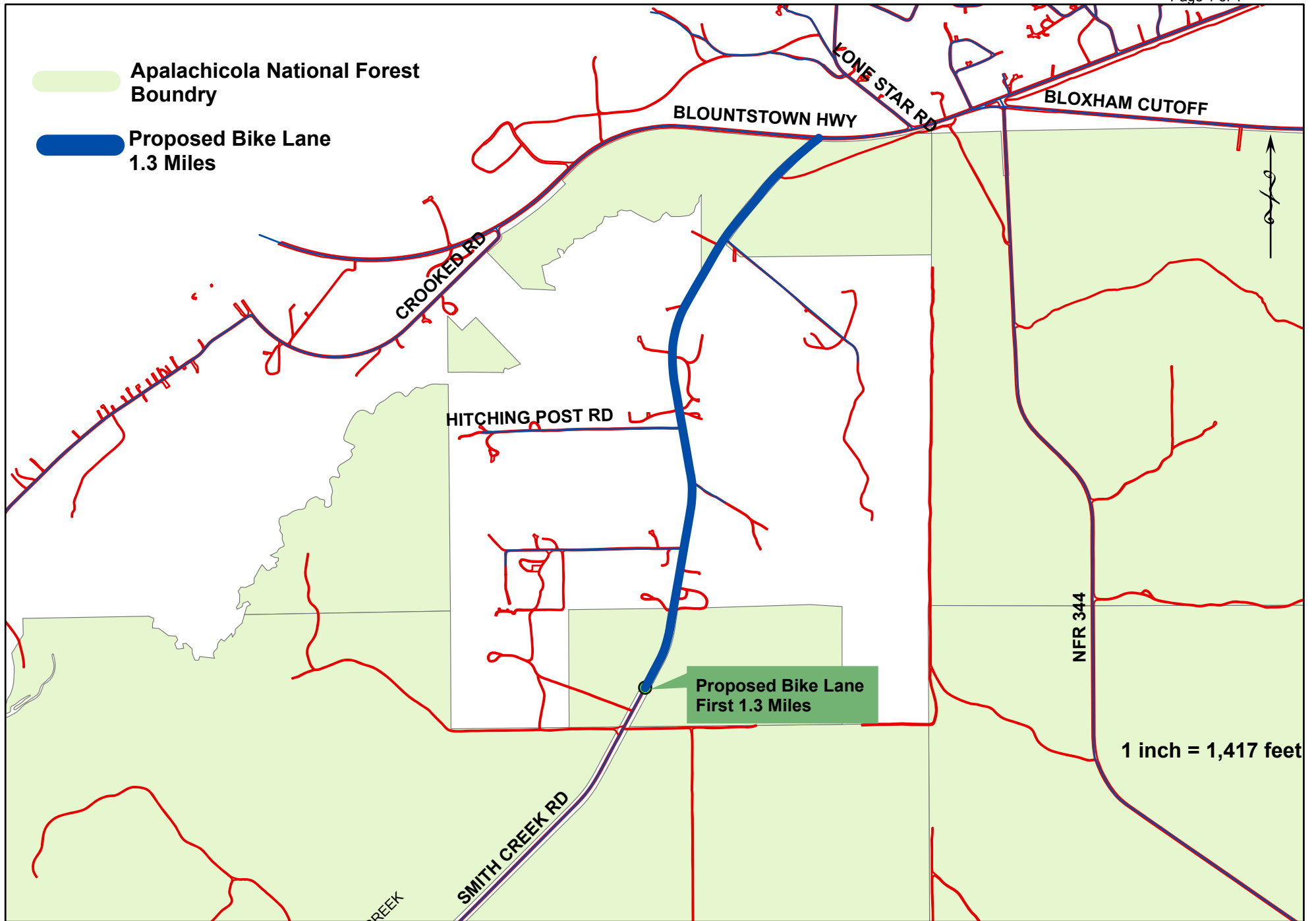
Administrator

☐



# LEON COUNTY

Attachment #4  
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**PROPOSED BIKE LANE SMITH CREEK RD./ COUNTY ROAD 375. 1.3 MILES**

**Leon County  
Board of County Commissioners**

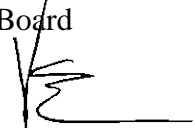
**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Agenda Item #9

March 27, 2018

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

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

**Title:** Supervised Pretrial Release Program 2017 Annual Report

<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>	Teresa Broxton, Director, Office of Intervention and Detention Alternatives James Crum, Pretrial Supervisor

### **Statement of Issue:**

As required by Florida Statute, this item seeks the Board's acceptance of the Supervised Pretrial Release Program 2017 Annual Report and authorization to submit the report to the Clerk of Circuit Court.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Accept the Supervised Pretrial Release Program 2017 Annual Report (Attachment #1), and authorize staff to submit to the Clerk of the Circuit Court and Comptroller for Leon County.

## **Report and Discussion**

### **Background:**

Section 907.43, Florida Statutes, cited as the “Citizens Right to Know Act,” requires Pretrial Release Programs to provide an annual report to the Board of County Commissioners and the Clerk of Circuit Court and Comptroller for Leon County. The report must identify program activities, funding sources, the number of defendants assessed after arrest and the number ordered into the Pretrial Release Program by the court (Attachment #1).

Additionally, the Citizens Right to Know Act requires all Pretrial Release Programs to submit a listing of the name and case number of each defendant that violated the terms of release by one of the following: issued a warrant for failing to appear in Court; booked into jail for a new arrest; committed a technical violation of pretrial release conditions (Attachment #2).

Leon County’s Supervised Pretrial Release Program is an alternative to monetary bail for defendants who are likely to appear in court and unlikely to present a danger to the community if released. Administrative Order 2006-02 (Attachment #3) serves as the guiding document for the Pretrial Release Program to ensure the consistent, objective application of criteria when considering a defendant’s eligibility for pretrial release and the appropriate conditions of release.

Using a standard evaluation tool, the Administrative Order provides Pretrial Release Program staff the authority to evaluate all persons arrested and booked into jail, and charged with a second degree non-violent felony or lesser offense. Those meeting the court-approved criteria may be released and monitored for compliance with the conditions of release by Pretrial Release staff until the case is disposed.

### **Analysis:**

The following analysis summarizes the calendar year 2017 Supervised Pretrial Release Program activities between January 1 and December 31, 2017:

- A total of 9,936 defendants were arrested and booked into the Leon County Jail; of that total, 1,479 were interviewed by Pretrial Release staff, (captured personal demographic and criminal history information)
- Of the 1,479 interviewed, 1,184 were further evaluated for release in accordance with criteria outlined in the Administrative Order 2006-02.
- 1,227 defendants were placed into the Supervised Pretrial Release Program. This figure represents an additional 110 defendants (9%) more than the total supervised during the previous year.
  - 70% or 861 of supervised defendants had no violations, were still enrolled, or had completed the program at the end of the calendar year.
  - 30% or 366 of supervised defendants violated the release conditions.

- Of the total violated, 16% were for technical reasons such as failing to abstain from or testing positive for illegal drugs or alcohol, failing to adhere to curfew.
- 5% committed a new law offense.
- 9% failed to appear for a court hearing.

As previously stated, Florida Statutes require the Pretrial Release Program to collect and report this data annually. Upon approval by the Board, the Supervised Pretrial Release Program 2017 Annual Report will be submitted to the Clerk of the Circuit Court and Comptroller.

**Options:**

1. Accept the Supervised Pretrial Release Program 2017 Annual Report (Attachment #1) and authorize staff to submit to the Clerk of Circuit Court and Comptroller for Leon County.
2. Do not accept the Supervised Pretrial Release Program 2017 Annual Report.
3. Board Direction

**Recommendation:**

Option #1.

**Attachments:**

1. Supervised Pretrial Release Program 2017 Annual Report
2. Public Registry Detail List of Violators
3. Administrative Order 2006-02



*LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
SUPERVISED PRETRIAL RELEASE PROGRAM  
ANNUAL REPORT*



*January 1, 2017 – December 31, 2017*

In compliance with Section 907.043, Florida Statutes

In compliance with Section 907.043, Florida Statutes, also known as the Citizens' Right-to-Know Act, each pretrial release program must submit an annual report for the previous calendar year to the governing body and to the Clerk of the Circuit Court in the county where the pretrial release program is located. The annual report must be submitted no later than March 31<sup>st</sup> of every year. This report is submitted in compliance with the aforementioned legislation. The information requested by the statute, which is in bold letters and italicized, is included prior to each response. The statute is also attached for reference.

***4(b)1. The name, location, and funding sources of the pretrial release division, including the amount of public funds, if any, received by the pretrial release division.***

The Leon County Supervised Pretrial Division is located at 501-C Appleyard Drive, Tallahassee, Florida 32304.

Funding sources for the Supervised Pretrial Release (SPTR) Division include both local general revenue and federal grant funds. A total of \$1,043,442.80 was received from these sources.

***2. The operating and capital budget of each pretrial release program receiving public funds***

The operating budget from public funds was \$1,043,442.80; there was no capital cost associated with the program.

***3a. The percentage of the pretrial release program's total budget representing receipt of public funds***

The percentage of the pretrial release program's total budget representing receipt of public funds was 90%.

***b. The percentage of the total budget which is allocated to assisting defendants obtain release through a nonpublicly funded program.***

Revenues were not allocated to assist defendants to obtain release through a non-publicly funded program.

***c. The amount of fees paid by defendants to the pretrial release program.***

The amount of fees paid by defendants to the pretrial release program total \$99,128.00. Fees included \$40 monthly supervision costs unless waived by the Court. Defendants assigned electronic monitoring were required to pay: \$12 per day for a Secure Continuous Remote Alcohol Monitor (SCRAM) unit. These fees helped to support the program and offset revenues expended from public funds.

***4. The number of persons employed by the pretrial release program.***

The number of persons employed by the Division totaled 12 staff members during 2017. This included one full-time equivalent (FTE) employee funded through a grant. SPTR staff was responsible for all administrative and operations tasks.

***5. The number of defendants interviewed and assessed for pretrial release.***

The number of defendants interviewed and assessed for pretrial release totaled 1,184.

***6. The number of defendants recommended for pretrial release.***

In accordance with Administrative Order No. 2006-02, Uniform Bond Schedule and Pretrial Release Procedures, Second Judicial Circuit, Florida, which governs SPTR operations, Program staff did not recommend defendants for pretrial release. All defendants authorized to participate in the Leon County's Supervised Pretrial Release Program were admitted through Judicial Order.

***7. The number of defendants for whom the pretrial release program recommended against non-secured release.***

In accordance with Administrative Order No. 2006-02, Program staff did not recommend defendants against non-secured release.

***8. The number of defendants granted non-secured release after the pretrial release program recommended non-secured release.***

In accordance with Administrative Order No. 2006-02 and as stated in number 6 above, staff did not recommend defendants for pretrial release.

***9. The number of defendants assessed and interviewed for pretrial release who were declared indigent by the court.***

As the pretrial program is dictated by Administrative Order No. 2006-02, indigent status was not assessed at time of interview.

***10. The name and case number of each person granted nonsecured release who:***

- a. Failed to attend a scheduled court appearance.***
- b. Was issued a warrant for failing to appear.***
- c. Was arrested for any offense while on release through the pretrial release program.***

The attached *List of Violators* answers these questions.

***11. Any additional information deemed necessary by the governing body to assess the performance and cost efficiency of the pretrial release program.***

The following is provided as additional information:

- a. 354 defendants were granted non-secured release to the Supervised Pretrial Division between January 1 and December 31, 2017. An additional 873 defendants who were also required to post a bond were accepted into the Division during this same period.
- b. The average daily operating cost of the jail per inmate was \$78.92. The cost of using the SPTR as an alternative cost is \$6.50 per day.

**Reminder:** In compliance with subsection 4(b)10, a *List of Violators* is provided under separate cover.

# Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 1 of 47

Year:2017

## List of Violators

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
ALPHADAKKIACK, BX	247207	06/07/17		06/07/17	06/07/17
Case Number	Charge				
2016MM3647A1	FTA/BATTERY				
ALPHONSE, SALENA	252128	11/30/17		12/07/17	11/30/17
Case Number	Charge				
2017CF3217A1	FTA/RESISTING OFFICER WITH VIOLENCE				
2017CF3217A2	FTA/BATTERY ON LAW ENFORCEMENT OFFICER				
2017CF3217A3	TRESPASSING FAIL TO LEAVE PROPERTY UPON ORDER BY OWNER				
AMEZQUITE, FRANCISCO	250416	07/12/17		07/07/17	07/12/17
Case Number	Charge				
2017CF1885A1	FTA/BURGLARY OF DWELLING				
ATKINSON, JACQUELINE	147857	11/28/17		11/15/17	11/28/17
Case Number	Charge				
2017CF119A1	FTA/POSSESSION OF MDMA: 3,4-METHYLENEDIOXY-METHAMPHETAMINE				
2017CF119A2	FTA/POSSESSION OF CANNABIS				
BECKLEY, DAVON	245535			01/20/17	
Case Number	Charge				
2016CF1617A1	DOMV/AGGRAVATED ASSAULT WITH DEADLY WEAPON				
2016CF1617A2	FALSE IMPRISONMENT				
2016CF1617A3	TAMPERING WITH A WITNESS OR INFORMANT				
2016CF1617A4	BATTERY				
2016MM2595A1	VIOLATION OF PRETRIAL RELEASE CONDITION				
BOYD, OTTIS	204282		01/20/17		
Case Number	Charge				
2016MM2713A1	TRESPASS ON PROPERTY AFTER WARNING				
2016MM3146A1	TRESPASS ON PROPERTY				
2016MM3146A2	TRESPASSING PROPERTY NOT STRUCTURE OR CONVEY				
2016MM3614A1	TRESPASS ON PROPERTY				
BRADLEY, JAMES	129577		03/08/17		
Case Number	Charge				
2017CF457A1	MOVING TRAFFIC VIOL OPERATE MOTOR VEHICLE WO VALID LICENSE				
BROWN, PHYLLIS	169453	09/20/17			09/20/17
Case Number	Charge				
2017CF2708A1	FTA/FELONY THEFT				
2017MM3183A1	ASSAULT				



# Leon County Supervised Pretrial Release Program Public Registry Activity Detail

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## List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
CARTER, ALTON	139956	10/03/17			10/03/17
Case Number	Charge				
2016CF1436A1	FTA/SALE OF POSSESSION OF MORE THAN 20 GRAMS OF CANNABIS WITH INTENT TO SELL WITHIN 1,000 FEET OF CONVENIENCE STORE				
2016CF1436A2	FTA/TAMPERING WITH PHYSICAL EVIDENCE				
2016CF1436A3	FTA/POSSESSION OF LEGEND DRUG WITHOUT PRESCRIPTION				
2016CF1436A4	FTA/POSSESSION OF PARAPHERNALIA				
CAUDLE, CHRISTOPHER	140731		08/28/17		
Case Number	Charge				
2017MM2635A1	RESISTING OFFICER WITHOUT VIOLENCE				
CEZALIEN, RACHELLE	249713	07/05/17			07/05/17
Case Number	Charge				
2017MM1119A1	FTA/PETIT THEFT (VALUE GREATER THAN \$100)				
DELONG, JOHN	54314	06/01/17			06/01/17
Case Number	Charge				
2017MM232A1	FTA/BATTERY				
DOBSON, SHELIA	183476			04/28/17	
Case Number	Charge				
2016CF2544A1	BATTERY ON LAW ENFORCEMENT OFFICER				
DRAHEIM, JESSICA	240421	01/06/17			01/06/17
Case Number	Charge				
2016CF3238A1	FTA/CHILD NEGLECT				
2016CF3238A2	FTA/CHILD NEGLECT				
DUNCAN, LILLIAN	251120	12/08/17			12/08/17
Case Number	Charge				
2017CF2433A1	FTA/SIMPLE BATTERY				
DURRANCE, GREGORY	189678	05/11/17			05/11/17
Case Number	Charge				
2017CF927A1	FTA/GRAND THEFT				
EDENFIELD, WILLIAM	99763			12/08/17	
Case Number	Charge				
2017CT2105A1	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017MM3182A1	CONTRACTING WITHOUT BEING REGISTERED OR CERTIFIED				
ELLIOTT, ISIAH	242486			01/10/17	

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<b>Case Number Charge</b>					
2016CF2190A1	VOP/FELONY BATTERY (GREAT BODILY HARM)				
EUTSAY, TIMOTHY	246971			06/16/17	
<b>Case Number Charge</b>					
2016CF2893A1	BURGLARY OF CONVEYANCE				
2016CF2893A2	BURGLARY OF CONVEYANCE				
2016CF2893A3	BURGLARY OF CONVEYANCE				
2016CF2893A4	PETIT THEFT				
2016CF2893A5	PETIT THEFT				
2016CF2893A6	PETIT THEFT (VALUE GREATER THAN \$100)				
FARMER, CHANTEL	246822		11/07/17		
<b>Case Number Charge</b>					
2017CF1604A1	BURGLARY OF DWELLING				
2017CF1604A2	GRAND THEFT				
FLOWERS, GEORGE	134465		11/22/17		
<b>Case Number Charge</b>					
2017CF3257A1	FELONY POSSESSION/AMMUNITION				
2017CF3257A2	RESISTING OFFICER WITH VIOLENCE				
2017CF3257A3	BATTERY ON LAW ENFORCEMENT OFFICER				
FLUSKEY, JOHN	249922	07/19/17		05/12/17	07/19/17
<b>Case Number Charge</b>					
2017MM1317A1	FTA/PETIT THEFT				
FORD, CHRISTOPHER	247511	01/04/17			01/04/17
<b>Case Number Charge</b>					
2016MM3144A1	FTA/DISORDERLY CONDUCT				
FRAZIER, DANKERIAU	248395	03/14/17			03/14/17
<b>Case Number Charge</b>					
2017MM32A1	FTA/PETIT THEFT				
GENTLE, DAISY	166332		06/05/17		
<b>Case Number Charge</b>					
2017MM514A1	PETIT THEFT				
2017MM524A1	PETIT THEFT				
2017MM755A1	PETIT THEFT (VALUE GREATER THAN \$100)				
2017MM1237A1	BATTERY				
GIDDENS, RENE	122103	02/14/17			02/14/17

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<div> <div>Case Number</div> <div>2016MM3852A1</div> </div> <div> <div>Charge</div> <div>FTA/PETIT THEFT</div> </div>					
GORAM, MELBA	99560	10/25/17			10/25/17
<div> <div>Case Number</div> <div>2017MM2714A1</div> </div> <div> <div>Charge</div> <div>VOP/FTA/DISORDERLY CONDUCT</div> </div>					
GRAVES, ADRICE	249928	09/13/17			09/13/17
<div> <div>Case Number</div> <div>2017MM1324A1</div> </div> <div> <div>Charge</div> <div>FTA/DOMESTIC BATTERY</div> </div>					
GRIFFITH, GEORGE	252187		10/15/17		
<div> <div>Case Number</div> <div>2017MM3321A1</div> </div> <div> <div>Charge</div> <div>DEFRAUDING AN INNKEEPER</div> </div>					
HADLEY, NATTIE	54696		02/24/17		
<div> <div>Case Number</div> <div>2016MM3248A1</div> </div> <div> <div>Charge</div> <div>TRESPASS ON PROPERTY AFTER WARNING</div> </div>					
<div> <div>Case Number</div> <div>2017MM169A1</div> </div> <div> <div>Charge</div> <div>TRESPASS IN OCCUPIED CONVEYANCE</div> </div>					
HARRIS, CHASTITY	139283			02/01/17	
<div> <div>Case Number</div> <div>2016CF3556A1</div> </div> <div> <div>Charge</div> <div>GRAND THEFT OF MOTOR VEHICLE</div> </div>					
<div> <div>Case Number</div> <div>2016CF3556A2</div> </div> <div> <div>Charge</div> <div>RESISTING OFFICER WITHOUT VIOLENCE</div> </div>					
HARRIS, KEITH	242319			11/03/17	
<div> <div>Case Number</div> <div>2015CF2943A3</div> </div> <div> <div>Charge</div> <div>VOP/FTA/BATTERY</div> </div>					
HOBBS, GIEZWA	252017			12/04/17	
<div> <div>Case Number</div> <div>2017MM3155A1</div> </div> <div> <div>Charge</div> <div>FTA/CARRYING A CONCEALED WEAPON</div> </div>					
<div> <div>Case Number</div> <div>2017MM3155A2</div> </div> <div> <div>Charge</div> <div>FTA/POSSESSION OF CANNABIS</div> </div>					
HOCKADAY, KIMBERLY	238340			03/29/17	
<div> <div>Case Number</div> <div>2015CF3052A1</div> </div> <div> <div>Charge</div> <div>VOP/CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION</div> </div>					
<div> <div>Case Number</div> <div>2016CF528A1</div> </div> <div> <div>Charge</div> <div>VOP/POSSESSION OF CONTRABAND AT COUNTY DETENTION FACILITY</div> </div>					
<div> <div>Case Number</div> <div>2016CF528A2</div> </div> <div> <div>Charge</div> <div>VOP/POSSESSION OF ALPHA-PYRROLIDINOVALEROPHENONE (A-PVP, FLAKKA)</div> </div>					
<div> <div>Case Number</div> <div>2016CF528A3</div> </div> <div> <div>Charge</div> <div>VOP/POSSESSION OF ADDERALL</div> </div>					
HOLLMON, DERWIN	238673		04/22/17		
<div> <div>Case Number</div> <div></div> </div> <div> <div>Charge</div> <div></div> </div>					

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF658A1	NONMOVING TRAFFIC VIOL DRIVE WHILE LIC SUSP HABITUTAL				
2017CF658A2	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
2017CT792A1	VOP/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017CT792A2	VOP/POSSESSION OF CANNABIS				
JACKSON, WILLIE	247959		05/12/17		
Case Number	Charge				
2016MM3509A1	INDECENT EXPOSURE				
JOHNSON, AERENSTINE	250339	09/22/17			09/22/17
Case Number	Charge				
2017CF1826A1	FTA/POSSESSION OF MORE THAN 20 GRAMS CANNABIS				
2017CF1826A2	FTA/POSSESSION OF PARAPHERNALIA				
2017CF1826A3	FTA/NARCOTIC EQUIP-POSSESS AND OR USE				
JOHNSON, ERNEST	236465	09/13/17			09/13/17
Case Number	Charge				
2014CF1921A1	FTA/EXTORTION				
JOHNSON, TRISTAN	236514			01/04/17	
Case Number	Charge				
2016CF3340B1	VOP/BATTERY				
KALAS, GARY	251874		09/25/17		
Case Number	Charge				
2017MM3030A1	TRESPASS ON PROPERTY AFTER WARNING				
KEY, WILLIE	76736		06/28/17		
Case Number	Charge				
2017CF1947A1	HIRE VEHICLE WITH INTENT TO DEFRUAD				
KRUSE, AUSTIN	249669		11/15/17		
Case Number	Charge				
2017MM1292A1	CULPABLE NEGLIGENCE INFLECTING INJURY				
2017MM1292A2	DISORDERLY INTOXICATION				
2017MM3820A1	BATTERY TOUCH OR STRIKE				
LANASA, TRISTAN	249732			12/04/17	
Case Number	Charge				
2017MM1129A1	BATTERY				
2017MM1129A2	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2018CF473A2	BATTERY				
2018CF473A3	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				

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## List of Violators

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
LOPEZ, JESUS	249753		07/14/17		
Case Number	Charge				
2017CT1026A1	VOP/DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
LOWE, JENNA	248386			03/29/17	
Case Number	Charge				
2017MM624A1	POSSESSION OF PARAPHERNALIA				
MARTIN, KENTAVIOUS	190321		08/12/17		
Case Number	Charge				
2017MM2488A1	TRESPASS ON PROPERTY				
2017CF2627A1	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF2627A2	BATTERY				
MCCOY, LANECE	247849	01/31/17			01/31/17
Case Number	Charge				
2016MM3432A1	FTA/POSSESSION OF CANNABIS				
2016MM3432A2	FTA/PETIT THEFT				
MILLER, CARL	161637		01/18/17		
Case Number	Charge				
2016CF3392A1	POSSESSION OF MORE THAN 20 GRAMS CANNABIS				
2016CF3392A2	POSSESSION OF PARAPHERNALIA				
MITCHELL, DEREK	175302			07/11/17	
Case Number	Charge				
2017MM1898A1	POSSESSION OF PARAPHERNALIA				
2017MM1898A2	TRESPASS ON PROPERTY AFTER WARNING				
MITCHELL, VENUS	174267	08/08/17		03/27/17	08/08/17
Case Number	Charge				
2016MM2155A1	FTA/POSSESSION OF CANNABIS				
2016MM2155A2	FTA/POSSESSION OF PARAPHERNALIA				
2016MM2155A3	FTA/VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2016MM3694A1	FTA/POSSESSION OF PARAPHERNALIA				
2017MM760A1	FTA/POSSESSION OF CANNABIS				
2017MM951A1	FTA/POSSESSION OF PARAPHERNALIA				
MOBLEY, CAL	247161	11/14/17			11/14/17
Case Number	Charge				
2017CT2109A1	FTA/MOVING TRAFFIC VIOL OPERATE MOTOR VEHICLE WO VALID LICENSE				
2017CT2722A1	FTA/MOVING TRAFFIC VIOL OPERATE MOTOR VEHICLE WO VALID LICENSE				



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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CT2722A2	FTA/MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
MONROE, THERESA	120263	12/19/17			12/19/17
Case Number	Charge				
2017MM3797A1	FTA/TRESPASS IN STRUCTURE				
MONTGOMERY, ERVIN	249542	05/17/17			05/17/17
Case Number	Charge				
2017CF1145A1	FTA/GRAND THEFT				
NEWBY, CHRISTOPHER	250115	06/06/17			06/06/17
Case Number	Charge				
2017MM1490A1	FTA/CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
NICKELL, WILLIAM	241253	10/17/17			10/17/17
Case Number	Charge				
2016MM609A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
PAUL, ARMONI	248369	04/11/17			04/11/17
Case Number	Charge				
2017CF14A1	GRAND THEFT FROM RETAIL MERCHANT				
2017CF13C1	FTA/GRAND THEFT				
PRIDE, KEITH	247224	06/06/17			06/06/17
Case Number	Charge				
2016CT2326A1	FTA/MOVING TRAFFIC VIOL OPERATE MOTOR VEHICLE WO VALID LICENSE				
2016CT2326A2	FTA/LEAVING THE SCENE OF A CRASH WITH DAMAGE TO ATTENDED VEHICLE				
RELFORD, LOUIS	244704	06/19/17			06/19/17
Case Number	Charge				
2016CF883A1	FTA/KIDNAPPING TO INFLICT BODILY HARM OR TO TERRORIZE				
2016CF883A2	FTA/KIDNAPPING TO INFLICT BODILY HARM OR TO TERRORIZE				
2016CF883A3	FTA/BURGLARY OF DWELLING WITH PERSON ASSAULTED				
2016CF883A4	FTA/BATTERY				
RICHARDSON, JAMES	220542			01/11/17	
Case Number	Charge				
2015HH1699A1	SCRAM SUPERVISION CASE# 2015CT2234A1				
ROBERTS, SHAITERYA	247872			05/09/17	
Case Number	Charge				
2016CF3493A1	FELONY BATTERY GREAT BODILY HARM				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
ROBINSON, RAYMOND	230995			02/07/17	
Case Number	Charge				
2016CF3546A1	ASSAULT				
ROBISON, WILLIAM	172546	06/21/17			06/21/17
Case Number	Charge				
2017CT749A1	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017MM1153A1	FTA/BATTERY				
ROGERS, CAITLIN	248482			03/17/17	
Case Number	Charge				
2017MM91A1	PETIT THEFT (VALUE GREATER THAN \$100)				
ROSS, JOANNA	237192	12/19/17			12/19/17
Case Number	Charge				
2017MM1353A1	FTA/CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
2017MM1353A2	FTA/CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
2017MM1353A3	FTA/CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
SKAGER, CHRISTOPHER	248142	03/09/17	01/22/17	02/02/17	03/09/17
Case Number	Charge				
2016MM3671A1	BATTERY				
2016MM3671A2	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2016MM3671A3	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
2017MM186A1	FTA/TRESPASS ON PUBLIC SCHOOL GROUNDS				
2017MM186A2	FTA/VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
SLADE, TONYA	250196			08/31/17	
Case Number	Charge				
2017MM1556A1	TRESPASS ON PROPERTY AFTER WARNING				
SMITH, GEORGE	249965		11/17/17		
Case Number	Charge				
2017CT1864A1	VOP/FTA/DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2017CT1864A4	VOP/FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017CT1864A5	VOP/FTA/REFUSAL TO SUBMIT TO D.U.I. TEST				
STRANGE, EDGAR	109328			05/30/17	
Case Number	Charge				
2017MM1578A1	FTA/POSSESSION OF CANNABIS				
2017MM1578A2	FTA/POSSESSION OF PARAPHERNALIA				
2017MM1579A1	FTA/VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017MM1685A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
STUART, JASON	98335	01/10/17		01/17/17	01/10/17
Case Number	Charge				
2016MM3854A1	VOP/FTA/STALKING				
2017CF583A1	VOP/POSSESSION OF OXYCODONE				
2017CF583A2	VOP/POSSESSION OF OXYMORPHONE				
TAYLOR, TIMOTHY	250847			11/03/17	
Case Number	Charge				
2017MM2089A1	BATTERY				
2017MM2089A2	DISORDERLY CONDUCT				
2017MM2089A3	BATTERY				
THOMAS, EARL	8432		07/07/17		
Case Number	Charge				
2017MM1566A1	BATTERY				
2017MM1566A2	POSSESSION OF PARAPHERNALIA				
2017CF2233A1	KIDNAPPING TO FACILITATE FELONY				
2017CF2233A2	SEXUAL BATTERY WITH DEADLY WEAPON				
2017CF2233A3	SEXUAL BATTERY WITH DEADLY WEAPON				
2017CF2233A4	SEXUAL BATTERY WITH DEADLY WEAPON				
2017CF2233A5	SEXUAL BATTERY WITH DEADLY WEAPON				
2017CF2233A6	SEXUAL BATTERY WITH DEADLY WEAPON				
2017CF2233A7	SEXUAL BATTERY WITH DEADLY WEAPON				
2017CF2233A8	AGGRAV ASSAULT W DEADLY WEAPON WITHOUT INTENT TO KILL				
2017CF2496A1	SEXUAL BATTERY WITH DEADLY WEAPON				
2017CF2496A4	FALSE IMPRISONMENT				
THOMAS, JEANYNE	447			01/20/17	
Case Number	Charge				
2017MM111A1	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
TURNER, RASHARD	250008	06/20/17			06/20/17
Case Number	Charge				
2017MM1397A1	FTA/BATTERY				
VICKERS, DAVID	176748			05/26/17	
Case Number	Charge				
2017MM1283A1	TRESPASS AFTER WARNING IN STRUCTURE				
WALKER, MA-KIA	247169			01/18/17	
Case Number	Charge				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2016CF3011A1	VOP/AGGRAVATED BATTERY WITH A DEADLY WEAPON				
WALLER, DESRI	246114			05/24/17	
Case Number	Charge				
2016CT1688A1	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017MM1150A1	POSSESSION OF CANNABIS				
2017MM1150A2	POSSESSION OF PARAPHERNALIA				
WASHINGTON, SCOTTIE	250464	10/11/17			10/11/17
Case Number	Charge				
2017CF1908A1	TRESPASSING SCHOOL GROUNDS REFUSE TO LEAVE-WAS 228.091				
2017CF1908A2	RESIST OFFICER WITH VIOLENCE				
2017MM2153A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
2017MM2153A2	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
WIGGINS, NAILAH	246984	02/07/17			02/07/17
Case Number	Charge				
2016CF2903A1	GRAND THEFT IS \$300 OR MORE BUT LESS THAN \$5000				
2016CF2902B1	FTA/GRAND THEFT				
WILLIAMS, MARCUS	225890	02/16/17			02/16/17
Case Number	Charge				
2012CF2468A1	FTA/ESCAPE				
WILLIAMS, MARLON	4002	12/05/17		11/29/17	12/05/17
Case Number	Charge				
2016CF3308A1	FTA/FELONY THEFT				
WILLIAMS, MICHAEL	186888	06/20/17			06/20/17
Case Number	Charge				
2017MM1573A1	VOP/FTA/CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
WILLIAMS, STEVENSON	249014	03/21/17			03/21/17
Case Number	Charge				
2017MM521A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
WILSON, BRENT	54045	12/05/17			12/05/17
Case Number	Charge				
2017CF1137A1	FTA/COUNTERFEITING OR POSSESSING A COUNTERFEIT PAYMENT INSTRUMENT				
2017CF1137A2	FTA/UTTERING				
2017CF1137A3	GRAND THEFT IS \$300 OR MORE BUT LESS THAN \$5000				
2018CF384A1	POSSESSION OF CONTROLLED SUBSTANCE				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
WILSON, DEVIN	250663			09/01/17	
Case Number	Charge				
2017MM1963A1	POSSESSION OF CANNABIS				
2017MM1963A2	POSSESSION OF PARAPHERNALIA				
WRIGHT, CARLOS	250664			07/28/17	
Case Number	Charge				
2017MM1964A1	POSSESSION OF CANNABIS				
2017MM1964A2	POSSESSION OF PARAPHERNALIA				
ZULLO, CHRISTOPHER	195993			06/16/17	
Case Number	Charge				
2016CT500A1	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2016CT500A2	DRIVING UNDER THE INFLUENCE				
2016CT500A3	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2016CT500A4	HIT AND RUN LEAVE SCENE OF CRASH INVOLVE DAMAGE TO PROP-MORE THAN \$50 DAMAGE				
<b>TOTALS</b>		<b>41</b>	<b>19</b>	<b>36</b>	<b>41</b>



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Month	Interviewed		Assessed		Accepted	
	Indigent	Total	Indigent	Total	Indigent	Total
JANUARY, 2017	0	138	0	104	25	30
FEBRUARY, 2017	0	132	0	113	28	35
MARCH, 2017	0	149	0	130	17	26
APRIL, 2017	0	133	0	98	21	29
MAY, 2017	0	146	0	135	31	35
JUNE, 2017	0	133	0	109	25	30
JULY, 2017	0	156	0	126	7	8
AUGUST, 2017	0	133	0	107	22	26
SEPTEMBER, 2017	0	93	0	67	28	38
OCTOBER, 2017	0	92	0	67	38	48
NOVEMBER, 2017	0	86	0	69	21	23
DECEMBER, 2017	0	88	0	59	23	26
<b>Totals</b>	<b>0</b>	<b>1,479</b>	<b>0</b>	<b>1,184</b>	<b>286</b>	<b>354</b>

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## List of Violators (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
ADAMS, MICHAEL	248836			03/31/17	
Case Number	Charge				
2017MM381A1	BATTERY				
2017MM381A2	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
ALEXANDER, AIDEN	248508			08/07/17	
Case Number	Charge				
2017CF146A1	POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER				
2017CF146A2	POSSESSION OF CANNABIS WITH INTENT TO SELL				
2017CF146A3	POSSESSION OF PARAPHERNALIA				
2017CF146A4	MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED				
ALFARO, RICARDO	247458			05/25/17	
Case Number	Charge				
2017MM174A1	VOP/BATTERY				
ANAJAH, JAHREAL	60556	08/03/17			08/03/17
Case Number	Charge				
2017CF2189A1	FTA/POSSESSION OF CANNABIS WITH INTENT TO SELL				
2017CF2189A2	FTA/POSSESSION OF PARAPHERNALIA				
ANDREWS, JOEL	243318			08/08/17	
Case Number	Charge				
2017CT1844A1	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2017CT1844A2	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2017CT1844A3	DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				
ANDREWS, RICHARD	237308			10/03/17	
Case Number	Charge				
2017CT2148A1	FTA/DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
ATKINS, ALAN	219457	12/19/17			12/19/17
Case Number	Charge				
2017CT2280A1	FTA/DRIVING UNDER THE INFLUENCE				
BAITY, JIMMY	74541		10/19/17		
Case Number	Charge				
2017CF3174A6	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
BAKER, ROBIN	251082			09/20/17	
Case Number	Charge				
2017CT2032A1	DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
BARNES, TIMOTHY	208597	11/16/17		11/08/17	11/16/17
Case Number	Charge				
2017CF3140A1	FTA/CARRYING A CONCEALED FIREARM				
2017CF3140A2	FTA/POSSESSION OF PARAPHERNALIA				
2017CF3140A3	GRAND THEFT OF FIREARM				
BARNUM, HENRY	200812			08/08/17	
Case Number	Charge				
2017CF2201A1	POSSESSION OF COCAINE WITH INTENT TO SELL OR DELIVER				
2017CF2201A2	POSSESSION OF SYNTHETIC CANNABINOIDS WITH INTENT TO SELL				
2017CF2201A3	FELONY FLEEING OR ATTEMPTING TO ELUDE OFFICER				
2017CF2201A4	RESISTING OFFICER WITHOUT VIOLENCE				
2017CF2201A5	NO VALID DRIVER'S LICENSE				
2017CF2201A6	NARCOTIC EQUIP-POSSESS AND OR USE				
BEASLEY, FELICIA	31590			06/16/17	
Case Number	Charge				
2017CF1711A1	FTA/VOP/VOPPOSSESSION OF COCAINE WITH INTENT TO SELL OR DELIVER				
2017CF1711A2	VOP/POSSESSION OF CANNABIS WITH INTENT TO SELL				
2017CF1711A3	VOP/POSSESSION OF PARAPHERNALIA				
2017CF1711A4	VOP/COCAINE-POSSESS POSSESS COCAINE				
BENFIELD, JEREMY	83127	07/20/17			07/20/17
Case Number	Charge				
2017CF712A1	FTA/SEXUAL BATTERY				
2017CF712A2	FTA/FALSE IMPRISONMENT				
BERGIN, ERIC	241208			07/14/17	
Case Number	Charge				
2017CF2027A1	FELONY BATTERY GREAT BODILY HARM				
BETHEA, DURAN	137443	11/21/17			11/21/17
Case Number	Charge				
2017CF3403A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
BOBINO, CHARLES	243337			01/30/17	
Case Number	Charge				
2015CT2759A1	VOP/RECKLESS DRIVING 1ST OFF				
BOND, YUSUR	116107		10/13/17		
Case Number	Charge				
2017CF2746A1	POSSESSION OF CANNABIS WITH INTENT TO SELL				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF2746A2	POSSESSION OF PARAPHERNALIA				
2017CF2746A3	SMUGGLE CONTRABAND INTRODUCE INTO DETENTION FACILITY				
BOWDEN, SHANDREIKA	250119			08/04/17	
Case Number	Charge				
2017CF1656A1	AGGRAVATED BATTERY WITH A DEADLY WEAPON				
2017CF1656A2	AGGRAVATED BATTERY WITH A DEADLY WEAPON				
2017CF1656A4	AGGRAVATED STALKING AFTER COURT ORDER				
2017CF1656A5	FALSE REPORT OF COMMISSION OF CRIME				
BOYD, ANTHONY	248718			10/23/17	
Case Number	Charge				
2017CT231A1	RECKLESS DRIVING 1ST OFF				
BOYD, WILLIE	187778			10/13/17	
Case Number	Charge				
2017CF2098A1	POSSESSION OF SYNTHETIC CATHINONE WITH INTENT TO SELL OR DELIVER				
2017CF2098A2	TAMPERING WITH PHYSICAL EVIDENCE				
2017CF2098A3	POSSESSION OF COCAINE				
2017CF2098A4	POSSESSION OF CANNABIS				
2017CF2098A5	POSSESSION OF PARAPHERNALIA				
2017CF2098A6	NO VALID DRIVER'S LICENSE				
2017CF2098A7	RESISTING OFFICER WITHOUT VIOLENCE				
BRADHAM, GREGORY	112356	06/20/17			06/20/17
Case Number	Charge				
2017CF1557A1	FTA/AGGRAVATED STALKING				
2017CF1557A2	FTA/CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
BRADY, DUSTIN	154150			08/18/17	
Case Number	Charge				
2016CT422A1	DRIVING UNDER THE INFLUENCE				
BRITT, SAMARTIAN	233472			04/26/17	
Case Number	Charge				
2017CT573A1	POSSESSION OF PARAPHERNALIA				
2017CT573A2	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
BROWN, FRANK	38683			07/13/17	
Case Number	Charge				
2017CT1322A1	DRIVING UNDER THE INFLUENCE SUBSEQUENT CONVICTIONS				
BROWN, JEREMY	249142			09/19/17	

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF783A1	ATTEMPTED BURGLARY OF CONVEYANCE WITH PERSON ASSAULTED				
2017CF783A3	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
2017CF783A4	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2017CF783A5	DAMAGE PROP-CRIM MISCH 200 DOLLARS AND UNDER				
BROWN, KURIAN	231025			05/08/17	
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF870A1	POSSESSION OF SYNTHETIC CATHINONE				
BROWN, WARDELL	220982			05/04/17	
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017MM1059A1	DISORDERLY CONDUCT				
BRYANT, DARNELL	49664	12/13/17			12/13/17
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CT2036A1	FTA/DRIVING UNDER THE INFLUENCE SUBSEQUENT CONVICTIONS				
2017CT2036A2	FTA/REFUSAL TO SUBMIT TO D.U.I. TEST				
BRYANT, DONTAE	175394	08/21/17			08/21/17
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF1270A1	FTA/POSSESSION OF FIREARM BY CONVICTED FELON				
2017CF1270A2	FTA/POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER				
2017CF1270A3	FTA/POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER				
2017CF1270A4	FTA/POSSESSION OF CANNABIS				
2017CF1270A5	FTA/POSSESSION OF PARAPHERNALIA				
BRYANT, JAMES	237177			03/31/17	
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF171A1	TRAFFICKING IN METHAMPHETAMINE				
2017CF171A2	MANUFACTURE OF METHAMPHETAMINE				
2017CF171A3	POSSESSION OF LISTED CHEMICALS				
BUFORD, ANTONIO	250046	08/30/17		08/16/17	08/30/17
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF1594A1	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
2017CF1594A2	FRAUD-IMPERSON FALSE ID GIVEN TO LEO				
2017MM1833A1	FTA/GIVING FALSE NAME OR IDENTIFICATION TO OFFICER				
2017MM1833A2	FTA/POSSESSION OF CANNABIS				
BUNION, DESHAWN	126212			07/19/17	
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF2108A1	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				



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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF2108A2	POSSESSION OF CONTROLLED SUBSTANCE				
BUSH, JACQUEZ	249312	04/18/17			04/18/17
Case Number	Charge				
2017MM778A1	FTA/POSSESSION OF CANNABIS				
2017MM778A2	FTA/NARCOTIC EQUIP-POSSESS AND OR USE				
BUTLER, TERRY	148245	04/10/17			04/10/17
Case Number	Charge				
2017CF620A1	FTA/SALE OR POSSESSION OF COCAINE WITH INTENT TO SELL WITHIN 1,000 FEET OF CHURCH				
2017CF620A2	FTA/SALE OF CONTROLLED SUBSTANCE				
2017CF620A3	FTA/SALE OF COCAINE				
2017CF620A4	FTA/SALE OF CONTROLLED SUBSTANCE				
2017CF620A5	FTA/SALE OR POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL WITHIN 1,000 FEET OF CHURCH				
CAIN, RALPH	164080			09/01/17	
Case Number	Charge				
2017CT2170A1	MOVING TRAFFIC VIOL KNOWINGLY DRIVE WHILE LICE SUSPENDED REVOKED				
2017CT2170A2	VOP/DUI ALCOHOL OR DRUGS				
2017CT2170A3	DUI AND DAMAGE PROPERTY OR PERSON OF ANOTHER				
CALDERWOOD, SAMMY	249393			04/13/17	
Case Number	Charge				
2017CT738A1	MOVING TRAFFIC VIOL OPERATE MOTOR VEHICLE WO VALID LICENSE				
2017CT738A2	DUI ALCOHOL OR DRUGS				
CARDIN, AMBER	248198	03/24/17		03/10/17	03/24/17
Case Number	Charge				
2017CF378A1	VOP/FTA/POSSESSION OF METHAMPHETAMINE				
CARLSEN, JOSEPH	250686			08/28/17	
Case Number	Charge				
2017CF2101A1	FTA/POSSESSION OF METHAMPHETAMIN				
2017CF2101A2	FTA/POSSESSION OF PARAPHERNALIA				
2017CF2101A3	FTA/DRUGS-DELIV/DISTR DISTRIBUTE LISTED CHEMICAL FOR MANUFACTURE				
CARMAN, DONALD	175802	03/30/17		03/22/17	03/30/17
Case Number	Charge				
2017MM749A1	FTA/MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
2017MM749A2	FTA/NARCOTIC EQUIP-POSSESS AND OR USE				
CARRIN, RAYMOND	62635			10/02/17	

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2017CF2810A1	POSSESSION OF FIREARM BY CONVICTED FELON				
2017CF2810A2	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF2810A3	CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION				
2017CF2810A4	POSSESSION OF PARAPHERNALIA				
2017CF2810A5	GRAND THEFT OF FIREARM				
2017CF2810A6	PETIT THEFT 1ST OFF				
2017CF3328A1	TRAFFICKING IN METHAMPHETAMINE				
2017CF3328A2	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3328A3	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3328A4	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3328A5	POSSESSION OF CANNABIS				
2017CF3328A6	POSSESSION OF PARAPHERNALIA				
CAYSON, DONALD		121333	05/09/17	05/18/17	05/09/17
<i>Case Number</i>	<i>Charge</i>				
2017CF1398A1	FTA/POSSESSION OF METHAMPHETAMINE				
2017MM1223A1	FTA/PETIT THEFT				
CHIN, SHAVAR		251328		12/12/17	
<i>Case Number</i>	<i>Charge</i>				
2017CF2628A1	POSSESSION OF COCAINE				
2017CF2628A2	POSSESSION OF PARAPHERNALIA				
2017CF2628A3	NARCOTIC EQUIP-POSSESS AND OR USE				
2017CF2628A4	NARCOTIC EQUIP-POSSESS AND OR USE				
2017CF2628A5	NARCOTIC EQUIP-POSSESS AND OR USE				
2017CF2628A6	NARCOTIC EQUIP-POSSESS AND OR USE				
CHIRINOS, SADY		250031		06/16/17	
<i>Case Number</i>	<i>Charge</i>				
2017CF1581A1	VOP/POSSESSION OF COCAINE				
CLARK, TAUREAN		181956		04/13/17	
<i>Case Number</i>	<i>Charge</i>				
2017CF592A1	POSSESSION OF COCAINE WITH INTENT TO SELL OR DELIVER				
CONE, DEBORAH		249977		07/28/17	
<i>Case Number</i>	<i>Charge</i>				
2017CF1532A1	POSSESSION OF CONTROLLED SUBSTANCE				
CONNELL, HUNTER		250497		07/18/17	
<i>Case Number</i>	<i>Charge</i>				
2017CF1945A1	POSSESSION OF METHAMPHETAMINE				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
CONNEY, WALTER	251828			10/24/17	
Case Number	Charge				
2017CT2528A1	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2017CT2528A2	DUI AND DAMAGE PROPERTY OR PERSON OF ANOTHER				
COOK, LEROY	21563			08/28/17	
Case Number	Charge				
2017CF2560A1	POSSESSION OF COCAINE				
2017CF2560A2	NARCOTIC EQUIP-POSSESS AND OR USE				
CURRY, JOSHUA	182658	04/19/17		07/14/17	04/19/17
Case Number	Charge				
2017CF824A1	FTA/POSSESSION OF BUPHEDRONE WITH INTENT TO SELL OR DELIVER				
2017CF824A2	FTA/POSSESSION OF CANNABIS				
2018CF612A1	COCAINE-POSSESS POSSESS COCAINE				
DAVIS, SANTRAY	248276	11/21/17	02/06/17		11/21/17
Case Number	Charge				
2016MM3787A1	FTA/POSSESSION OF CANNABIS				
2016MM3787A2	FTA/POSSESSION OF PARAPHERNALIA				
2016MM3787A3	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
2017MM362A1	FTA/DOMESTIC BATTERY				
DENMARK, BRANDON	252413			12/01/17	
Case Number	Charge				
2017CF3415A1	MARIJUANA-POSSESS WIT SELL ETC WI 200FT COLLEGE/PUB PARK SCHD I				
2017CF3415A2	MARIJUANA-POSSESS POSSESS MARIJUANA OVER 20 GRAMS				
2017CF3415A3	POSSESSION OF PARAPHERNALIA				
2017CF3415A4	ATTACHING IMPROPER LICENSE PLATE				
2017CF3415A5	FAILURE TO REGISTER MOTOR VEHICLE				
2017CT3024A1	POSSESSION OF PARAPHERNALIA				
2017CT3024A2	ATTACHING IMPROPER LICENSE PLATE				
2017CT3024A3	FAILURE TO REGISTER MOTOR VEHICLE				
DEVENISH, SAMUEL	241567	11/16/17		01/31/17	11/16/17
Case Number	Charge				
2016CF3056A1	FTA/BURGLARY OF A DWELLING ARMED WITH FIREARM				
2016CF3056A2	FTA/GRAND THEFT - THIRD DEGREE (\$100 TO \$300 VALUE FROM DWELLING OR CURTILAGE)				
2016CF3056A3	FTA/POSSESSION OF CANNABIS				
2016CF3056A4	FTA/CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
DICKEY, KETTERY	146948	10/23/17		12/01/17	10/23/17

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<i>Case Number Charge</i>					
2017CF753A1		FTA/POSSESSION OF FIREARM BY CONVICTED FELON			
2017CF753A2		FTA/CARRYING A CONCEALED FIREARM			
DILORENZO, DOUGLAS	197703	11/13/17			11/13/17
<i>Case Number Charge</i>					
2017CF3006A1		FTA/SALE OF METHAMPHETAMINE			
2017CF3006A2		FTA/SALE OF METHAMPHETAMINE			
DONALDSON, REGINALD	230935	05/16/17			05/16/17
<i>Case Number Charge</i>					
2017CF954A1		FTA/FELONY FLEEING OR ATTEMPTING TO ELUDE OFFICER			
2017CF954A2		FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED			
2017CF954A3		FTA/POSSESSION OF CANNABIS			
2017CF954A4		FTA/POSSESSION OF PARAPHERNALIA			
DRINKWINE, JOHN	72217			10/31/17	
<i>Case Number Charge</i>					
2017CF3203A2		VOP/OBTAINING OR ATTEMPTING TO OBTAIN A CONTROLLED SUBSTANCE BY FORGERY, MISREPRESENTATION, FRAUD			
DUKES, LEMARK	249798	05/26/17		05/23/17	05/26/17
<i>Case Number Charge</i>					
2017CF1374A1		FTA/POSSESSION OF METHAMPHETAMINE			
2017CF1374A2		FTA/POSSESSION OF PARAPHERNALIA			
2017CF1374A3		FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED			
EDENFIELD, PRESTON	178879	05/10/17		04/25/17	05/10/17
<i>Case Number Charge</i>					
2017CF732A1		FTA/POSSESSION OF METHAMPHETAMINE			
2017CF732A2		FTA/POSSESSION OF PARAPHERNALIA			
2017MM1444A1		POSSESSION OF CANNABIS			
2017MM1444A2		POSSESSION OF PARAPHERNALIA			
ESTES, SHEENA	176204			11/15/17	
<i>Case Number Charge</i>					
2017CF3391A1		POSSESSION OF METHAMPHETAMINE			
2017CF3391A2		POSSESSION OF CANNABIS			
EVANS, JUSTIN	250671	08/24/17		08/18/17	08/24/17
<i>Case Number Charge</i>					
2017MM1970A1		FTA/POSSESSION OF CANNABIS			
2017CF3866A1		BURGLARY OF DWELLING			



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2017CF3866A2	BURGLARY OF CONVEYANCE				
2017CF3866A3	BURGLARY OF CONVEYANCE				
2017CF3866A4	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3866A5	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3866A6	GRAND THEFT				
2017CF3866A7	GRAND THEFT				
2017CF3866A10	POSSESSION OF CANNABIS				
2017CF3866A11	POSSESSION OF PARAPHERNALIA				
2017CF3866A12	GIVING FALSE NAME OR IDENTIFICATION TO OFFICER				
2017CF3866A13	TRESPASS IN STRUCTURE				
2017CF3866A14	PETIT THEFT				
2017CF3866A16	RESIST OFFICER OBSTRUCT BY DISGUISED PERSON				
2017CF3866A17	BURGL UNOCCUPIED DWELLING UNARMED				
2017CF3866A18	BURGL UNOCCUPIED DWELLING UNARMED				
2017CF3866A19	BURGLARY UNOCCUPIED CONVEYANCE UNARMED				
2017CF3866A20	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
EZELL, HENRY	196768			12/20/17	
Case Number	Charge				
2017CF3818A1	POSSESSION OF FIREARM BY CONVICTED FELON				
2017CF3818A2	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3818A3	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3818A4	POSSESSION OF PARAPHERNALIA				
2017CF3818A5	GRAND THEFT OF MOTOR VEHICLE				
2017CF3818A6	CARRYING CONCEALED WEAPON UNLICENSED FIREARM				
2017CF3818A7	PROPERTY CRIMES POSSESS VEHICLE WITH ALTERED NUMBERS				
FERNANDEZ, JOSEPH	238019			06/23/17	
Case Number	Charge				
2017CF1825A1	CARRYING CONCEALED WEAPON BY CAREER CRIMINAL				
2017CF1825A2	NARCOTIC EQUIP-POSSESS AND OR USE				
2017CF1825A3	DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION				
2017CF2735A1	AGGRAVATED BATTERY WITH A DEADLY WEAPON				
2017CF2735A2	POSSESSION OF FIREARM BY CONVICTED FELON				
2017CF2735A3	CARRYING A CONCEALED FIREARM				
FISHBURN, LEEVY	112011	06/12/17			06/12/17
Case Number	Charge				
2017CF1426A1	FTA/POSSESSION OF COCAINE				
2017CF1426A2	FTA/POSSESSION OF CANNABIS				
2017CF1426A3	NARCOTIC EQUIP-POSSESS AND OR USE				
FISHER, SHANNON	178600			10/10/17	



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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2017CF1183A1	DUI ALCOHOL OR DRUGS				
2017CF1183A2	SMUGGLE CONTRABAND INTRODUCE INTO DETENTION FACILITY				
2017CF1183A3	REFUSE TO SUBMIT TO DUI TEST				
2017CF1183A4	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
2017CT1097A1	RECKLESS DRIVING 1ST OFF				
2017CT1097A2	REFUSAL TO SUBMIT TO D.U.I. TEST				
2017CT1097A3	POSSESSION OF CANNABIS				
FORNEY, JON		200202		09/18/17	
<i>Case Number</i>	<i>Charge</i>				
2017CF2655A1	VOP/POSSESSION OF HYDROMORPHONE				
2017CF2655A2	VOP/POSSESSION OF METHAMPHETAMINE				
2017CF2655A3	POSSESSION OF PARAPHERNALIA				
2017CF2655A4	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
FREEMAN, IRENE		249802	05/16/17		05/16/17
<i>Case Number</i>	<i>Charge</i>				
2017CT1079A1	FTA/DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2017CT1079A2	FTA/DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
FRITZ, DANA		210072	09/26/17	09/25/17	09/26/17
<i>Case Number</i>	<i>Charge</i>				
2017CF2631A1	VOP/FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF2631A2	VOP/FTA/DRIVING WHILE LICENSE REVOKED (HABITUAL OFFENDER)				
2017CF2631A3	FTA/POSSESSION OF PARAPHERNALIA				
GARVEY, ALPHONSO		232740	07/19/17	06/19/17	07/19/17
<i>Case Number</i>	<i>Charge</i>				
2017CF571A1	NONMOVING TRAFFIC VIOL DRIVE WHILE LIC SUSP 3RD OR SUBSQ OFF				
2017CF571A2	PETIT THEFT 1ST OFF				
2017CF571A3	FAIL TO REGISTER MOTOR VEHICLE				
2017CF571A4	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
2017CF571A5	NARCOTIC EQUIP-POSSESS AND OR USE				
2017CT577A1	FTA/MOVING TRAFFIC VIOL OPERATE MOTOR VEHICLE WO VALID LICENSE				
2017CT577A2	FTA/POSSESSION OF CANNABIS				
2017CT577A3	FTA/POSSESSION OF PARAPHERNALIA				
GAY, TIMOTHY		100591	12/20/17		
<i>Case Number</i>	<i>Charge</i>				
2017CF3980A1	POSSESSION OF COCAINE				
2017CF3980A2	POSSESSION OF MDMA				
2017CF3980A5	POSSESSION OF CANNABIS				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF4034A1	POSSESSION OF COCAINE				
2017CF4034A2	POSSESSION OF CANNABIS				
2017CF4034A3	POSSESSION OF PARAPHERNALIA				
GERMAN, HAROLD	143324			03/10/17	
Case Number	Charge				
2017CF407A1	FELONY DRIVING UNDER THE INFLUENCE (2 PRIOR DUI CONVICTION WITH IN PAST 10 (YEARS)				
2017CF407A2	DRIVING WHILE LICENSE REVOKED (HABITUAL OFFENDER)				
GIBSON, ERICK	219106			02/13/17	
Case Number	Charge				
2017CF124A1	DRIVING WHILE LICENSE REVOKED (HABITUAL OFFENDER)				
2017CF124A2	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
GRACE, AKIL	237827		10/28/17		
Case Number	Charge				
2017MM2989A1	DISCHARGING FIREARM IN PUBLIC				
GRAY, SHANE	211689			05/09/17	
Case Number	Charge				
2017CF886A1	VOP/CARRYING A CONCEALED FIREARM				
2017CF886A2	VOP/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF886A3	POSSESSION OF PARAPHERNALIA				
GREEN, JOSEPH	199050			11/07/17	
Case Number	Charge				
2017CF2510A1	FELONY DRIVING UNDER THE INFLUENCE				
2017CF2510A2	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
GRIEGER, KENNETH	246101	05/23/17			05/23/17
Case Number	Charge				
2017CT1101A1	FTA/DUI ALCOHOL OR DRUGS				
2017CT1101A4	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
GRIFFIN, ANTWON	228239			10/11/17	
Case Number	Charge				
2017CF2403A1	VOP/GRAND THEFT				
2017CF2403A2	UTTERING				
2017CF2403A3	COUNTERFEITING PAY INSTRUMENT WIT DEFRAUD				
2017CF2808A1	VOP/POSSESSION OF COCAINE				
2017CF2808A2	NO VALID DRIVER'S LICENSE				
GROOVER, ROBERT	233648			05/11/17	

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF214A1	VOP/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF214A2	VOP/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF214A3	VOP/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF214A7	VOP/CARRYING A CONCEALED FIREARM				
2017CF214A8	POSSESSION OF PARAPHERNALIA				
GUZMAN, ANDREA	252138	11/07/17		10/12/17	11/07/17
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017MM3279A1	FTA/DOMESTIC BATTERY				
HAGEN, JIMMY	235901		02/20/17		
<div> <div>Case Number</div> <div>Charge</div> </div>					
2014CF1374A1	VOP/BURGL OF DWELLING UNARMED NO ASSAULT OR BATT				
2016CF1141A1	VOP/FLEEING OR ATTEMPTING TO ELUDE OFFICER				
HAIRE, BERNARD	239129			12/11/17	
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF3573A1	POSSESSION OF COCAINE				
2017CF3573A2	CARRYING A CONCEALED FIREARM				
2017CF3573A3	POSSESSION OF PARAPHERNALIA				
HAMILTON, MICHAEL	122114	11/13/17		11/08/17	11/13/17
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF2875A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL				
2017CF2875A2	FTA/BATTERY				
2017CF2875A3	FTA/POSSESSION OF PARAPHERNALIA				
HANES, NATHANIEL	157405		11/14/17		
<div> <div>Case Number</div> <div>Charge</div> </div>					
2016CF2220A1	FTA/SALE OR POSSESSION OF COCAINE WITH INTENT TO SELL WITHIN 1,000 FEET OF A CHILD CARE FACILITY				
2016CF2220A2	FTA/POSSESSION OF PARAPHERNALIA				
2016CF2220A3	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017CF3571A1	POSSESSION OF COCAINE WITH INTENT TO SELL WITHIN 1,000 FEET OF CHURCH				
2017CF3571A2	POSSESSION OF CANNABIS WITH INTENT TO SELL WITHIN 1,000 FEET OF CHURCH				
2017CF3571A5	COCAINE-POSSESS POSSESS COCAINE				
HARRIS, DEQUANN	247947	04/25/17			04/25/17
<div> <div>Case Number</div> <div>Charge</div> </div>					
2016CF3561A1	FTA/ATTEMPTED BURGLARY OF CONVEYANCE				
2016CF3561A2	FTA/ATTEMPTED BURGLARY OF CONVEYANCE				
2016CF3561A3	FTA/POSSESSION OF BURGLARY TOOL				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
HARRIS, JAVARIS	173828			05/04/17	
Case Number	Charge				
2017CF426A1	FELONY BATTERY				
HARRIS, MARCUS	248010		06/24/17		
Case Number	Charge				
2017MM633A1	TRESPASSING SCHOOL GROUNDS -WAS 228.091				
2017CF779A1	BURGLARY OF DWELLING				
2017CF779A2	GRAND THEFT - THIRD DEGREE (\$100 TO \$300 VALUE FROM DWELLING OR CURTILAGE)				
2017CF779A3	STALKING				
2017CF779A4	RESISTING OFFICER WITHOUT VIOLENCE				
HARRIS-BROWN, SHIRIKA	168929		09/24/17		
Case Number	Charge				
2017CF2581A1	AGGRAVATED BATTERY WITH A DEADLY WEAPON				
HARRISON, HAROLD	145942	06/26/17		05/23/17	06/26/17
Case Number	Charge				
2017CF1482A1	VOP/FTA/POSSESSION OF COCAINE WITH INTENT TO SELL OR DELIVER				
2017CF1482A2	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
2017CF1482A3	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
HATCHER, DEREK	222515			03/07/17	
Case Number	Charge				
2017CF210A1	POSSESSION OF HEROIN				
2017CF210A2	POSSESSION OF COCAINE				
2017CF210A3	POSSESSION OF METHAMPHETAMINE				
2017CF210A6	POSSESSION OF ADDERALL				
2017CF210A7	POSSESSION OF PARAPHERNALIA				
HAYNES, KEEFFE	250265			08/31/17	
Case Number	Charge				
2017CF1754A1	SALE OR POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL WITHIN 1,000 FEET OF CHURCH				
2017CF1754A2	POSSESSION OF PARAPHERNALIA				
2017CF1754A3	MARIJUANA-POSSESS POSSESS MARIJUANA OVER 20 GRAMS				
2017CF1754A4	DANGEROUS DRUGS KEEP SHOP OR VEHICLE ETC FOR DRUGS 1ST VIOL				
HENDERSON, CARLA	252208			11/23/17	
Case Number	Charge				
2017CT2723A1	DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				



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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
HERN, ELVIN	251330			10/01/17	
Case Number	Charge				
2017MM2524A1	DISORD CONDUCT AFFRAY				
HERNDON, SCOT	25580		10/29/17		
Case Number	Charge				
2017CT2521A1	VOP/DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2017CT2521A2	POSSESSION OF PARAPHERNALIA				
HILL, HENRI	63401			10/24/17	
Case Number	Charge				
2017CF2400A1	POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER				
2017CF2400A2	POSSESSION OF CANNABIS				
2017CF2400A3	POSSESSION OF PARAPHERNALIA				
2017CF2400A4	NARCOTIC EQUIP-POSSESS AND OR USE				
2017CF2400A5	NARCOTIC EQUIP-POSSESS AND OR USE				
HOLLEY, NIGEL	248354			02/20/17	
Case Number	Charge				
2016CF3881A1	POSSESSION OF AMPHETAMINE				
2016CF3881A2	POSSESSION OF CANNABIS				
2016CF3881A3	POSSESSION OF PARAPHERNALIA				
HOPKINS, ASHLEY	208646			03/14/17	
Case Number	Charge				
2017CF618A1	PETIT THEFT 1ST OFF				
2017CF618A2	DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION				
2017CF618A3	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
2017CF618A4	COCAINE-POSSESS POSSESS COCAINE				
HOUSTON, GERALD	176783			10/03/17	
Case Number	Charge				
2017CF2852A1	FELONY DOMESTIC BATTERY				
HOWARD, DAVID	248658			04/13/17	
Case Number	Charge				
2017CF279A1	TRAFFICKING IN COCAINE				
HTET, YAN	227422	06/13/17		05/19/17	06/13/17
Case Number	Charge				
2017CF325A1	VOP/FTA/POSSESSION OF METHAMPHETAMINE				
2017CF325A2	VOP/FTA/DRIVING WHILE LICENSE REVOKED (HABITUAL OFFENDER)				



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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF325A3	FTA/POSSESSION OF CANNABIS				
2017CF325A4	FTA/POSSESSION OF PARAPHERNALIA				
HUFF, GRETCHEN	243971			01/31/17	
Case Number	Charge				
2016CF1004A1	FTA/CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION				
2016CF1004A2	FTA/FRAUDULENT USE OF CREDIT CARD - MORE THAN TWO TIMES WITHIN SIX MONTHS				
2016CF1004A3	FTA/PETIT THEFT (VALUE GREATER THAN \$100)				
2016CF3240A1	FTA/POSSESSION OF METHAMPHETAMINE				
HUMOSE, BILLIE	52608	04/07/17			04/07/17
Case Number	Charge				
2016CF2892A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2016CF2892A2	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
HUNTER, BARAQ	229237		04/06/17	03/06/17	
Case Number	Charge				
2016CF522A1	FELONY BATTERY (GREAT BODILY HARM)				
2016CF522A2	DOMESTIC BATTERY BY STRANGULATION				
2016CF522A3	FALSE IMPRISONMENT				
2016CF522A4	DOMV/AGGRAV BATTERY CAUSE BODILY HARM OR DISABILITY				
HUTTO, RACHEL	187359	08/01/17		07/28/17	08/01/17
Case Number	Charge				
2017CF1809A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF1809A2	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
2017CF1809A3	NARCOTIC EQUIP-POSSESS AND OR USE				
HYDE, KATHERINE	192892		06/06/17		
Case Number	Charge				
2017CF1508A1	VOP/POSSESSION OF CONTROLLED SUBSTANCE (XANAX)				
2017CF1508A2	VOP/POSSESSION OF CONTROLLED SUBSTANCE (METHAMPHETAMINE)				
2017CF1508A3	POSSESSION OF CANNABIS				
2017CF1508A4	POSSESSION OF PARAPHERNALIA				
JACKSON, CHARLES	24588		08/22/17		
Case Number	Charge				
2017CF2335A1	FELONY BATTERY				
JACKSON, DIERAS	230647	06/12/17		06/12/17	06/12/17
Case Number	Charge				
2017CF1457A1	FTA/POSSESSION OF CANNABIS WITH INTENT TO SELL				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF1457A2	FTA/POSSESSION OF PARAPHERNALIA				
2017CF1457A3	MARIJUANA-POSSESS POSSESS MARIJUANA OVER 20 GRAMS				
JACKSON, EDWARD	59896		11/09/17		
Case Number	Charge				
2017CF3492A1	CARRYING CONCEALED WEAPON BY CONVICTED FELON				
2017CF3492A2	SALE OR POSSESSION OF IMITATION DRUGS WITH INTENT TO SELL OR DELIVER				
JACKSON, WHALIN	9599			07/13/17	
Case Number	Charge				
2017CF1154A1	POSSESSION OF COCAINE				
2017CF1154A2	POSSESSION OF CANNABIS				
2017CF1154A3	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
JAMES, RENARD	251195		11/09/17		
Case Number	Charge				
2017CF2503A1	POSSESSION OF A CONVEYANCE OR STRUCTURE FOR THE PURPOSE OF DRUG SALES				
2017CF2503A2	POSSESSION OF MORE THAN 20 GRAMS CANNABIS WITH INTENT TO SELL				
2017CF2503A3	MARIJUANA-POSSESS POSSESS MARIJUANA OVER 20 GRAMS				
2017CF2503A4	DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION				
JOHNSON, ANDRAIS	226229	09/25/17		12/11/17	09/25/17
Case Number	Charge				
2017CF2622A1	FTA/POSSESSION OF COCAINE				
2017CF2622A2	FTA/POSSESSION OF ALPHA-PYRROLIDINOVALEROPHENONE (A-PVP, FLAKKA)				
2017CF2622A3	FTA/TAMPERING WITH PHYSICAL EVIDENCE				
JOHNSON, ANGELA	9972			07/19/17	
Case Number	Charge				
2017CF1800A1	VOP/AGGRAVATED BATTERY (GREAT BODILY HARM)				
JOHNSON, DAN	344			04/25/17	
Case Number	Charge				
2016CF3623A1	POSSESSION OF COCAINE				
JOHNSON, DILIUS	52554			02/07/17	
Case Number	Charge				
2016CF3598A1	FELONY BATTERY				
2016CF3598A2	AGGRAVATED BATTERY (PREGNANT VICTIM)				
2016CF3660A1	VOP/POSSESSION OF COCAINE				
2016CF3660A2	POSSESSION OF CANNABIS				
JOHNSON, MARIE	49777			10/23/17	

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<b>Case Number Charge</b>					
2017CT2672A1					DRIVING UNDER THE INFLUENCE
2017CT2672A2					REFUSAL TO SUBMIT TO D.U.I. TEST
2017CT2672A3					DRIVING WHILE LICENSE SUSPENDED OR REVOKED
JONES, GENNY	250009		06/14/17		
<b>Case Number Charge</b>					
2017MM1400A1					DOMESTIC BATTERY
JONES, JOHN	63108	09/13/17		09/07/17	09/13/17
<b>Case Number Charge</b>					
2017CT1000A1					FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED
2017CF2388A1					FTA/FELONY THEFT
2017CF2523A1					FTA/BURGLARY OF CONVEYANCE
2017CF2523A2					FTA/GRAND THEFT
JONES, WENDELL	41957		10/22/17		
<b>Case Number Charge</b>					
2017CF1621A1					FELONY BATTERY
2017MM1451A1					DOMESTIC BATTERY
JORDAN, JANICE	200413			03/23/17	
<b>Case Number Charge</b>					
2017CF559A1					VOP/POSSESSION OF METHAMPHETAMINE
2017CF559A2					NARCOTIC EQUIP-POSSESS AND OR USE
2017CF1654A1					VOP/POSSESSION OF CONTROLLED SUBSTANCE(S)
2017CF1654A2					POSSESSION OF PARAPHERNALIA
2017CF1654A3					POSSESSION OF CANNABIS
2017CF1654A4					DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION
JOSEPH, RYAN	237601			08/22/17	
<b>Case Number Charge</b>					
2017CF150A1					MARIJUANA-POSSESS WITH INTENT TO SELL MFG OR DELIVER SCHEDULE I
2017CF150A2					NARCOTIC EQUIP-POSSESS AND OR USE
2017CF150A3					DANGEROUS DRUGS KEEP SHOP OR VEHICLE ETC FOR DRUGS 1ST VIOL
2017CF146D2					POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL
2017CF146D3					POSSESSION OF PARAPHERNALIA
2017CF146D4					MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED
KACZOROWSKI, LEE	20889		05/17/17		
<b>Case Number Charge</b>					
2017MM1398A1					VOP/DISORDERLY CONDUCT
2017MM1510A1					DOMV/CONDIT RELEASE VIOLATION PRE TRIAL RELEASE COND VIOL FOR DOMEST

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
VIOL					
KEETON, CARRIE	252351			12/04/17	
Case Number	Charge				
2017CF3370A1	FELONY FLEEING OR ATTEMPTING TO ELUDE OFFICER				
2017CF3370A2	CHILD ABUSE				
2017CF3370A3	RECKLESS DRIVING				
2017CF3370A4	DUI ALCOHOL OR DRUGS				
2017CF3370A5	FLEE/ELUDE POLICE FLEE W DISREGARD OF SAFETY TO PERSONS OR PROP				
2017CF3370A6	NEGLECT CHILD WITHOUT GREAT BODILY HARM				
KIBLER, TINA	249323			04/17/17	
Case Number	Charge				
2017CF931A1	AGGRAV ASSAULT W DEADLY WEAPON WITHOUT INTENT TO KILL				
2017CT1268A1	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
KIDD, ZACHARY	232825	07/27/17			07/27/17
Case Number	Charge				
2017CF1372A1	FTA/BATTERY				
2017CF1372A2	FTA/BATTERY				
2017CF1372A3	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
KIMBALL, KACIE	229090			10/03/17	
Case Number	Charge				
2017MM2436A1	POSSESSION OF PARAPHERNALIA				
KING, JULIUS	231154		08/22/17		
Case Number	Charge				
2016MM3506A1	STALKING				
2016MM3506A2	LOITERING OR PROWLING				
2016MM3506A3	TRESPASS ON PROPERTY				
2017MM2649A1	DOMESTIC BATTERY				
2017MM2649A2	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
2017MM2649A3	DOMV/BATTERY TOUCH OR STRIKE				
KINSEY, JUANITA	125994			09/18/17	
Case Number	Charge				
2017CF2665A1	TRAFFICKING IN CANNABIS				
2017CF2665A2	POSSESSION OF PROPERTY FOR TRAFFICKING OR SALE OF CANNABIS				
2017CF2665A3	CONSPIRACY TO TRAFFIC IN CANNABIS				
2017CF2665A5	NARCOTIC EQUIP-POSSESS AND OR USE				
LAW, JEREMIAH	249249		07/07/17		

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<b>Case Number      Charge</b> 2017CF864A1      AGGRAVATED BATTERY					
LEE, JUSTIN	201000	07/19/17			07/19/17
<b>Case Number      Charge</b> 2017CF1932A1      FTA/MARIJUANA-POSSESS WITH INTENT TO SELL MFG OR DELIVER SCHEDULE I 2017CF1932A2      MARIJUANA-POSSESS POSSESS MARIJUANA OVER 20 GRAMS 2017CF1932A3      NARCOTIC EQUIP-POSSESS AND OR USE					
LEE, STACY	39137	03/28/17		03/22/17	03/28/17
<b>Case Number      Charge</b> 2016MM2583A1      FTA/POSSESSION OF PARAPHERNALIA 2017MM561A1      FTA/POSSESSION OF CANNABIS 2017MM561A2      FTA/POSSESSION OF PARAPHERNALIA 2017CF2716A1      SALE OR POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL WITHIN 1,000 FEET OF SCHOOL					
LINDSEY, ROBERT	183191			10/20/17	
<b>Case Number      Charge</b> 2017CF3221A1      FTA/FELONY BATTERY					
LINK, REBECCA	248822			07/12/17	
<b>Case Number      Charge</b> 2017CT310A1      DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY 2017CT310A3      VOP/DRIVING UNDER THE INFLUENCE ACCOMPANIED BY PERSONS UNDER 18 YOA					
LYNN, MICHAEL	242211	10/26/17			10/26/17
<b>Case Number      Charge</b> 2017MM2679A1      FTA/BATTERY					
LYSTE, ALISHIA	241073			11/15/17	
<b>Case Number      Charge</b> 2017CF3275A1      FTA/POSSESSION OF METHAMPHETAMINE 2017CF3275A2      FTA/POSSESSION OF CANNABIS 2017CF3275A3      FTA/POSSESSION OF PARAPHERNALIA					
MAJSZAK, DOUGLAS	220330			10/10/17	
<b>Case Number      Charge</b> 2017CT2499A1      DRIVING UNDER THE INFLUENCE					
MALLORY, HEATHER	252070			10/24/17	
<b>Case Number      Charge</b> 2017CF3175A1      POSSESSION OF CONTROLLED SUBSTANCE					



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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
MANN, CHRISTOPHER	141233			04/19/17	
Case Number	Charge				
2017CF1219A1	POSSESSION OF METHAMPHETAMINE				
2017CF1219A2	POSSESSION OF PARAPHERNALIA				
MARKELL, MICHAEL	248091		02/11/17		
Case Number	Charge				
2016CF3656A1	POSSESSION OF HYDROCODONE				
2016CF3656A2	POSSESSION OF PARAPHERNALIA				
MARTINEZ SOMOZA, KELVIN	250535			08/18/17	
Case Number	Charge				
2017CT1648A1	DRIVING UNDER THE INFLUENCE				
MASSEY, BRYON	104261			02/03/17	
Case Number	Charge				
2017MM93A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2017CF613A1	GRAND THEFT OF MOTOR VEHICLE				
2017CF613A2	GRAND THEFT OF MOTOR VEHICLE				
2017CF613A3	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2017CF613A4	TRESPASSING PROPERTY NOT STRUCTURE OR CONVEY				
2017CF975A1	GRAND THEFT				
MCFADDEN, DERRICK	249501	05/23/17			05/23/17
Case Number	Charge				
2017MM945A1	FTA/BATTERY				
2017MM945A2	FTA/BATTERY				
2017MM945A3	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
MCINTOSH, CHRISTOPHER	242980			08/24/17	
Case Number	Charge				
2017CF1912A1	POSSESSION OF METHAMPHETAMINE				
MCMILLAN, ANDREW	181347			03/15/17	
Case Number	Charge				
2017CT425A1	RECKLESS DRIVING 1ST OFF				
MCNEILL, ROBERT	247961	03/22/17			03/22/17
Case Number	Charge				
2016CT2739A1	VOP/FTA/RECKLESS DRIVING 1ST OFF				
MCQUAID, GAYLA	250516			11/09/17	

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<b>Case Number Charge</b>					
2017CF1965A1	LEAVING SCENE OF CRASH INVOLVING PERSONAL INJURY				
MEDLEY, CODY	213545		04/19/17		
<b>Case Number Charge</b>					
2017CT873A1	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017CT873A2	NARCOTIC EQUIP-POSSESS AND OR USE				
MELETT, LISI	19846			08/10/17	
<b>Case Number Charge</b>					
2017CT1869A1	DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				
MERRITT, MATTHEW	249315		06/06/17		
<b>Case Number Charge</b>					
2017CF924A1	AGGRAVATED BATTERY (GREAT BODILY HARM)				
2017CF924A2	FELONY BATTERY (GREAT BODILY HARM)				
2017CF1893A1	DOMV/BATTERY COMMIT DOMESTIC BATTERY BY STRANGULATION				
MILLER, BRIAN	250307	07/20/17		06/23/17	07/20/17
<b>Case Number Charge</b>					
2017CT1480A1	FTA/DUI ALCOHOL OR DRUGS				
2017CT1480A2	FTA/MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
MILLER, CASEY	139409	12/19/17			12/19/17
<b>Case Number Charge</b>					
2017CF1697A1	FTA/AGGRAVATED BATTERY (GREAT BODILY HARM)				
MILLERSHIP, BEN	66318			03/01/17	
<b>Case Number Charge</b>					
2017CF294A1	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017CF1034A2	POSSESSION OF CONTROLLED SUBSTANCE (HYDROPHONE)				
2017CF1034A3	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF1034A4	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF1034A6	POSSESSION OF FRAUDULENT DRIVER'S LICENSE				
2017CF1034A7	POSSESSION OF FRAUDULENT DRIVER'S LICENSE				
2017CF1034A8	TAMPERING WITH PHYSICAL EVIDENCE				
2017CF1034A10	POSSESSION OF PARAPHERNALIA				
2017CF1034A11	GIVING FALSE NAME OR IDENTIFICATION TO OFFICER				
2017CF1034A14	NARCOTIC EQUIP-POSSESS AND OR USE				
2017CF1034A15	RESIST OFFICER OBSTRUCT WO VIOLENCE				
2017CF1034A16	PUBLIC ORDER CRIMES USE OF FALSE ID ADVERSELY AFFECTS ANOTHER				
2017CF3192A1	DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
MITCHELL, ERIC	8116	08/24/17			08/24/17
Case Number	Charge				
2017CF2071A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF2071A2	FTA/POSSESSION OF CANNABIS				
MITCHELL, TERRIKA	248854		09/26/17		
Case Number	Charge				
2017MM398A1	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2017CF3030A1	RESISTING WITHOUT VIOLENCE				
2017CF3030A2	BATTERY TOUCH OR STRIKE				
MOORE, JERRY	230312			12/15/17	
Case Number	Charge				
2017MM3624A1	POSSESSION OF CANNABIS				
2017MM3624A2	POSSESSION OF PARAPHERNALIA				
MOORE, KAYLA	244936			12/20/17	
Case Number	Charge				
2017CF3716A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3726A1	FTA/TRAFFICKING IN CONTROLLED SUBSTANCE				
2017CF3726A2	FTA/CARRYING A CONCEALED FIREARM				
2017CF3726A3	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3726A4	GRAND THEFT OF FIREARM				
MOORE, PHILLIP	10840			10/04/17	
Case Number	Charge				
2017CT2248A1	DRIVING UNDER THE INFLUENCE				
MORRIS, LAKESHIA	93011		10/06/17		
Case Number	Charge				
2017CF2815A1	POSSESSION OF COCAINE				
2017CF2815A2	PETIT THEFT				
2017CF2815A3	NARCOTIC EQUIP-POSSESS AND OR USE				
MOSS, ANDREW	242574			05/18/17	
Case Number	Charge				
2016CF1265A1	VOP/DRIVING UNDER THE INFLUENCE				
MUNGER, BRITTANY	230396			07/21/17	
Case Number	Charge				
2017CF997A1	CHILD NEGLECT				
2017CF997A2	NEGLECT CHILD WITHOUT GREAT BODILY HARM				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
NESS, JANE	248480	03/02/17			03/02/17
Case Number	Charge				
2017CF249A1	VOP/FTA/POSSESSION OF AMPHETAMINE				
2017CF249A2	VOP/FTA/POSSESSION OF CANNABIS				
2017CF249A3	VOP/FTA/POSSESSION OF ALPRAZOLAM				
2017CF249A4	VOP/FTA/POSSESSION OF METHAMPHETAMINE				
2017CF249A5	FTA/POSSESSION OF PARAPHERNALIA				
2017CF804A2	VOP/POSSESSION OF SYNTHETIC CANNABIS (THC WAX)				
2017CF909A1	AMPHETAMINE-TRAFFIC OR METHAMPHETAMINE 14 GRAMS OR OVER				
NOMBRE, LARRY	242693		04/19/17		
Case Number	Charge				
2017CF446A1	POSSESSION OF CANNABIS (MORE THAN 20 GRAMS) WITH INTENT TO SELL				
2017CF446A2	MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED				
2017CF446A3	POSSESSION OF PARAPHERNALIA				
2017CF446A4	MARIJUANA-POSSESS POSSESS MARIJUANA OVER 20 GRAMS				
OSTEEN, GARY	12958			08/24/17	
Case Number	Charge				
2017CF806A1	DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION				
2017CF806A2	POSSESSION OF OXYCODONE				
2017CF806A3	POSSESSION OF PARAPHERNALIA				
PALMER, ANAGEL	59458	03/27/17			03/27/17
Case Number	Charge				
2017CF730A1	VOP/FTA/POSSESSION OF METHAMPHETAMINE				
2017CF730A2	FTA/POSSESSION OF PARAPHERNALIA				
2017CF730A3	FTA/POSSESSION OF CANNABIS				
PARAMORE, SONMONTEZ	80154	06/12/17			06/12/17
Case Number	Charge				
2017CF1471A1	FTA/POSSESSION OF METHAMPHETAMINE				
2017CF1471A2	FTA/POSSESSION OF PARAPHERNALIA				
PHILLIPS, JAMES	163069			08/14/17	
Case Number	Charge				
2017CF1942A1	VOP/FELONY BATTERY				
PHILLIPS, URBAN	90946		01/08/17		
Case Number	Charge				
2016CF3743A2	POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER				
2016CF3743A3	POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2016CF3743A4	POSSESSION OF PARAPHERNALIA				
PLEAS, DARIUS	246723			05/11/17	
Case Number	Charge				
2017CF988A1	POSSESSION OF COCAINE				
2017CF988A2	VOP/POSSESSION OF PARAPHERNALIA				
2017CF988A3	NONMOVING TRAFFIC VIOL ATTACH REGISTRATION LICENSE PLATE NOT ASSIGNED				
PORTER, WALT	184196			08/24/17	
Case Number	Charge				
2017CF479A1	POSSESSION OF FIREARM BY CONVICTED FELON				
2017CF479A2	CARRYING A CONCEALED FIREARM				
2017CF479A3	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF479A4	POSSESSION OF PARAPHERNALIA				
2017CF694A1	GRAND THEFT OF MOTOR VEHICLE				
POWELL, WILLIE	181523	08/29/17		08/24/17	08/29/17
Case Number	Charge				
2017CF2408A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF2408A2	FTA/POSSESSION OF PARAPHERNALIA				
2017CF2408A3	FTA/NO VALID DRIVER'S LICENSE				
PRESCOTT, CAMELLIA	244268	10/19/17			10/19/17
Case Number	Charge				
2017CF2090A1	FTA/POSSESSION OF ALPHA-PYRROLIDINOVALEROPHENONE (A-PVP, FLAKKA)				
2017CF2090A2	FTA/POSSESSION OF CANNABIS				
REED, DEWAYNE	152711	10/09/17			10/09/17
Case Number	Charge				
2017CF1114A1	FTA/POSSESSION OF COCAINE				
2017CF1114A2	FTA/DRIVING UNDER THE INFLUENCE SUBSEQUENT CONVICTIONS				
2017CF1114A3	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017CF1114A4	FTA/POSSESSION OF PARAPHERNALIA				
REEDY, CHARLEE	93586			08/22/17	
Case Number	Charge				
2017CF2363A1	POSSESSION OF METHAMPHETAMINE				
2017CF2363A2	FELONY THEFT				
REESE, LENORRIS	11228			08/07/17	
Case Number	Charge				
2017CF2371A1	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF2371A2	POSSESSION OF PARAPHERNALIA				



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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF2371A3	NO VALID DRIVER'S LICENSE				
REESE, SHAQUILLE	209341			03/31/17	
Case Number	Charge				
2017CF915A1	VOP/POSSESSION OF COCAINE				
2017CF915A2	RESISTING OFFICER WITHOUT VIOLENCE				
2017CF915A3	POSSESSION OF PARAPHERNALIA				
REID, HEATHER	249947			06/07/17	
Case Number	Charge				
2017CF1507A1	POSSESSION OF METHAMPHETAMINE				
2017CF1507A2	POSSESSION OF CANNABIS				
2017CF1507A3	POSSESSION OF PARAPHERNALIA				
REINSHUTTLE, MEGAN	225406		06/23/17		
Case Number	Charge				
2017CF1233A1	GRAND THEFT				
2017CF1233A2	DEFRAUDING A PAWNBROKER				
RICHARD, POUCHON	187141			05/25/17	
Case Number	Charge				
2017CF1647A1	POSSESSION OF 3,4-METHYLENEDIOXYMETHAMPHETAMINE (MDMA)				
2017CF1647A2	POSSESSION OF PARAPHERNALIA				
2017CF1647A3	NARCOTIC EQUIP-POSSESS AND OR USE				
RICHARDSON, STEPHEN	221110	07/14/17			07/14/17
Case Number	Charge				
2017CF1757A1	FTA/POSSESSION OF SYNTHETIC CATHINONE				
2017CF1757A2	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017CF1757A3	FTA/POSSESSION OF CANNABIS				
RILEY, WILLIAM	187050			04/18/17	
Case Number	Charge				
2017MM316A1	BATTERY				
ROBINSON, JACOB	249245	04/13/17			04/13/17
Case Number	Charge				
2017CF860A1	FTA/SALE OF CONTROLLED SUBSTANCE				
2017CF860A2	FTA/SALE OF CONTROLLED SUBSTANCE				
ROBINSON, MARY	230056			07/20/17	
Case Number	Charge				
2017CF1661A1	BATTERY ON LAW ENFORCEMENT OFFICER				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF1661A2	RESISTING OFFICER WITHOUT VIOLENCE				
2017CF1661A3	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
ROZIER, CHARLES	47100	12/11/17		11/28/17	12/11/17
Case Number	Charge				
2017CF3079A1	FTA/POSSESSION OF CONTRABAND AT COUNTY DETENTION FACILITY				
2017CF3079A2	FTA/POSSESSION OF CANNABIS				
RUMPH, TASHODRICK	221189		11/15/17		
Case Number	Charge				
2017CF3045A1	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3045A2	NARCOTIC EQUIP-POSSESS AND OR USE				
2017CF3548A2	BURGLARY OF DWELLING WHILE ARMED				
2017CF3548A3	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
SANBORN, CHARLES	83129			10/15/17	
Case Number	Charge				
2017CT2152A1	DUI ALCOHOL OR DRUGS				
SANDS, BRANDON	137489			08/28/17	
Case Number	Charge				
2017CF1758A1	VOP/POSSESSION OF CONTRABAND AT COUNTY DETENTION FACILITY				
2017CF1758A2	VOP/POSSESSION OF 3,4-METHYLENEDIOXYMETHAMPHETAMINE (MDMA)				
2017CF1758A3	POSSESSION OF PARAPHERNALIA				
2017CF1758A4	DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION				
SCOTT, BRADLEY	248541			02/07/17	
Case Number	Charge				
2017CF201A1	VOP/POSSESSION OF CANNABIS LESS THAN 20 GRAMS				
2017CF201A2	DRIVING UNDER THE INFLUENCE				
2017CF201A3	VOP/POSSESSION OF PARAPHERNALIA				
2017CF201A4	POSSESSION OF ALPRAZOLAM				
2017CF201A5	NARCOTIC EQUIP-POSSESS AND OR USE				
SCOTT, ELISA	5309			07/13/17	
Case Number	Charge				
2017CF471A1	VOP/FTA/POSSESSION OF COCAINE				
2017CF471A2	FTA/POSSESSION OF CANNABIS				
SCOTT, GEORGE	148240	10/18/17			10/18/17
Case Number	Charge				
2017CF3001A1	FTA/POSSESSION OF SYNTHETIC CANNABIS				
2017CF3001A2	FTA/POSSESSION OF PARAPHERNALIA				

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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF3001A3	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017CF3641A1	POSSESSION OF CONTRABAND AT COUNTY DETENTION FACILITY				
2017CF3641A2	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3641A3	POSSESSION OF PARAPHERNALIA				
2017CF3648A1	DEALING IN STOLEN PROPERTY				
2017CF3648A2	DEALING IN STOLEN PROPERTY				
2017CF3648A3	DEALING IN STOLEN PROPERTY				
2017CF3648A4	BATTERY ON LAW ENFORCEMENT OFFICER				
2017CF3648A5	DEPRIVING OFFICER OF MEANS OF COMMUNICATION				
2017CF3648A6	RESISTING OFFICER WITHOUT VIOLENCE				
2018CF342A1	FRAUD-SWINDLE DEFRAUD FINANCIAL INSTITUTION				
2018CF342A2	FRAUD CASH DEPOSIT BANK ITEM W INTENT TO DEFRAUD				
2018CF342A3	GRAND THEFT \$5,000 OR MORE LESS THAN \$10,000				
SCOTT, JAHVAUGHN					
	230261			04/19/17	
Case Number	Charge				
2017CF444A1	EVIDENCE-DESTROYING TAMPER WITH OR FABRICATE PHYSICAL				
2017CF444A2	RESIST OFFICER WITH VIOLENCE				
2017CF444A3	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
2017MM627A1	POSSESSION OF CANNABIS				
2017MM627A2	RESISTING OFFICER WITHOUT VIOLENCE				
SCOTT, KACEY					
	223769		06/16/17		
Case Number	Charge				
2017CF687A1	TRESPASSING PROPERTY NOT STRUCTURE OR CONVEY				
2017CF687A2	NARCOTIC EQUIP-POSSESS AND OR USE				
2017CF687A3	MARIJUANA-POSSESS WITH INTENT TO SELL MFG OR DELIVER SCHEDULE I				
2017MM626A1	POSSESSION OF CANNABIS				
2017MM626A2	POSSESSION OF PARAPHERNALIA				
2017MM626A3	TRESPASS ON PROPERTY				
SEGAL, JASON					
	91470	12/18/17		12/07/17	12/18/17
Case Number	Charge				
2017CF3660A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3660A2	FTA/POSSESSION OF CANNABIS				
2017CF3660A3	FTA/POSSESSION OF PARAPHERNALIA				
SHARPE, DENARI					
	222014	08/28/17		08/18/17	08/28/17
Case Number	Charge				
2017CF2229A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF2229A2	FTA/POSSESSION OF CANNABIS				
SHIPLEY, ALYSSA					
	251814		10/04/17		

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<b>Case Number      Charge</b>					
2017CF3023A1		RESIST OFFICER OBSTRUCT WO VIOLENCE			
2017CF3023A2		BATTERY ON LAW ENFORCEMENT OFFICER			
2017CF3023A3		BATTERY			
2017CF3023A4		BATTERY			
2017CF3023A5		BATTERY ON OFFICER FIREFIGHTER EMT ETC			
SHIPPY, RASSAAN	246014			08/23/17	
<b>Case Number      Charge</b>					
2017CF2383A1		POSSESSION OF CONTROLLED SUBSTANCE			
2017CF2383A2		RESISTING OFFICER WITHOUT VIOLENCE			
SIMMONS, KENDRICK	99334		04/11/17		
<b>Case Number      Charge</b>					
2017CF181A1		RESISTING OFFICER WITH VIOLENCE			
2017CF181A2		POSSESSION OF CANNABIS			
2017CF181A3		NARCOTIC EQUIP-POSSESS AND OR USE			
SINALOA, KARLA	233773			10/13/17	
<b>Case Number      Charge</b>					
2017CF3008A1		VOP/SALE OF METHAMPHETAMINE			
SMITH, AUSTIN	234702			08/15/17	
<b>Case Number      Charge</b>					
2017CT1803A1		RECKLESS DRIVING 1ST OFF			
2017CT1803A2		REFUSAL TO SUBMIT TO D.U.I. TEST			
SMITH, JOSEPH	127141			09/25/17	
<b>Case Number      Charge</b>					
2017CF2578A1		VOP/POSSESSION OF CONTROLLED SUBSTANCE			
2017CF2578A2		VOP/POSSESSION OF PARAPHERNALIA			
SMITH, MARIO	50527	06/27/17			06/27/17
<b>Case Number      Charge</b>					
2017CF1403A1		VOP/FTA/POSSESSION OF CONTROLLED SUBSTANCE			
2017CF1403A2		VOP/FTA/POSSESSION OF MORE THAN 20 GRAMS CANNABIS			
2017CF1403A3		FTA/POSSESSION OF PARAPHERNALIA			
SNODGRASS, BRANDI	167197			08/31/17	
<b>Case Number      Charge</b>					
2017CF2580A1		TRAFFICKING IN METHAMPHETAMINE			
2017CF2580A2		POSSESSION OF CONTROLLED SUBSTANCE			
2017CF2580A3		POSSESSION OF CONTROLLED SUBSTANCE			

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2017CF2580A4	POSSESSION OF CANNABIS				
2017CF2580A5	POSSESSION OF PARAPHERNALIA				
SNYDER, TERI	98755			06/09/17	
Case Number	Charge				
2017MM1316A1	POSSESSION OF PARAPHERNALIA				
SODEN, NICHOLAS	249963			06/09/17	
Case Number	Charge				
2017MM1349A1	POSSESSION OF CANNABIS				
SPOONER, MARTHA	252674			11/27/17	
Case Number	Charge				
2017CF3629A1	LARC RETAIL THEFT 300 DOLS MORE 1ST OFF				
2017MM4006A1	PETIT THEFT (VALUE GREATER THAN \$100)				
STALLONE, JEAN-PIERRE	237809		01/20/17		
Case Number	Charge				
2016CF3216A1	CARRYING A CONCEALED FIREARM				
2016CF3216A2	POSSESSION OF XANAX				
2016CF3216A3	POSSESSION OF CANNABIS				
2017CF147A1	MARIJUANA-POSSESS WITH INTENT TO SELL MFG OR DELIVER SCHEDULE I				
2017CF147A2	DANGEROUS DRUGS KEEP SHOP OR VEHICLE ETC FOR DRUGS 1ST VIOL				
2017CF147A3	NARCOTIC EQUIP-POSSESS AND OR USE				
2017CF146B1	POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER				
2017CF146B2	POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL				
2017CF146B3	POSSESSION OF PARAPHERNALIA				
2017CF146B4	MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED				
STANDLEY, COLBY	251367	12/11/17		11/30/17	12/11/17
Case Number	Charge				
2017CF2659A1	MARIJUANA-TRAFFIC EXCESS OF 25 LBS OR 300 PLANTS OR MORE				
2017CF2659A2	DRUGS-TRAFFIC POSSESS STRUCTURE VEH KNOW TRAFFIC DRUGS				
2017CF2665B1	FTA/TRAFFICKING IN CANNABIS				
2017CF2665B2	FTA/POSSESSION OF PROPERTY FOR TRAFFICKING OR SALE OF CANNABIS				
STARKEY, MALLORY	251140			10/04/17	
Case Number	Charge				
2017CT2059A1	VOP/DUI ALCOHOL OR DRUGS				
2017CT2059A2	VOP/POSSESSION OF CANNABIS				
STRONG, CARLTON	237781			09/08/17	
Case Number	Charge				



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Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF2623A1	POSSESSION OF CANNABIS WITH INTENT TO SELL				
2017CF2623A2	POSSESSION OF OXYCODONE				
2017CF2623A3	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017CF2623A4	NARCOTIC EQUIP-POSSESS AND OR USE				
STROTHERS, MARY	142565			11/07/17	
Case Number	Charge				
2017CF2563A1	PURCHASE OF COCAINE				
SUTTON, ASHLEY	247751			06/22/17	
Case Number	Charge				
2016CF3399A1	POSSESSION OF COCAINE				
2016CF3399A2	POSSESSION OF VYVANSE				
2016CF3399A3	POSSESSION OF CANNABIS				
SWEARINGEN, BRENDON	242991	06/08/17		10/24/17	06/08/17
Case Number	Charge				
2015CF3524A1	VOP/FTA/CARRYING A CONCEALED FIREARM				
2015CF3524A2	VOP/FTA/POSSESSION OF MORE THAN 20 GRAMS CANANBIS				
2017CT1181A1	FTA/DRIVING UNDER THE INFLUENCE				
SWEET, DAVID	3919			09/22/17	
Case Number	Charge				
2017CF2559A1	POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER				
2017CF2559A2	COCAINE-POSSESS POSSESS COCAINE				
SWORMSTEDT, MARLEY	250329	10/03/17			10/03/17
Case Number	Charge				
2017CF2018A1	FTA/BURGLARY OF CONVEYANCE				
2017CF2018A2	FTA/BURGLARY OF CONVEYANCE				
2017CF2018A3	FTA/GRAND THEFT				
2017CF2018A4	FTA/POSSESSION OF PERCOCET				
THIELE, KARL	233037			10/03/17	
Case Number	Charge				
2017CT1099A1	RECKLESS DRIVING 1ST OFF				
2017CT1099A2	REFUSAL TO SUBMIT TO DUI TEST				
THOMAS, DEMIL	117754			05/26/17	
Case Number	Charge				
2017CF1018A1	POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER				
2017CF1018A2	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF1018A3	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				

# Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2  
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Year: 2017

## List of Violators (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2017CF1018A4	POSSESSION OF CANNABIS				
2017CF1018A5	POSSESSION OF PARAPHERNALIA				
2017CF1801A1	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF1801A2	TAMPERING WITH PHYSICAL EVIDENCE				
THOMPSON, RAYMOND	43339			06/13/17	
Case Number	Charge				
2017CF1067A1	MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED-SUBSEQUENT VIOLATION				
2017CF1067A2	POSSESSION OF PARAPHERNALIA				
TOMASIELLO, MICHAEL	237370			06/19/17	
Case Number	Charge				
2017CT825A1	DRIVING UNDER THE INFLUENCE				
2017CT825A2	REFUSAL TO SUBMIT TO D.U.I TEST				
TOOMBS, LAKECHIA	132927			04/26/17	
Case Number	Charge				
2017CT308A1	VOP/DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				
2017CT308A2	VOP/DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
TROUPE, CRYSTAL	239301	10/27/17		10/13/17	10/27/17
Case Number	Charge				
2017CF2913A1	FTA/SALE OF SUBSTANCE IN LIEU OF CONTROLLED SUBSTANCE				
2018CF79A1	SMUGGLE CONTRABAND INTRODUCE INTO DETENTION FACILITY				
TROUPE, KENON	207041			10/03/17	
Case Number	Charge				
2016CT2596A1	DRIVING UNDER THE INFLUENCE SUBSEQUENT CONVICTIONS				
2016CT2596A2	REFUSAL TO SUBMIT TO D.U.I. TEST				
WATTS, BENJAMIN	59957			10/04/17	
Case Number	Charge				
2017CT1614A1	DRIVING UNDER THE INFLUENCE				
WEAVER, CLAYTON	81058			11/22/17	
Case Number	Charge				
2017CF1700A1	AGGRAVATED ASSAULT ON LAW ENFORCEMENT OFFICER				
2017CF1700A2	AGGRAVATED ASSAULT ON LAW ENFORCEMENT OFFICER				
2017CF1700A3	AGGRAVATED ASSAULT ON LAW ENFORCEMENT OFFICER				
2017CF1700A4	AGGRAVATED ASSAULT ON LAW ENFORCEMENT OFFICER				
2017CF1700A5	AGGRAVATED ASSAULT ON LAW ENFORCEMENT OFFICER				
WHITE, NEQUON	203615			12/15/17	

# Leon County Supervised Pretrial Release Program Public Registry Activity Detail

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Year: 2017

## List of Violators (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF3380A1	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3380A2	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF3380A3	POSSESSION OF CANNABIS				
2017CF3380A4	NARCOTIC EQUIP-POSSESS AND OR USE				
WILKINS, GREG	125712			12/08/17	
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF3132A1	POSSESSION OF COCAINE				
WILLIAMS, ANTHONY	147586	03/15/17		03/03/17	03/15/17
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF162A1	FTA/RESISTING OFFICER WITH VIOLENCE				
2017CF162A2	FTA/TRESPASS ON PROPERTY AFTER WARNING				
2017CF162A3	FTA/CRIMINAL MISCHIEF				
WILLIAMS, DALLAS	243006			07/28/17	
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF671A1	POSSESSION OF CONTROLLED SUBSTANCE				
WILLIAMS, KEVIN	74853			08/18/17	
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CT1805A1	DRIVING UNDER THE INFLUENCE				
2017CT1805A2	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
WILLIAMS, LAUREN	251819		11/02/17		
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CT2524A1	DRIVING UNDER THE INFLUENCE				
2017CT2524A2	POSSESSION OF CANNABIS				
2017CT2524A3	POSSESSION OF PARAPHERNALIA				
WILLIAMS, MARTALIUS	7649			03/02/17	
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF26A1	POSSESSION OF FIREARM BY CONVICTED FELON				
2017CF26A2	POSSESSION OF CONTROLLED SUBSTANCE				
2017CF26A3	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
WILLIAMS, MICHAEL	80756			08/14/17	
<div> <div>Case Number</div> <div>Charge</div> </div>					
2017CF2293A1	SALE OF COCAINE				
2017CF2293A2	TRESPASS ON PROPERTY				
2017CF2293A3	COCAINE-POSSESS POSSESS COCAINE				

# Leon County Supervised Pretrial Release Program Public Registry Activity Detail

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Year: 2017

## List of Violators (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
WILLIAMS, NATHAN	242218			02/22/17	
Case Number	Charge				
2017CF320A1	VOP/FELONY BATTERY				
WILLIAMS, TYLER	251500		09/27/17		
Case Number	Charge				
2017CF2764A1	SALE OR POSSESSION OF MORE THAN 20 GRAMS OF CANNABIS WITH INTENT TO SELL WITHIN 1,000 FEET OF CHURCH				
2017CF2764A2	POSSESSION OF PARAPHERNALIA				
2017CF2764A3	WEAPON OFFENSE USE DISPLAY ETC FIREARM DURING FELONY				
2017CF2764A4	WEAPON OFFENSE USE DISPLAY ETC FIREARM DURING FELONY				
2017CF2764A5	WEAPON OFFENSE USE DISPLAY ETC FIREARM DURING FELONY				
2017CF2764A6	NARCOTIC EQUIP-POSSESS AND OR USE				
WILLIAMS, TYRONE	57673			09/07/17	
Case Number	Charge				
2017CF2432A1	AGGRAVATED BATTERY (PREGNANT VICTIM)				
WILLIAMS, WILLIE	83556			04/07/17	
Case Number	Charge				
2017MM472A1	POSSESSION OF PARAPHERNALIA				
2017MM472A2	TRESPASS ON PROPERTY AFTER WARNING				
WILSON, GARY	73387			02/22/17	
Case Number	Charge				
2016CF3566A1	VOP/POSSESSION OF METHAMPHETAMINE WITH INTENT TO SELL OR DELIVER				
2016CF3566A2	POSSESSION OF CANNABIS				
2016CF3566A3	POSSESSION OF PARAPHERNALIA				
WILSON, TREVARIUS	245848		02/04/17		
Case Number	Charge				
2017CF44A1	POSSESSION OF MORE THAN 20 GRAMS CANNABIS				
2017CF44A2	POSSESSION OF ADDERALL				
2017CF44A3	POSSESSION OF PARAPHERNALIA				
2017CF44A4	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2017CF44A5	SMUGGLE CONTRABAND INTRODUCE INTO DETENTION FACILITY				
WOMBLE, SCOTT	22449			11/16/17	
Case Number	Charge				
2017CF1770A1	VOP/FTA/RECKLESS DRIVE DAMAGE PERSON OR PROPERTY				
2017CF1770A2	VOP/REFUSAL TO SUBMIT TO D.U.I. TEST				
2017CF1770A3	VOP/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				

# Leon County Supervised Pretrial Release Program Public Registry Activity Detail

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Year: 2017

## List of Violators (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
WOODBERRY, ANTWAN	150026	10/02/17			10/02/17
Case Number	Charge				
2017CF2565A1	VOP/FTA/CARRYING A CONCEALED FIREARM				
2017CF2565A2	FTA/POSSESSION OF CANNABIS				
WYCHE, LOUIS TRE	137220	07/13/17			07/13/17
Case Number	Charge				
2017CF1839A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2017CF1839A2	FTA/MOVING TRAFFIC VIOL DRIVE WITH SUSPENDED REVOKED LICENSE SUBSQ OFF				
YOUNG, CODY	210132			05/23/17	
Case Number	Charge				
2017MM573A1	BATTERY				
<b>TOTALS</b>		<b>67</b>	<b>37</b>	<b>166</b>	<b>67</b>



# Leon County Supervised Pretrial Release Program Public Registry Activity Summary

501-C Appleyard Drive, Tallahassee, FL 32304

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Year:2017

(Bond Releases)

Month	Interviewed		Assessed		Accepted	
	Indigent	Total	Indigent	Total	Indigent	Total
JANUARY, 2017	0	138	0	104	42	57
FEBRUARY, 2017	0	132	0	113	59	86
MARCH, 2017	0	149	0	130	74	101
APRIL, 2017	0	133	0	98	47	66
MAY, 2017	0	146	0	135	65	78
JUNE, 2017	0	133	0	109	54	78
JULY, 2017	0	156	0	126	55	73
AUGUST, 2017	0	133	0	107	49	58
SEPTEMBER, 2017	0	93	0	67	46	56
OCTOBER, 2017	0	92	0	67	67	79
NOVEMBER, 2017	0	86	0	69	60	79
DECEMBER, 2017	0	88	0	59	51	62
<b>Totals</b>	<b>0</b>	<b>1,479</b>	<b>0</b>	<b>1,184</b>	<b>669</b>	<b>873</b>

**IN THE CIRCUIT COURT OF THE SECOND  
JUDICIAL CIRCUIT**

**OFFICE OF THE CHIEF JUDGE**

**FIRST AMENDED  
ADMINISTRATIVE ORDER NO. 2006-02**

**IN RE: UNIFORM BOND SCHEDULE AND PRETRIAL RELEASE PROCEDURES  
SECOND JUDICIAL CIRCUIT, FLORIDA**

**WHEREAS**, F.R.Cr.P. 3.131 provides that unless charged with a capital offense or an offense punishable by life imprisonment and the proof of guilt is evident or the presumption is great, every person charged with a crime or a violation of a municipal or county ordinance shall be entitled to pretrial release on reasonable conditions. If no conditions of release can reasonably protect the community from risk of physical harm to persons, assure the presence of the accused at trial, or assure the integrity of the judicial process, the accused may be detained; and

**WHEREAS**, section 903.046, Florida Statutes, provides that the purpose of a bail determination in criminal proceedings is to ensure the appearance of the criminal defendant at subsequent proceedings and to protect the community against unreasonable danger from the criminal defendant; and

**WHEREAS**, section 903.046, Florida Statutes, also provides that in determining whether to release a defendant on bail or other conditions, and what that bail or those conditions may be, the court shall consider the nature and circumstances of the offense charged; the weight of the evidence against the defendant; the defendant's family ties, length of residence in the community, employment history, financial resources and mental conditions; the defendant's past and present conduct related to criminal history; probability of danger to the community; the source of funds to post bail; and the defendant's legal status; and

**WHEREAS**, section 903.046, Florida Statutes, also provides conditions of pretrial release; and

**WHEREAS**, there is a need for continued use of a uniform set of standards to ensure a consistent, objective basis for pretrial release and conditions of release; it is therefore,

**ORDERED THAT:**

- I. GENERAL PROCEDURES
  - A. GENERAL AUTHORITY

Pursuant to this order, there is hereby established a Bond Schedule and Pretrial Release Procedures for the Second Judicial Circuit. The Bond Schedule and Pretrial Release Procedures may be amended under authority of this order.



**B. DUTY TO EVALUATE****1. BOOKING OFFICER**

For purposes of this administrative order, the term "booking officer" shall mean the employee of the receiving facility who receives the defendant from the arresting officer. It will be the booking officer's responsibility to gather the following information and provide it to the Pretrial Release Officer:

- a. The defendant's identity;
- b. The defendant's prior record, including national, state, and local charges;
- c. The existence of any pending prosecutions or warrants, and whether the defendant is currently on probation;
- d. Whether the arrest is as a fugitive from another state, a warrant from another county, a warrant of the parole commission, a bondsman recommit, or other civil matter such as child support or cash purge cases (as to defendants in this category, no further review needs to be conducted);
- e. The defendant's most recent release date from the Department of Corrections, if applicable; and
- f. If a defendant is arrested for violating probation or community control, determine whether a "danger to the public" hearing pursuant to section 948.06(4), Florida Statutes, (Jessica Lunsford Act) is required.

**2. LEON COUNTY SUPERVISED PRETRIAL RELEASE PROGRAM**

An officer of the Leon County Supervised Pretrial Release Program (SPRP) shall be on duty at the Leon County Detention Center every day, twenty-four hours a day. The Pretrial Release Officer shall be responsible for collecting initial information from each defendant for use in determining eligibility for pretrial release, unless the defendant has posted bond under the uniform bond schedule, or unless a bond and the conditions relating thereto, if any, have previously been established by a judge of competent jurisdiction, and those provisions have not been countermanded by this administrative order. The information shall include:

- a. Whether the defendant has a verifiable, permanent local address;
- b. The extent of the defendant's ties, if any, to the community;
- c. The existence of any pending domestic violence injunctions or history of injunctions; and



- d. An application/affidavit of indigency for public defender and acknowledgment of statutory public defender application fee. This information shall be recorded on a pretrial release intake interview form, attached to other pertinent arrest documents, including the probable cause affidavit and the victim statement, if applicable, and provided to the Court at first appearance.

C. CLASSIFICATION

All detainees shall be classified by the booking officer as either eligible for immediate release on monetary bond/release on recognizance or requiring further review. The SPRP officer shall further classify the remaining individuals as first appearance required or eligible for the SPRP and/or monetary release.

In a Leon County case, if a judge sets a bond on a warrant and also indicates that the defendant can be treated as if arrested on view, the booking officer/SPRP shall process the defendant as if arrested on view if the defendant is arrested or detained in Leon County. Defendants arrested outside of Leon County shall only be released pursuant to the bond amount set on the warrant.

D. OTHER COUNTIES

In those counties not having a supervised pretrial release program involved in cases prior to first appearance, the booking officer shall be responsible for all of the above duties.

E. FIRST APPEARANCE REQUIRED (FAR)

1. OFFENSES REQUIRING FIRST APPEARANCE

The following offenses shall require a first appearance unless otherwise specified by the judge issuing the warrant. For purposes of this section, any attempt or conspiracy charge shall be treated the same as the substantive offense.

OFFENSES PUNISHABLE BY LIFE IMPRISONMENT:

All Felony charges classified as Capital Felonies;  
All Felony charges classified as Life Felonies;  
All Felony charges classified as First Degree Felonies Punishable By Life;

SEX OFFENSES:

Sexual Battery (Section 794.011);  
Lewd or Lascivious Offenses (Section 800.04);

CRIMES OF VIOLENCE:

Aggravated Battery (Section 784.045);  
Aggravated Assault with Deadly Weapon (Section 784.021);  
Any Murder or Attempted Murder including Manslaughter, Driving Under the Influence Manslaughter, and Vehicular Homicide;  
Aggravated Stalking (Section 784.048[3]);





Stalking (Section 784.048[2]);  
Domestic Battery (Section 784.03);  
Kidnaping (Section 787.01);  
False Imprisonment (Section 787.02);  
Neglect/Abuse of Elderly (Section 825.102);  
Violation of Injunction charges (Sections 741.31 and 784.047);  
Violation of Pre-trial Release charges (Section 741.29);

ROBBERY:

Home Invasion Robbery (Section 812.135);  
Carjacking (Section 812.133);

CRIMES AGAINST CHILDREN:

Sexual Performance By A Child (Section 827.071);  
Selling or Buying of Minors (Section 847.0145);  
Child Abuse (Section 827.03);

BURGLARY:

Burglary of a Dwelling (Sections 810.02[3][a] and [b]);  
Burglary of Occupied Structure (Section 810.02[3][c]);

WEAPONS OFFENSES:

Unlawful Throwing, Placing or Discharging of a Destructive Device or Bomb (Section 790.19);  
Possession of a Fire Bomb (Section 806.111);  
Possession of Firearm by Convicted Felon (Section 790.23);

WITNESS CRIMES:

Tampering with a Witness (felony) (Section 914.22[1]);  
Retaliating against a Witness (Section 914.23);

ESCAPE:

Escape (Section 944.40);  
Escape from Juvenile Facility (Section 985.3141);

MISCELLANEOUS CRIMES:

Aircraft Piracy (Section 860.16);  
Trafficking in any controlled substance (Section 893.135);  
Arson (Section 806.01);  
Failure to Register as a Sex Offender or Sexual Predator (Section 943.0435);  
Giving False Name to Officer (Section 837.05) - when defendant's true identity is unknown or seriously questioned;  
All Driving Under the Influence charges (Section 316.193) not a first offense; and  
All Driving Under the Influence charges (Section 316.193[3]) when personal injury involved.

2. OTHER CIRCUMSTANCES REQUIRING FIRST APPEARANCE EVEN WITH WARRANT

Even if a warrant has been issued by a judge setting a specific bond amount, the defendant shall be held for first appearance if arrested





under the following circumstances unless the judge issuing the warrant specifically indicated being aware of these circumstances:

- a. Any defendant arrested for any felony or a misdemeanor involving actual or threatened violence when the defendant is on felony supervision (probation or community control) or is on bond or pretrial release for a pending felony or violent misdemeanor case;
- b. The booking officer has determined pursuant to Section I. B. 1. (f) above that the defendant is charged with violating misdemeanor or felony probation or community control and meets the Jessica Lunsford Act criteria under section 948.06(4), Florida Statutes. First Appearance is required even if the defendant was arrested on a violation of supervision (probation or community control) warrant that would otherwise have allowed release, unless the judge issuing the warrant specifically found that the defendant was not a danger to the public;
- c. The defendant is suffering from a mental or emotional illness and it appears that release would endanger the safety of the defendant or others;
- d. The pretrial release officer has made a written request that the defendant be held for first appearance stating a bona fide reason for denying bond under the bond schedule. The reason must be limited to the defendant's likelihood of appearance or the safety of the community.

3. OTHER CIRCUMSTANCES REQUIRING FIRST APPEARANCE UNLESS A WARRANT INDICATES OTHERWISE

Defendants in the following circumstances should be held for first appearance unless there is a warrant issued by a judge of competent jurisdiction setting the terms of release:

- a. Any felony offense in which the defendant is alleged to have actually possessed or discharged a firearm;
- b. All felony cases in which the defendant has been released from prison within 3 years of the current offense;
- c. All violation of probation on view arrests;
- d. The arresting officer has made a written request that the defendant be held for first appearance stating a bona fide law enforcement reason supporting the need for a first appearance.

F. LAW ENFORCEMENT EXCEPTION TO FIRST APPEARANCE REQUIRED



An arresting officer making an on view arrest who determines that the facts and circumstances do not warrant holding a defendant for first appearance may make a written request that the defendant be released. Based on this request, the pretrial release or booking officer may authorize the defendant to be released on SPRP or monetary bond provided the defendant has no other pending charges and no convictions for any misdemeanor involving violence or any felony.

G. MANDATORY CONDITIONS

Certain special conditions are mandatory depending on the charge against the defendant. These conditions apply regardless of the nature of the defendant's release, including persons released on monetary bonds or on their own recognizance. These special conditions shall apply in the following circumstances:

1. *Alcohol Offenses.* Alcohol abstinence shall be required in all offenses in which the use of alcohol is an element, including, but not limited to, all charges for driving under the influence, disorderly intoxication and underage drinking.
2. *Criminal Activity.* The defendant shall also refrain from any future criminal activity.
3. *Victim Contact.* As required by section 903.047, Florida Statutes, the defendant shall refrain from having any contact with the victim, directly or indirectly. This shall include the defendant having no contact with the property or premises where the alleged crime took place.
4. *Drug Offenses.* Random urinalysis shall be required for any Defendant charged with a felony violation of Chapter 893, Florida Statutes, who has a prior conviction for a drug offense under chapter 893 (either felony or misdemeanor). In counties having a supervised pretrial release program, these persons will be subject to supervision of the SPRP even though a monetary bond may also be required. The Defendant shall bear all costs of testing and supervision, absent court order to the contrary.

Unless the alleged victim is present at the first appearance and is given an opportunity to be heard, the no-contact condition set forth in 3 above, shall not be deleted or modified except by the judge having trial jurisdiction of the offense. The booking officer will ensure that each defendant sign an acknowledgment of these provisions, witness the document and submit the original document to the court file. The form of acknowledgment is attached to this order.

H. ADDITIONAL PROVISIONS BY TRIAL JUDGE

In any case where a defendant has been released pursuant to this administrative order before first appearance, pursuant to notice and hearing the assigned trial judge may impose additional conditions of release to protect the community from risk of physical harm, to assure the presence of the accused at trial, or to assure the integrity of the judicial process.



## II. LEON COUNTY SUPERVISED PRETRIAL RELEASE PROGRAM PROCEDURES

### A. GENERAL PROVISIONS

The SPRP was established to provide an alternative to monetary bail for those Defendants who are likely to appear in court and unlikely to present a danger to the community. Release under the supervision of the SPRP shall be subject to the procedures set forth in subparagraphs B., C. and D.

### B. VERA POINT SCALE

All persons arrested and admitted to the Leon County Detention Center, charged with a second degree nonviolent felony or lower offense, shall be evaluated under the VERA Point Scale and, if found to have a score of four (4) points or more, shall be released on his or her own recognizance with conditions deemed appropriate by the pretrial release director or designee, provided that the other criteria outlined in Section C (Eligibility for Pretrial Release) of the Attached Leon County Pretrial Release Procedures are met. A "violent crime" means any crime which injures or threatens to injure another person.

### C. ELIGIBILITY FOR PRETRIAL RELEASE

The pretrial release officer shall evaluate each Defendant charged with a second degree nonviolent offense or lesser offense using the VERA point scale to determine eligibility for pretrial release. A Defendant who has made a written request for pretrial release and who has a verified address in the Second Judicial Circuit and a verified point score of four (4) or greater on the VERA point scale shall be eligible for release unless one of the following conditions exist:

1. The Defendant has a history of an escape or an unexcused failure to appear.
2. The Defendant was taken into custody on a warrant that indicates a specific monetary amount, that the Defendant should be held without bond or that the Defendant should be held for first appearance.
3. Pursuant to section I. E. above a first appearance is required.

### D. CONDITIONS OF SUPERVISED PRETRIAL RELEASE PROGRAM

#### 1. General Conditions

Pretrial release officers have the authority to require a Defendant to meet any of the following conditions of release under the SPRP:

- a. Regular contact with the pretrial release officer.
- b. No contact with the victim.





- c. No return to the property in question.
- d. No weapons or firearms.
- e. Abstinence from alcohol.
- f. Curfew.
- g. Surrender of passport.
- h. Limitations on residence and travel.
- i. Screening for mental illness, drug abuse, or alcohol abuse.
- j. Random testing, including urinalysis, for drugs or alcohol.
- k. Maintain full-time employment or school.
- l. Employment search.
- m. Any other condition necessary to ensure community safety.

2. Violations

If any Defendant released under the supervision of the pretrial release program violates any of the conditions of release, the officer shall prepare an affidavit and a proposed order to show cause why the Defendant's pretrial release should not be revoked. The affidavit and proposed order to show cause shall be presented to the assigned trial judge. Emergency situations during non-business hours, as determined by the pretrial release officer, shall be presented to any available judge. Any individual arrested under the emergency procedures must be brought before a judge within 24 hours. Otherwise, violations of pretrial release conditions should be promptly presented to the judge having trial jurisdiction over the case. "Emergency situations" shall be defined as circumstances necessary to protect the community from risk of personal injury, to assure the presence of the accused at trial, or to assure the integrity of the judicial process. These procedures shall not be interpreted to extend or limit a law enforcement officer's authority to make a warrantless arrest for violating a condition of release.

III. OTHER COUNTIES - SUPERVISED PRETRIAL RELEASE PROGRAMS

Counties other than Leon County are authorized to develop separate procedures for a supervised pretrial release program as approved by the Chief Circuit Judge in consultation with the judges handling criminal matters in the respective counties.

IV. BOND SCHEDULE

These bond amounts shall apply circuit wide. Absent other specific provision to the contrary set out in this administrative order, a defendant shall be entitled to release upon posting the following specified bond amounts. In Leon County, these bond amounts will apply regardless of the defendant's eligibility for the SPRP:



Bond should be set at \$25,000 on the following charges:  
All first degree felonies

Bond should be set at \$10,000 on the following charges:  
All other second degree felony property crimes  
Fleeing and Eluding Law Enforcement Officer (Section 316.1935)  
All second degree felony drug charges

Bond should be set at \$5,000 on the following charges:  
Grand Theft Firearm (Section 812.014[2][c]5)  
Grand Theft Motor Vehicle (Section 812.014[2][c]6)  
Insurance Fraud (Section 817.234[11][a])  
Driving While License Suspended or Revoked with Injury (Section 322.34[6][b])  
All other third degree felony burglary charges  
Criminal Use of Personal Identification (Section 817.568)

Bond should be set at \$2,500 on the following charges:  
Grand Theft (not otherwise specified herein) (Section 812.014)  
Credit Card Fraud (Section 817.481)  
Forgery (Section 831.01)  
Uttering (Section 831.02)  
All third degree felony drug charges  
Providing False Information To Officer With Adverse Affect (Section 901.36[2])  
Unemployment Compensation Fraud (Section 443.071[1])

Bond should be set at \$1,000 on the following charges:  
Felony Dumping  
Defrauding a Pawnbroker  
Public Assistance Fraud \$200 or more (Section 414.39[5][b])  
Felony Petit Theft (Section 812.014[3][c])  
Felony Driving While License Suspended or Revoked (Section 322.34[2][c])  
All other third degree felony crimes  
Cruelty to Animals (Section 828.12)

Bond should be set at \$500 on the following charges:  
All other first degree misdemeanors  
All first offender misdemeanor Driving Under the Influence charges

Bond should be set at \$250 on the following charges, if the defendant does not have a verifiable local address, and release on recognizance (ROR), if the defendant does have a verifiable local address:  
All other second degree misdemeanors  
All county and city ordinance violations

V. TERMINATION OF OTHER ORDERS/EFFECTIVE DATE

Administrative Orders 2003-8 and 2003-10 and the subsequent amendments to those orders are hereby terminated. This order becomes effective immediately.

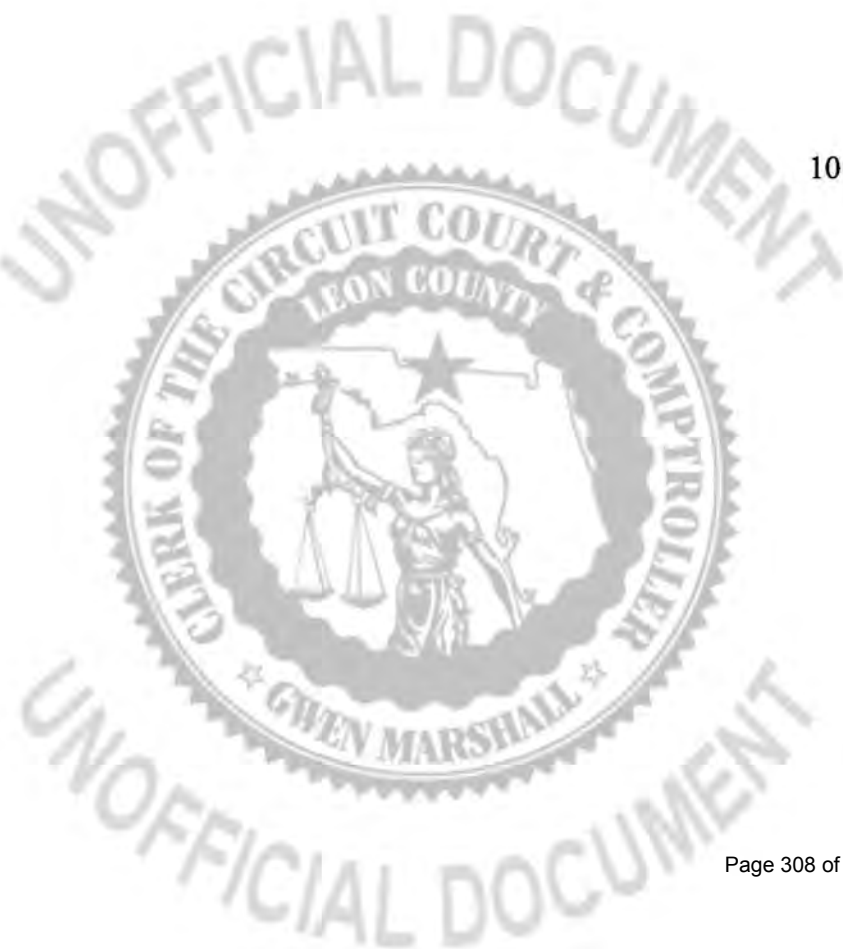




**DONE AND ORDERED** at Tallahassee, Leon County, Florida, this 13<sup>th</sup> day of February, 2006.

*Charles A. Francis*

**CHARLES A. FRANCIS**  
Chief Circuit Judge



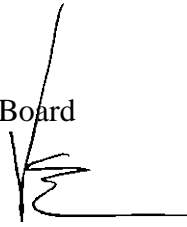
**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Agenda Item #10

March 27, 2018

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator   
**Title:** Status Report on America's First Christmas Project

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<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, Division of Tourism Chris L. Holley II, Assistant to the Director

### **Statement of Issue:**

This agenda item provides a status report on the America's First Christmas Project as requested by the Board.

### **Fiscal Impact:**

This item has no current fiscal impact.

### **Staff Recommendation:**

Option # 1: Accept status report on America's First Christmas project.

## **Report and Discussion**

### **Background:**

This agenda item provides a status report on the America's First Christmas project as requested by the Board due to the potential tourism and economic benefits that could be realized through the attraction of visitors to the site of "America's First Christmas." Since 2012, the County has supported efforts to recognize, promote and revitalize the Hernando De Soto Winter Encampment of 1539 site as the location of America's First Christmas. Over the years there have been several site enhancements discussed and marketing programs implemented, especially leading up to and during the Viva Florida 500 celebrations in 2013, but no improvements or enhancements have been made to the site to date.

The state-owned Hernando De Soto Winter Encampment of 1539, also referenced as the site of "America's First Christmas," is located on DeSoto Park Drive off Lafayette Street between Cascades Park and Magnolia Avenue. The Hernando De Soto expedition (1539-43) was the first major European exploratory penetration deep into the interior of the present-day southeastern United States. Several factors support the celebration of Christmas at the site: physical make-up of the De Soto traveling party, importance of religious practices of the time, timing and most of all, archaeological evidence. A site history is included to fully convey the historical significance of the site (Attachment #1).

Local citizen Mr. Bert Pope has been a passionate advocate for enhancing and promoting "America's First Christmas" for more than 15 years. In the 1990s, the Pope family commissioned a painting of the Christmas mass and Mr. Pope has been working consistently to generate support at the local, state and national levels for the U.S. postal service to create a commemorative "America's First Christmas" postage stamp. He established a not-for-profit - Friends of America's First Christmas - to help generate awareness and activity at the site. In 2012, at the urging of Mr. Pope, Florida Senator Bill Montford introduced a resolution in the Senate that recognized the Hernando De Soto Winter Encampment of 1539 in Tallahassee as the site of "America's First Christmas." The idea of hosting a National BBQ Cook-Off at the site has been discussed for many years as it has been widely purported that the De Soto site was one of the first places BBQ was enjoyed in America with the announcement that a pig jaw bone was among the archaeological evidence found at the site, however a 2015 analysis of the pig remains found that the pig could not have been associated with the De Soto expedition.

In leading up to the Viva Florida 500 celebrations planned for 2013, the Board received a status report on October 9, 2012 regarding America's First Christmas (Attachment #2). At that time, the Leon County Division of Tourism had been working with the Florida Department of State Division of Historical Resources because the Department of State had determined that improvements to the Hernando DeSoto Winter Encampment site was a priority and that they would seek National Endowment for the Humanities and state legislative funding to enhance the destination and experience. The Board supported these efforts and included funding for America's First Christmas among its legislative priorities over the next few years.

In 2013, the Division of Tourism produced numerous promotional programs highlighting the Hernando De Soto Winter Encampment of 1539 as the site of "America's First Christmas"

during the Viva Florida 500 celebrations. And a "First Christmas in La Florida" event was held on January 4-5, 2013 at Mission San Luis also as part of Viva Florida 500 with a re-creation of the mass and demonstrations of military muster and camp life. While this event has not been held again, the Florida Catholic Conference continues to be actively involved with Mission San Luis and the area's Spanish historic sites.

In 2014, the local community took the long view approach for the DeSoto Winter Encampment site, as it was included as a Tier 1 project in the Leon County Sales Tax Extension approved by the voters in November 2014 to enhance the access to the DeSoto Winter Encampment site. The City of Tallahassee completed this sales tax extension project by approving an initiative on January 14, 2015 (City Resolution #15-R-02) to work with a restaurant developer to relocate and rename an existing road for the DeSoto Park Drive extension (next to Chuy's Restaurant). The newly aligned roadway provides new public access to the America's First Christmas location directly from Apalachee Parkway. The new road was completed in October of 2016.

For the 2015 legislative session, the County sought to support efforts to secure state funding for the De Soto Winter Encampment as a tourist-friendly facility to commemorate America's First Christmas but the Florida Department of State shifted its local funding priority to seek funding to restore The Grove. The Florida Department of State sought to establish The Grove, a 19<sup>th</sup> century antebellum mansion, as a state-operated museum. The restoration of The Grove was completed last year and reopened to the public in March 2017.

**Analysis:**

There has been ongoing community interest to enhance and promote the state-owned Hernando De Soto Winter Encampment of 1539 as the site "America's First Christmas." Despite actions over the years to bring increased visibility to the site, there remain a number of significant constraints with the Hernando De Soto Winter Encampment of 1539. The site is located on DeSoto Park Drive in an office complex off Lafayette Street between Cascades Park and Magnolia Avenue. If not for the street name and historic marker, the site would be unrecognizable. The historic Governor John W. Martin House, also on the property of the De Soto Winter Encampment site, currently houses the Florida Bureau of Archaeological Research of the Florida Department of State (Attachment #3). There is direct access from Apalachee Parkway to DeSoto Park Drive, however parking, bus and ADA access is limited. As a visitor destination, the site is under-utilized, lacks notable features and attractions, lacks a visitor experience, and lacks funding for enhancement. If not for one First Christmas kiosk erected on the site, the "America's First Christmas" aspect of the site would be unidentifiable (Attachment #4).

There is very little public awareness or recognition of the site as it is not considered a museum or tourist site by the State, nor does the Florida Department of State include the historic site in its marketing initiatives. The site currently functions as the Bureau of Archaeological Research, a unit of business of the Florida Department of State and the site is not currently promoted by the Department of State as a museum or visitor experience. As an office work environment, there are displays set up in the Governor Martin House highlighting historical artifacts of the area if visitors come to the site but there is no reference to the America's First Christmas beyond the kiosk outside.



In order to promote the "America's First Christmas" aspect of the historic Hernando De Soto Winter Encampment site, appropriate product development in both infrastructure enhancements and promotion is needed to provide a positive visitor experience. In addition to traffic and noise impacts to the surrounding neighborhoods, any site enhancements or large events would require finding the delicate balance between enhancing the physical and/or promotional aspects of the historic site and the site being an active business unit of the Florida Department of State from 8-5 Monday-Friday. The Florida Department of State has expressed a willingness to explore collaborative concepts for developing and installing an "America's First Christmas" interpretation at the site but is no longer pursuing funding for this initiative.

Owning and managing 42 historic structures in the State of Florida, state appropriations to the Florida Department of State for historic properties are predominantly for maintenance and repair of the structures with minimal funding available, if any, for site enhancements. At this time, the Florida Department of State has no plans to enhance the site for visitors but both the historic Governor Martin House and the grounds are available to host events. Despite this availability, the existing site constraints would limit the type of events that could be held there, hence the state's decision to host the "First Christmas in La Florida" event during the Viva Florida celebration at Mission San Luis.

The recognition of the historic Hernando De Soto Winter Encampment site as "America's First Christmas" has the potential for economic benefits to the community but it is not currently a venue to promote or drive visitation to at this time. Further development of the physical site is needed for this state-owned property. The 2018 gubernatorial election presents an opportunity for a new state administration to be installed in early 2019 which may open up new opportunities for the site. Staff will continue dialogue with the Department of State to explore potential site enhancements that focus on America's First Christmas including increased interpretative elements.

**Options:**

1. Accept status report on America's First Christmas project.
2. Do not accept status report on America's First Christmas project.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Hernando de Soto Winter Encampment Site—History
2. October 9, 2012 Status Report on America's First Christmas
3. Bureau of Archaeological Research / Governor John W. Martin House
4. De Soto's Christmas in Tallahassee kiosk

## **Hernando de Soto Winter Encampment Site—History**

The Hernando De Soto expedition (1539-43) was the first major European exploratory penetration deep into the interior of the present day southeastern United States. Several factors support the celebration of Christmas at the site: physical make-up of the De Soto traveling party, importance of religious practices of the time, timing and most of all, archaeological evidence.

De Soto's expedition of nine (9) ships landed near the mouth of Tampa Bay on May 25, 1539. In a quest for gold and glory, the expedition traveled to present day Ocala and arrived at the Apalachee settlement in present day Tallahassee on October 6, where they established their winter encampment. They remained in Tallahassee until March 3, 1540 when they moved into present day Georgia.

Archaeological evidence found at the Tallahassee site confirms the Spanish presence there, matching records kept by the expedition and personal accounts written by priests and soldiers. The evidence includes pieces of chain mail (armor worn by soldiers), cross bow darts, fragments of olive jars, coins and pig bones. Pigs were introduced to North America by the Spanish.

The Julian calendar of the time set Christmas celebration on or around January 6 and it is highly likely (almost unthinkable that it didn't occur) that the priests traveling as part of the De Soto expedition conducted a Christmas mass at the Tallahassee encampment. Daily religious rituals were an important part of the army's routine. The presence of priests as part of the expeditionary force confirms the importance of on-going Catholic practices to members of the army and the secondary importance of furthering the religion to the native populations which it encountered.

The De Soto site in Tallahassee pre-dates other Spanish attempts at colonization in Florida. Don Tristan de Luna landed in present day Pensacola on August 8, 1559 and the settlement was destroyed by a hurricane a month later. St. Augustine, although the site of Ponce de Leon's landing in 1513, it was eventually settled in 1565 when Pedro Menendez de Aviles landed on September 7 and constructed a temporary fort.

The Tallahassee region played a very important role in the Spanish exploration, arrival and settlement of the new world in the 1500s. In addition to the De Soto Winter Encampment, other important Spanish historic sites in the region include Mission San Luis, San Marcos de Apalache Historic State Park (Wakulla County) and Fort Gadsden Historic Site (Franklin County). The De Soto Encampment site is also a designated trailhead along the Florida De Soto Trail, a program produced by National Park Service (Attachment #), and it is the only site on the trail where evidence confirms De Soto's presence. The De Soto Winter Encampment site is a state designed historic site but it is currently not listed on the National Register of Historic Places.

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #11

October 9, 2012

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

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

**Title:** Acceptance of the Status Report on America's First Christmas

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator  Ken Morris, Director of Economic Development & Business Partnerships
<b>Lead Staff/ Project Team:</b>	Lee Daniel, Director of Tourism Development

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the status report on America's First Christmas.

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## **Report and Discussion**

### **Background:**

The Leon County Division of Tourism Development has been working with the Friends of America's First Christmas to help promote the site near Cascades Park as a tourism destination. Following a presentation at the May 22, 2012 meeting, the Board directed staff to coordinate with state officials on proposals to enhance the awareness of the First Christmas and to bring back a status report to the Board.

Archeologists have uncovered artifacts that they believe confirm an encampment site of Hernando de Soto in the large abandoned Apalachee tribe village of Anhaica, in what is now the City of Tallahassee near Cascades Park. This village had more than 250 structures, which helped de Soto decide to spend the winter of 1539 there to rest his army, repair equipment, and wait for the arrival of supplies. Documents report that de Soto traveled with three priests and a full communion set to commemorate Catholic mass, and because of this, it is thought that the First Christmas in America was celebrated at the site.

Florida's documented history dates back more than 12,000 years to American Indians, who were the original pioneers. The Spanish first discovered Florida in 1513, when Ponce de Leon made landfall somewhere near present day St. Augustine, and this began a new era in human history that saw many nationalities come together as the foundation that eventually formed the United States. Ponce de Leon began this legacy, continued by Pedro Menendez when he founded St. Augustine (the oldest continuously occupied European settlement in North America) in 1565..

Eventually numerous Spanish missions were established, including Mission San Luis (The Mission) in Tallahassee, in which the Spanish and Native Americans were converted to Catholicism and lived peacefully for many years. The Mission is the largest of the landmarks that have been restored and where visitors could get a sense of this period.

### **Analysis:**

At this time, there is not much to see at the First Christmas site. Local resident Bert Pope is heading a community effort to create awareness and looking to partner with other stakeholders, including the State of Florida, to build a tourist-friendly facility that could become a historical attraction for Leon County. Recently, the Florida Senate adopted a resolution commemorating America's First Christmas, 1539, Tallahassee, Florida. Currently, the Citizens Stamp Advisory Committee of the United States Postal Service is reviewing a commemorative stamp for this event. Additionally, Mr. Pope has developed a website at [www.Americasfirstchristmas.com](http://www.Americasfirstchristmas.com).

In August 2012, the Division of Tourism Development assisted the Florida Secretary of State's office in submitting a grant application to the National Endowment for the Humanities requesting grant funds to:

- (1) develop a three-day De Soto Days event in December 2013 with re-enactors and demonstrations and First Christmas programs;
- (2) develop and produce De Soto Heritage Trail plaques around the First Christmas site and other key historic sites around Leon County including Mission San Luis and the Lake Jackson Mounds with QR codes linking to dedicated content and videos from re-enactors and historians telling the early Spanish story; and,
- (3) developing a microsite for De Soto Encampment/First Christmas. As of this writing, the grant is still being reviewed.

Staff is working with the City of Tallahassee and members of the Leon County Legislative Delegation in formulating a state legislative appropriations request for the 2013 legislative session, specific to America's First Christmas. Staff hopes to include the appropriations request in the Board's 2013 State Legislative Priorities workshop materials scheduled for October 23, 2012 should the details of the project request be finalized in time for the Board's consideration. Otherwise, staff will present the state appropriations request to the Board at a later date.

With the Ponce de Leon landing in 1513, 2013 marks the 500<sup>th</sup> anniversary of Spanish discovery and of naming the territory La Florida. The Secretary of State's office and numerous other partners, including the Espana-Florida Foundation, Florida Humanities Council, Visit Florida, City of St. Augustine, the Division of Tourism Development, and numerous others around the state are marking the event with Viva Florida 500. The year-long celebration will consist of a series of events around the state to commemorate and celebrate this historic occasion and will be a focal point of the County's 2013 Tourism Marketing Plan.

The first major, official Viva Florida 500 event in the state will be the First Christmas re-enactment at Mission San Luis on January 5, 2013. Re-enactors from across Florida will be here to mark the occasion and to create an event that has the capability to draw visitors to the County. Tourism Development is working closely with The Mission and will heavily market the event as the grand finale in the "Winter Nights, Holiday Lights" promotion.

**Options:**

1. Accept the status report on America's First Christmas.
2. Do not accept the status report on America's First Christmas.
3. Board direction.

**Recommendation:**

Option #1.

VSL/AR/KM/ld









**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #11**




# Leon County Board of County Commissioners

## Agenda Item #11

March 27, 2018

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

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

**Title:** Domi's FY 2017 Annual Report and Lease Extension

<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 Ben Pingree, Director of PLACE Al Latimer, Director, Tallahassee-Leon County Office of Economic Vitality
<b>Lead Staff/ Project Team:</b>	Lindsay Volpe, Manager, Tallahassee-Leon County Office of Economic Vitality

### **Statement of Issue:**

This agenda item seeks acceptance of Domi's FY 2017 Annual Report for its continued investment in the entrepreneurial ecosystem; authorization to continue Domi's lease at the Amtrak Complex through May 2022 with no increase in the base rent amount and the County's continued financial support of broadband internet services through FY 2019 in an amount not to exceed \$12,000.

### **Fiscal Impact:**

This item has a fiscal impact. As requested by Domi, staff is recommending the three-year continuation of Domi's lease at the current annual base rent amount of \$1.00 plus payment of operating expenses (currently \$4,086 annually) in return for continuing to provide the community a comprehensive technology-driven business incubator program and related services. Starting in FY 2016, the Board also approved a temporary reallocation of its annual \$25,000 QTI budget to offset the cost to install and provide broadband internet for a period of three years which ends this fiscal year. Staff is recommending a one-year extension of the County's contribution for broadband internet at Domi Station based on the reduced actual cost which will not exceed \$12,000 in FY 2019. Beyond FY 2019, the Office of Economic Vitality and the Blueprint Intergovernmental Agency will be positioned to evaluate utilizing the economic development portion of sales tax funds to support programming needs at Domi Station.

### **Staff Recommendation:**

See next page.

**Staff Recommendation:**

- Option #1: Accept Domi's FY 2017 Annual Report (Attachment #1).
- Option #2: Authorize the County Administrator to execute any and all documents necessary to continue the Business Incubator Facility Lease Agreement through May 2022 at a base rent amount of \$1 plus Domi's payment of operating expenses.
- Option #3: Authorize the County Administrator to execute an amendment to the Business Incubator Facility Lease Agreement with Domi, in a form to be approved by the County Attorney, to extend the County's contribution for broadband internet services to continue through September 30, 2019 in an amount not to exceed \$12,000 for FY 2019.



## **Report and Discussion**

### **Background:**

Per its agreement with the County, Domi has submitted its annual report which details the activities of the previous fiscal year (Attachment #1). In addition to acceptance of Domi's 2017 Annual Report, Domi has requested:

- The continuation of \$25,000 in County funding in FY 2019 to fund broadband internet services (estimated at \$12,000 annually) and the balance to fund other enhancements to the facility; and,
- To exercise the three-year continuation of the Domi lease at the current annual base rent amount of \$1.00 plus payment of operating expenses. The current lease expires in May 2019.

The Board has long maintained a strong focus on supporting entrepreneurship as a means of spurring job growth in Leon County. On October 29, 2013, Leon County entered into a public-private partnership with Domi Education Inc. (Domi) to operate an urban business incubator program in a County-owned warehouse that formerly housed election equipment. Leon County invested \$250,000 to update the facility and convert it to an urban incubator that serves entrepreneurs and business start-ups. Other major partners at that time included Florida State University (FSU) and Florida A&M University (FAMU). On May 22, 2014, the Domi incubator facility, also known as Domi Station, held its Grand Opening and has been in operation ever since.

At its June 22, 2015 Budget Workshop, the Board approved up to \$25,000 each year from FY 2016 through FY 2018 to support broadband internet for Domi Station (Attachment #3). The lease was amended to add a new section 12.9 to provide the support as the landlord's contribution to continue through September 30, 2018. The three-year funding has been provided through the temporary reallocation of the County's \$25,000 for its Qualified Targeted Industry Incentive Program to support business recruitment/expansion. The estimated current recurring cost to support broadband is \$12,000 annually. The improved broadband has greatly expanded the work capacity and resource availability for entrepreneurs at Domi Station. This status report is essential to the following Strategic Initiative approved by the Board as part of the FY2017-2021 Strategic Plan:

*Implement the Economic Development Strategic Plan as adopted and may be revised by the Intergovernmental Agency. (2016-6)*

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

*(EC2) Support programs, policies and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.*

### **Analysis:**

Leon County and Domi collaborate regularly to support the entrepreneurial community and cultivate an environment for job creation. Domi's mission is to create an environment where high-growth entrepreneurs can develop sustainable companies by providing education programs, mentoring, resources, and co-working space (Domi Station). In partnership with the Office of Economic Vitality (OEV) and other vital community partners, entrepreneurs also receive business services aimed at cultivating successful businesses.

Per its agreement with the County, Domi has submitted its annual report which details the activities of the previous fiscal year (Attachment #1). The annual report includes:

- Budget overview
- Impact metrics
- Program highlights
- Membership overview
- Recognition of community partners, sponsors, volunteers, and mentors
- Summary of community events
- Next steps

### **Organizational and Strategic Updates**

Since opening in May 2014, Domi has strengthened its incubator programming, added capacity through staffing/board increases, and grown committed funding relationships. Last year Domi engaged in strategic planning and developed a core driving mission backed by objectives, as shown below, which will continue to carry Domi into the future:

**Mission:** Educate and empower early-stage entrepreneurs

**Vision:** Build the most diverse start-up community in the Southeast

**Purpose:** Provide a home for the fearless to access resources and create wealth for their community

### **Strategic Objectives:**

- Domi will be a regional leader in start-up support and entrepreneurial activity.
- Domi will increase the amount of start-up support available to minority and disadvantaged populations.
- Domi will give a voice to regional start-up activity through promotion, marketing, and outreach.
- Domi will be an effective, efficient, and sustainable organization.

It is important to note the Tallahassee-Leon County Economic Development Strategic Plan, approved in October 2016 by the Blueprint Intergovernmental Agency Board of Directors, recommends programmatic support of the community's entrepreneurial activities. Domi's strategic objectives, noted above, align with the new economic framework, specifically Goal A.1.a:

*Give continuity to the way entrepreneurialism is defined in Tallahassee-Leon County and how entrepreneurs are trained and prepared to enter existing programs for greater success.*

Most recently, Domi's Executive Director Lucas Lindsey announced in February 2018 his departure and relocation plans to the Phoenix metro area. His successor, Antonio Montoya, starts on April 1. Mr. Montoya is relocating from Huntsville, AL where he helped shape the start-up ecosystem. His background demonstrates strength in technology and building entrepreneurial networks and ecosystems. OEV staff has already met with Antonio and will continue to partner with Domi to support entrepreneurialism growth in Tallahassee-Leon County.

### Impact

In an effort to measure and benchmark Domi's job creation successes in the community, additional reporting requirements took effect during FY 2017. These include tracking the number of jobs created by incubator members within the Tallahassee metropolitan statistical area and, where possible, data on the businesses' valuation and median salary information (more detail provided in Attachment #1).

In FY 2017:

- 47 early-stage teams engaged in an incubator program between Fall 2016 and Fall 2017,
- 53 full-time jobs were reported by Domi companies,
- 70 part-time jobs were reported by Domi companies, and
- 150 community events were hosted or organized at Domi Station.

Cumulatively, between FY 2015 and 2017, Domi companies reported:

- The creation of 78 full-time jobs,
- \$9.8 million in revenue, and
- \$5.4 million in investment.

FY 2017 marks Domi's third year of full operation. Over the last three years, across various coworking memberships and incubator programs, Domi has engaged at least 467 individual members (excluding the employees of members), hosted or organized more than 450 events, and worked with companies that have gone on to raise \$5.4 million in investment. A full list of companies associated with Domi in FY 2017 can be found in the attached annual report.

In its three years, Domi has successfully supported companies through critical stages of the entrepreneurial process. Notable company success stories include:

- HWind Scientific was acquired by RMS, a multinational corporation, in 2014 and has since established a permanent location along the Gaines Street corridor.
- In 2016 and 2017, Fly Mouthwash received a \$100,000 angel investment that facilitated making its products available for the first time on Amazon and in local gas stations and marketplaces.
- Just recently, QuarryBio was awarded a \$1.1 million Small Business Innovation Research Phase II award which will enhance product development and market strategy.
- Vale Food Company was one of the first companies to be admitted to Domi's initial incubator program, and as a result of on demand assistance with business development,

fundraising, and legal/accounting services, has grown to establish three brick and mortar locations in Tallahassee, Gainesville, and downtown Tampa.

- Cuttlesoft, also one of the initial companies admitted to Domi's original incubator program, has grown into a robust software development company, with employees in both Tallahassee and Denver and clients across the country.

It is important to note that every dollar of Leon County's investment of \$325,000, including \$250,000 to improve a County-owned warehouse facility and \$75,000 (including FY 18 funds for broadband internet) to pay for the extension, installation, and ongoing service of high-speed fiber, has been leveraged and matched by more than \$4 of additional investment from universities, private organizations, individual citizens, program fees, grants, and coworking revenue.

#### Program Highlights

Domi's flagship program, **Get Started**, continues to accept between 10 and 12 early-stage start-up teams each year through two separate application cycles (Fall and Spring). The six-month long program grew out of Domi's initial incubator program and coaches early-stage start-ups through customer research, comprehensive business planning and implementation, and one-on-one mentorship. The program has recently been strengthened by adding Chattanooga-based COSTARTERS curriculum, which has helped six start-ups bring their initial products/services to market.

**I/O Avenue**, a joint venture between Domi, Florida A&M University (FAMU), and the City of Tallahassee Office of the Mayor, is a coding academy offering courses in web and software development, graduated its first 20 students in December 2017. As a direct result of their training, two graduates have been working closely with a local company to commercialize their healthcare technology capstone project that was formed during the academy.

The **Technology Commercialization Accelerator Program** (TCAP) is another partnership between Domi, FAMU, and the Florida Institute for the Commercialization of Public Research. TCAP helps early-stage researchers through a boot camp that guides researchers, their assistants, and entrepreneurs through a customer discovery process and training regimen similar to the National Science Foundation's nationally acclaimed I-Corps program. Graduates of the program receive \$3,000 micro-grants from FAMU and several have gone on to secure additional local and/or out-of-market funding, and at least three have successfully executed licenses for university technology.

**PowerUP** with First Commerce Credit Union is offered exclusively to local companies who demonstrate a minimum of \$250,000 in annual revenue and exhibit a commitment to growth. Five well-known local businesses are participating in this program to enter a phase of adaptation, change, and additional growth including Domi incubator member Chop Barbershop which received intensive consulting and ongoing one-on-one strategic planning sessions. As a result of participating in this program, Chop Barbershop made a number of adjustments to their business plan and processes, notably including the launch of an app to facilitate mobile booking and payments.

### Partnerships and Support

Much of Domi's success can be attributed to its partnerships and sponsors throughout the community. In addition to the physical space that houses Domi Station, Leon County Government has continued to provide funding for high-speed internet at the Incubator. Domi continues to work closely with all of Leon County's institutions of higher education, including Florida State University, FAMU, and Tallahassee Community College, as well as a variety of private or quasi-private organizations like the Greater Tallahassee Chamber of Commerce, Florida League of Cities, Thurgood Marshall College Fund, First Commerce Credit Union, Frenchtown Heritage Hub, Florida Blue, and the Florida Institute for the Commercialization of Public Research. These partnerships not only validate the important work being done by and in partnership with Domi, but also demonstrate the importance of Leon County's initial investment in the incubator facility to build the entrepreneurial ecosystem.

A new partnership was formed between Domi and FSU's College of Law last year. Through a new collaborative legal externship program, Law students interested in pursuing legal careers in the business/start-up fields may participate in a supervised program for a semester to assist entrepreneurs while receiving externship credit. The program's success has not only led to an extension for another year, but also has led to discussion about expanding the program to include Domi as a recognized area for approved pro bono work. If established, the end result will be the ability to pair a significant number of College of Law externs with emerging local businesses. This helps fortify the talent pipeline by providing a free and invaluable resource for entrepreneurs/business owners while engaging/immersing emerging attorneys in local legal opportunities.

Volunteer mentors also provide direct support to Domi's programs and its members with advisory assistance and services to start-ups across multiple industries and disciplines. Mentors represent a variety of fields from public, private, and educational entities and offer start-ups valuable support to help them succeed. A full list of mentors can be found in the attached annual report. Additionally, the vast network of these mentors helps support public training workshops at Domi Station.

As part of the agreement outlining the public-private partnership, Domi is required to partner with local economic development support organizations and institutions of higher learning to collaborate on programming and encourage successful start-up businesses to grow their business in Leon County. In addition, Domi is required to host a number of events, such as two open house events, two private social activities on-site, quarterly training opportunities for local entrepreneurs not affiliated with the Incubator, and two signature events each year (one in November as part of E-Month) that are designed to attract, develop, and showcase the local technology workforce and community. From November 2016 to November 2017, Domi Station organized or hosted 150 events, including weekly, monthly, and annual events. Regular, recurring events include series like Startup Grind, 1 Million Cups, Podcast Parties, First Friday Happy Hour, Community Lunch, Women Wednesdays, and Domi Meetups in Cyber Security, Hospitality, & More.



Domi also hosted events in collaboration with other organizations, such as Startup Week (FSU), FAMU App Challenge (FAMU), PowerForward Workshop (First Commerce Credit Union), MuniMod Experience (Florida League of Cities), and the I&E Hackathon (Thurgood Marshall College Fund). Domi anticipates the majority of these flagship events continuing into 2018 and beyond.

During that same time, Domi Station organized or hosted events in partnership with the Tallahassee-Leon County Office of Economic Vitality, including:

- November 2017 Tallahassee Startup Week
- 1 Million Cups featuring Business Automation Pros
- Startup Grind featuring Cuttlesoft

In addition, Domi launched a new event series called Tally SOUP, which invites the community to award a micro-grant to start-ups and socially good ideas. In 2018, another Tally SOUP event will be hosted to continue supporting micro-grants in Tallahassee-Leon County.

#### Lease and Landlord Contribution

In addition to acceptance of the annual report, Domi is requesting the following:

- The exercise of its option to continue the lease with the County for three years at the current annual base rent amount of \$1.00 plus payment of operating expenses (currently \$4,086 annually).
- Domi is also requesting the continuation of the \$25,000 County's contribution toward broadband internet services and resource improvements to Domi Station.

Regarding the lease extension, Domi's current five-year lease runs through May 2019 and provides for a three-year continuation at Domi's option at an increased base rent to be negotiated with the County plus payment of operating expenses. Under the five-year lease agreement, Domi Station is operated privately by Domi Education Inc. as a tenant in a County-owned facility (Attachment #2). Domi pays an annual base rent amount of \$1 plus operating expenses (currently \$4,086) for the incubator facility in return for providing the community a comprehensive technology driven business incubator program and related services. The County's provision of the physical incubator facility, combined with Domi's development services, access to funding and the facilitation of community collaboration and culture, contributes to a holistic entrepreneurial ecosystem in Leon County.

Extension of the lease for three years provides Domi (and local entrepreneurs and early stage start-ups that utilize the space) certainty that the facility will continue to be available for use through at least May 2022. Given the entrepreneurial activities taking place at Domi Station continue to provide substantial value to the community's entrepreneurial ecosystem including significant opportunities for networking and collaboration across disciplines and organizations this item recommends the extension be approved under the current terms and conditions.

Regarding the \$25,000 funding request, from FY 2016 – FY 2018 the County provided \$25,000 for the costs associated with the extension, installation, and ongoing provision of high-speed fiber optic internet service. With the one-time installation expenses already paid for, the annual recurring cost of broadband internet service are estimated at \$12,000. Domi is seeking the County's continued support in the amount of \$25,000 for improvements to the conference room resources and audio/visual equipment, upgrading internet hardware and wi-fi access points, making cosmetic enhancements to the interior of the building, and possibly sound-proofing a meeting space used for training sessions. To date, the County has made a \$250,000 initial investment in improving the space and has funded \$75,000 through the end of the current fiscal year to support broadband. In addition, the County does not charge Domi a market rate rent for the space, but only the cost of maintenance (approximately \$4,000 annually). Domi also generates income by charging "rents" to the entrepreneurs and early stage start-ups using the space.

The upgrades sought by Domi amount to tenant improvements which are allowed under the lease agreement and should be funded by Domi. Therefore, staff recommends the County continue to support the cost associated with the broadband internet service in FY 2019, in an amount not to exceed \$12,000 and allow Domi to fund any additional enhancements to the space. Beyond FY 2019, OEV and the Blueprint Intergovernmental Agency will be positioned to evaluate utilizing the economic development portion of sales tax funds to support programming needs at Domi Station.

The County's financial support of \$25,000 each year from FY 2016 – FY 2018 was provided by reallocating the County's annual investment in the Qualified Targeted Industry Incentive Program (QTI) to support business recruitment/expansion. This reallocation was determined to be feasible at that time, during the June 22, 2015 Budget Workshop, because the County had built up a surplus over the years in its QTI account that exceeded the foreseeable obligations for small business incentives. Since the creation of OEV, the available QTI funds have been transferred to a joint County and City Business Recruitment and Investment Fund managed by OEV. Adequate funds are available in OEV's Business Recruitment and Investment Fund to meet the County's QTI obligations in FY 2019 therefore, no additional funding from the County is required.

### Conclusion

The entrepreneurial activities taking place at Domi Station continue to provide substantial value to the community's entrepreneurial ecosystem including significant opportunities for networking and collaboration across disciplines and organizations. As Tallahassee-Leon County's front door for business resources and economic development, OEV continues to serve as the conduit for monitoring and managing the contract that outlines the responsibilities of Domi Station. Leon County has continued to demonstrate its focus on supporting entrepreneurship as a means of spurring job growth in the community and Domi Station has been a key partner in these efforts since its opening in May 2014. The Board's acceptance of this annual report and acceptance of Domi's request to the three-year lease extension, will ensure that entrepreneurs and early stage start-ups further their success and continue to build the community's entrepreneurial ecosystem.

**Options:**

1. Accept Domi's FY 2017 Annual Report.
2. Authorize the County Administrator to execute any and all documents necessary to continue the Business Incubator Facility Lease Agreement through May 2022 at a base rent amount of \$1 plus Domi's payment of operating expenses.
3. Authorize the County Administrator to execute an amendment to the Business Incubator Facility Lease Agreement with Domi, in a form to be approved by the County Attorney, to extend the County's contribution for broadband internet services to continue through September 30, 2019 in an amount not to exceed \$12,000 for FY 2019.
4. Authorize the County Administrator to execute an amendment to the Business Incubator Facility Lease Agreement with Domi, in a form to be approved by the County Attorney, to extend the landlord's contribution for broadband internet services and tenant improvements to continue through September 30, 2019 in an amount not to exceed \$25,000. Do not authorize the County Administrator to execute an amendment to the Business Incubator Facility Lease Agreement with Domi to extend the landlord's contribution for broadband internet services.
5. Do not authorize the County Administrator to extend the Business Incubator Facility Lease Agreement with Domi at this time.
6. Board direction.

**Recommendation:**

Options #1, #2, and #3.

**Attachments:**

1. Domi's FY 2017 Annual Report
2. Business Incubator Facility Lease Agreement
3. June 22, 2015 Budget Discussion Item to Redirect \$25,000 from the QTI Budget Through FY 19 to Support Broadband Internet for Domi Station.



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## 2017 Annual Report

### Domi At-a-Glance

We are incredibly excited to tell the story of all that has happened at Domi Station over the last few years. It has been a dynamic, high-impact ride, and we could never have done it without the vision and support of Leon County. Since opening in May 2014, Domi has strengthened our incubator programming, added capacity through staffing/board increases, and grown our committed funding relationships. Last year we engaged in strategic planning and developed a core driving mission backed by objectives. We carry these into the future.

**Mission** - Educate and empower early-stage entrepreneurs

**Vision** - Build the most diverse startup community in the Southeast

**Purpose** - Provide a home for the fearless to access resources and create wealth for their community

### Strategic Objectives

1. We will be a regional leader in startup support and entrepreneurial activity.
2. We will increase the amount of startup support available to minority and disadvantaged populations.
3. We will give a voice to regional startup activity through promotion, marketing, and outreach.
4. We will be an effective, efficient, and sustainable organization.



## Overview

Domi gives the future a home. We are a hub for entrepreneurs with coworking space, community events, and incubator programs that help startups start and scale. Powered by a 501(c)3 and backed by partners both public and private, Domi is on a mission to educate and empower early-stage entrepreneurs. We believe in inclusivity, and our team's vision is to build the most diverse startup community in the Southeast, one that breaks down barriers of industry, age, race, and gender while growing the regional economy from the bottom up.

Over the last three years, across various coworking memberships and incubator programs, Domi has engaged at least 467 individual members (excluding the employees of members), hosted or organized 450+ events, and worked with companies that have gone on to raise \$5.4 million in investment.

## The Return on Leon County's Support

The team at Domi, our members, and our Board of Directors greatly appreciate the support of Leon County, both past, present, and future. Trusting Domi with the build out of the County's 8,000 SF urban warehouse, the extension and finance of fiber to the facility for 3 years--these kind of hard infrastructure investments represent an important contribution to the growth of our region's entrepreneurial economy and provide the foundation for the programming activities that have returned so much value to our community.

Since Domi formed as a 501(c)3 in 2013, Leon County has directly invested \$300,000, including \$250,000 towards improvements to the County-owned warehouse facility, and \$50,000 to pay for the extension, installation, and ongoing service of high-speed fiber. Since that time, everything we have done, every program implemented, every entrepreneur helped, has been supported by a cumulative budget (late 2013-2017) of \$1,306,000 (excluding \$50,000 for fiber install and service).

**Importantly, this means every dollar of the County's \$300,000 investment in Domi's mission has been leveraged and matched by \$4.35 of additional investment from universities, private organizations, individual citizens, program fees, grants, and coworking revenue.**

**Domi Operating Budget by Source, 2014-2017**

Source	2014	2015	2016	2017
Coworking	\$25,000	\$70,000	\$70,000	\$72,000
Private Orgs	\$75,000	\$85,000	\$115,000	\$110,000
Grants	\$25,000	\$50,000	\$25,000	-
FSU	\$100,000	\$100,000	\$75,000	\$27,500



FAMU	-	\$40,000	\$70,000	\$125,000
TCC	-	-	\$10,000	-
Leon County	-	-	\$25,000	\$25,000
<b>Total</b>	\$225,000	\$345,000	\$390,000	\$396,000

### Membership Levels Summary

Coworking (Includes Access to Space, Events, & Mentors)

Base Level (9-5 | M-F) - \$100/mo

Full-Time (24/7; 365) - \$150/mo

Private Small Office (24/7; 3-4 People) - \$550/mo

Private Large Office (24/7; 5-6 People) - \$750/mo

Incubator Programs (Includes Coworking Full-Time + Program Specifics)

Get Started - \$600 Program Fee; 6 Month Program

Tech Commercialization Accelerator Program (TCAP) - \$0 Program Fee; 9 Week Program

PowerUp for Existing Small Businesses - \$0 Program Fee; 1 Year Program

### Our Impact

From Fall 2016 through Fall 2017, Domi worked directly with 42 early-stage startup teams and 5 well-established small businesses. These teams participated in our core incubator programs, including Get Started, the Technology Commercialization Accelerator Program (TCAP), and PowerUp.

We provided opportunities for both community and university-affiliated entrepreneurs. University-affiliated entrepreneurs continue to account for approximately one-third of our total membership base at any given time. We collect annual impact metrics by surveying program participants and alumni. These numbers are then compiled and aggregated. Our 2016-2017 impact metrics as well as a three-year snapshot can be found below.

Importantly, we have learned from world-class examples like Boulder that it takes time, sometimes decades to build a robust startup community. Results compound over years, and companies hit growth spurts sometimes after sometimes long periods of testing, experimenting, and learning. **For example, DivvyUp, a company that entered our program as FSU students when Domi first opened, spent the past three years experimenting toward a sustainable, high-growth business model. As a result, they experienced more than 2,000% revenue growth largely over the last six months alone.** As Leon County continues to invest in the infrastructure of entrepreneurship and innovation, long-term returns will continue to compound.

### Domi Impact Metrics 2016-2017<sup>1</sup>

<sup>1</sup> Metrics are collected once per calendar year, traditionally based on a November to November reporting period. Excluding DivvyUp, these metrics were last collected through July 2017. Additionally, these metrics are based on an approximately 50% response rate.

- 47 Early-Stage Teams Engaged in an Incubator Program from Fall 2016 to Fall 2017
- 53 Full-Time Jobs Reported by Domi Companies
- 70 Part-Time Jobs Reported by Domi Companies
- 150 Community Events Hosted or Organized at Domi Station

Domi members and alumni are creating the economy of tomorrow. For example, member company HWind Scientific was acquired by RMS, the world leader in risk management solutions and reinsurance products. RMS has since opened a Tallahassee-based office, keeping HWind's highly-educated, high-wage jobs in the Capital Region. Other notable alumni include FLY Mouthwash, Nasdaq, Sensatek, Summer Pack-It, One Fresh Pillow, Cuttlesoft, DivvyUp, NewSci, Vale Food Co., and Grasslands Brewery.

**Another high-tech, emerging stand out from our membership is QuarryBio, a biotech startup that has been a Domi member since we first opened our doors almost four years ago. They were recently awarded a \$1.1m SBIR Phase II award, which will power up their product development and go-to-market strategy. This is yet more evidence than sometimes it takes years of work to achieve milestones in the market.**

Metric	2015	2016	2017
Full-Time Jobs	30	39	78
Revenue Reported	\$2,900,000	\$5,400,000	\$9,800,000
Investment Reported	\$1,100,000	\$2,400,000	\$5,400,000

## 2017 Highlights

In terms of program development, 2017 was Domi's busiest year yet. Get Started, our flagship incubator program, continues to gain momentum, regularly attracting 30+ applicants per cohort. We also launched three new initiatives that hit on important aspects of a thriving entrepreneurial ecosystem: workforce development, resources for existing businesses, and micro-funding. Domi will continue to act as a an ecosystem catalyst and work toward the sustainability of important programs like these over the coming years.

### ***Get Started***

As our flagship incubator program, Get Started leads the way at Domi Station. We continue to accept a Fall and Spring cohort each year, with the typical cohort ranging in size between 10 and 12 early-stage startup teams.

In Fall 2016, we added Chattanooga-based COSTARTERS curriculum to strengthen the program's process, and the results have been overwhelmingly positive. One year later, 10 of Fall 2016's 12 teams are still active and multiple have brought their initial product/services to market within the last 6 months, including One Fresh Pillow, FLY Mouthwash, Weather Tiger, Codecraft Lab, Fare Skies, and Summer-Pack-It.

Importantly, the Get Started cohorts have also demonstrated our mission-driven commitment to diversity and inclusion. Since the launch of the new program model, 40% of the cohort participants have been female and 50% have been people of color.

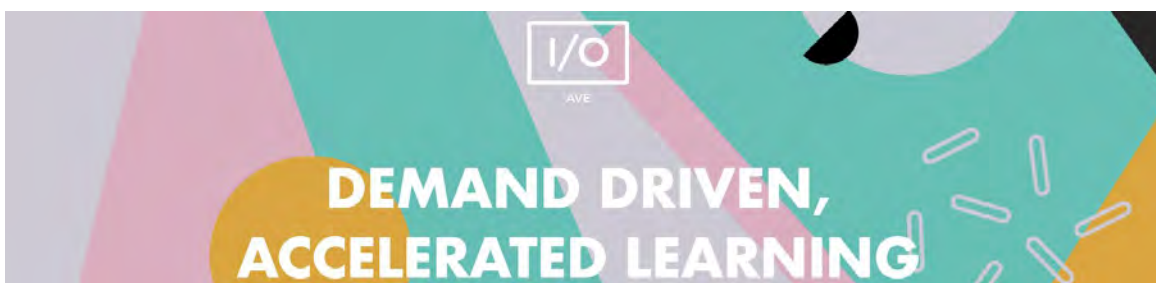


**Each startup team is enrolled in Get Started for 6 months. The first half of the program is spent in a weekly classroom bootcamp where participants engage in customer research and comprehensive business planning. The second half of the program is spent implementing and checking in one-on-one with staff and mentors.**

### ***I/O Avenue Code Academy***

Our newest program, I/O Avenue represents a strategic expansion into technical workforce development. If our community wants to build the businesses of tomorrow, it is clear that we will need the skills and talents of tomorrow.

Created in partnership with Florida A&M University and the Office of the Mayor, I/O Avenue is a non-profit digital academy offering courses in web and software development. In December 2017, I/O graduated 20 students. The graduates have attracted attention from established local tech companies such as UberOps, who has already begun working with two of the graduates to commercialize their healthcare technology capstone project.



***I/O Avenue software development students hear from local developer Clay Terry, who had to move temporarily to Birmingham, Alabama to attend a similar nonprofit code academy prior to the launch of I/O.***



### ***Technology Commercialization Accelerator Program (TCAP)***

TCAP is an early-stage research commercialization bootcamp that puts researchers, their assistants, and entrepreneurs through a customer discovery process and training regimen similar to the National Science Foundation's nationally acclaimed I-Corps program. TCAP is made possible by partnerships with Florida A&M University and the Florida Institute for the Commercialization of Public Research.

Teams graduating from the TCAP program received \$3,000 micro-grants from the FAMU Office of Commercialization. Additionally, of the seven initial graduate teams, one has gone on to be awarded significant follow-on funding in the form of an SBIRs. Another won the LCRDA Tech Grant Competition, and secured out-of-market funding via FireSpring Fund and VentureWell. At least three have successfully executed licenses for university technology.



TCAP graduate Reamonn Soto, who was recently accepted into Orlando's FireSpring Fund Accelerator program, speaks to a crowd of entrepreneurs and investors at the 2017 Central Florida Investor Showcase. Soto's company, Sensatek Propulsion, also won \$10,000 from the Leon County Research and Development Authority's Tech Grant Competition.



### ***PowerUP with First Commerce Credit Union***

PowerUP works with established small businesses, the true job creators of any community, that have an interest in leveraging a startup mindset and management consulting process in order to enter a phase of adaptation, change, and additional growth. To be admitted, companies must demonstrate a minimum of \$250,000 in annual revenue and exhibit a commitment to growth. Our inaugural cohort included five well-known local business: Nic's Toggery, Catalina Café, Chop Barbershop, Florida Aviation Center, and Secure Records Solutions.

Testimonials from each of the five participating companies can be found here:  
<https://www.youtube.com/user/FirstCommerceCU/videos>



Dominick Ard'is, Domi's Director of Programs, and Bennett Secrest, a legal extern through Florida State University's College of Law, took a deep dive into the people, processes, and products of each of the 5

**PowerUP participants. They are seen here learning more about Nic's Toggery, a mainstay of the Tallahassee community with more than 60 years in business.**

### Incubator Membership Overview 2016-2017

Company Name	Designation	Description	Status	Why Inactive?
One Fresh Pillow	Get Started Fall 2016	Patent pending pillow product	Active	
FAN4D	Get Started Fall 2016	App for music fans	Unknown	
Intimately Coupled	Get Started Fall 2016	Sexual health/wellness devices	Inactive	Shutdown
WeatherTiger, LLC	Get Started Fall 2016	Storm prediction/monitoring	Active	
Sweet Ps	Get Started Fall 2016	Sweet potato food products	Active	
Codecraft Lab	Get Started Fall 2016	K12 STEM education programs	Active	
Fare Skies	Get Started Fall 2016	Web-based travel deal alerts	Active	
FLY Mouthwash	Get Started Fall 2016	On-the-go mouthwash product	Active	
Envint Management	Get Started Fall 2016	Marketplace for grants/writers	Inactive	Job Offer
Summer Pack-It	Get Started Fall 2016	Summer moving/packing service	Active	
CareerMojo	Get Started Fall 2016	Talent filtering/acquisition for HR	Active	
Shanah's Chocolate	Get Started Fall 2016	High-end chocolate products	Active	
Team Ablordeppey	TCAP Fall 2016	Haloperidol analogs	Unknown	
Team Cofie	TCAP Fall 2016	Natural Product Skin Treatment	Active	
Team Soliman	TCAP Fall 2016	Early-stage pharmaceutical	Unknown	
Team Scarlett	TCAP Fall 2016	Encryption technology	Unknown	
Team Dickens	TCAP Fall 2016	Dual arm 3D printing technology	Unknown	
Team Xu	TCAP Fall 2016	Ceramic composite materials	Active	
Team Diaby	TCAP Fall 2016	Healthcare decision-making tech	Unknown	
The Scoop	Get Started Spring 2017	Handmade ice cream SMB	Inactive	Full-time work
LuvLife Foods	Get Started Spring 2017	Organic, all-natural pico de gallo	Active	
Gourmet Pup Club	Get Started Spring 2017	Pet treat subscription service	Inactive	On hiatus
Footy Training	Get Started Spring 2017	Youth soccer training mobile app	Active	
St. Evers Sausage	Get Started Spring 2017	Handmade sausage SMB	Active	
Black Men's Health	Get Started Spring 2017	Online media company	Inactive	On hiatus
DefensePoints	Get Started Spring 2017	Marketplace for defense industry	Active	
Drip Drop Fitness	Get Started Spring 2017	Local fitness studio for women	Active	
Adiona Automotive	Get Started Spring 2017	Auto mechanic subscription	Inactive	Full-time work
Catalina Café	PowerUp 2017	Local coffee and tea SMB	Active	
Nic's Toggery	PowerUp 2017	Local men's fashion SMB	Active	
Chop Barbershop	PowerUp 2017	Local barber & hair product SMB	Active	
Secure Records	PowerUp 2017	Records storage & management	Active	

Florida Aviation	PowerUp 2017	Local flight school SMB	Active	
Prometheus	Get Started Fall 2017	Non-lethal weapon alternative	Active	
Raise The Bar	Get Started Fall 2017	Tech-enabled workout gym	Inactive	Moved away
Pop's Popcorn	Get Started Fall 2017	Popcorn food products	Active	
Pasngr	Get Started Fall 2017	Tech-enabled van transit	Active	
Case	Get Started Fall 2017	Student book and item exchange	Inactive	Full-time work
Woven Futures	Get Started Fall 2017	Social conscious imported goods	Active	
Passports Tatted	Get Started Fall 2017	Worldwide group travel trips	Active	
Melting Mountains	Get Started Fall 2017	Health food products	Active	
Cheat Day Treats	Get Started Fall 2017	Snack food products	Active	
Innovatech	Get Started Fall 2017	Bio-renewable water filtration	Active	
Team Dev	TCAP Fall 2017	Microwave/solar vapor system	Active	
Team Harrington	TCAP Fall 2017	Software for econ forecasting	Active	
Team Halinan	TCAP Fall 2017	Alkylamine-Gold nanoparticles	Active	

### Coworking Membership Overview 2016-2017

Company Name	Designation	Description
BPM BI Inc	Coworking 16/17	Software services
CSU-Global	Coworking 16/17	Remote work - university
I/O Avenue	Coworking 16/17	Nonprofit code academy
Mod.Black	Coworking 16/17	Web hosting and services
Treat Public Relations	Coworking 16/17	Communication and PR services
Journey Management	Coworking 16/17	Artist management services
Kikoda	Coworking 16/17	Software services
Magellan Health	Coworking 16/17	Remote work - healthcare
Fontaine Maury	Coworking 16/17	Design and branding services
White Oak Analytics	Coworking 16/17	Data analysis and biz services
KPMG, LLC	Coworking 16/17	Remote work - financial services
Quick Intelligence	Coworking 16/17	IT & software services
DivvyUp	Coworking 16/17	Custom sock company
Olde Fields Clothing Co. & Hair on Earth	Coworking 16/17	Local retail and salon SMBs
Tarpon Creek Agency	Coworking 16/17	Communication and PR services
Land is Life	Coworking 16/17	Remote work - nonprofit
NewSci, LLC	Coworking 16/17	Big data software and analysis
Galactic Fog	Coworking 16/17	Remote work - software
Local Vyntage	Coworking 16/17	Apparel ecommerce startup



Penny Delivers	Coworking 16/17	Food delivery startup
DataBrains, Inc.	Coworking 16/17	Remote work - software

## Staff and Board of Directors 2017

"Working alongside the Domi community gave our company the resources we needed to get to launch quickly and the support to push through the hard times in startup life."

-Joe Clements, Cofounder and CEO of Strategic Digital Services

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"Domi and the services offered have been an invaluable part of DivvyUp's success. The ability to collaborate in an open space, meet with mentors and advisors, and network within the community is what makes Domi an awesome addition to the Tallahassee entrepreneurial community."

— Mitch Nelson, Cofounder of DivvyUp and recent FSU graduate

### OUR TEAM

#### 501(C)3 BOARD OF DIRECTORS


Chair - David Lawson, NewSci (Co-founder)  
Vice-Chair - Jake Kiker, WG Law (Co-founder)  
Treasurer - David White, Carr, Riggs & Ingram  
Secretary - Christic Henry, Kingdom First Realty  
Director - Micah Widen, Groundswell (Co-founder)  
Director - John Vecchio, Mosley Ventures (Co-founder)  
Director - Christine Urban, UberOps  
Director - Reis Alsberry, Florida A&M University  
Director - Yuh-Mei Hutt, Golden Lighting



**+ LUCAS LINDSEY**

EXECUTIVE DIRECTOR


Lucas cultivates innovation ecosystems. He tackles all things administrative and dives deep into strategy, partnerships, and fundraising.



**+ SABRINA TORRES**

DIRECTOR OF COMMUNITY

Sabrina builds community among entrepreneurs. She manages day-to-day activities at Domi Station, including coworking, marketing, and events.



**+ DOMINICK ARD'IS**

DIRECTOR OF PROGRAMS

Dominick accelerates the impact of early-stage startups and second stage companies. He oversees Domi's full spectrum of incubator programs.

## Community Partners 2017

Domi's list of partners and collaborators continues to grow. We work closely with Florida A&M and Leon County, as well as a variety of private or quasi-private organizations such as the Florida State University, Tallahassee Chamber of Commerce, Florida League of Cities, Thurgood Marshall College Fund, First Commerce Credit Union, Frenchtown Heritage Hub, and the Florida Institute for the Commercialization of Public Research.

In addition, the 2016/2017 year also brought a new partnership between Domi and the Florida State University College of Law ("FSU COL"). Through a new collaborative legal externship program, FSU COL students interested in pursuing legal careers in the business/startup fields make application through the University, and are selected by Domi (supervised by staff, and Co-Founder/attorney, Jake Kiker) to work at Domi for an entire semester (Fall/Spring/Summer) assisting entrepreneurs and providing further input/assistance in program implementation. The FSU COL students receive class credit for their participation, and the program has been extended for 2017/2018.

Due to the initial success and popularity of the Domi legal externship program, Domi is currently working with a new FSU COL student-led organization in order to take the administrative steps necessary within the FSU COL to revise recognized areas of approved pro bono work (as FSU COL students do have minimum pro bono service hour requirements for graduation), to include certain categories of small/startup business support and representation. If this can be accomplished, the end result will be the ability to pair a significant number of legal externs from the FSU COL with emerging businesses based in Leon County-- providing a free, but invaluable resource for the entrepreneurs/business owners and, of equal importance, better engaging/immersing talented young aspiring attorneys in our local community (in hopes that they may choose to ultimately make Tallahassee home upon graduation, or at some point in the future).



Looking to 2018 and beyond, we expect to add other strategic partnerships as we potentially expand into startup financing assistance and veterans' services.

In addition to partner organizations, our program is directly supported by the effort of 28 volunteer mentors. They provide advisory assistance and services to startups across multiple industries and disciplines. Our full mentor list follows below.

Name	Company	Name	Company
Micah Widen	Groundswell	Frank Valcarcel	Cuttlesoft
John Vecchio	Mosley Ventures	Christine Urban	UberOps
David Lawson	New Sci	LaTanya White	Concept Creative Group
Jake Kiker	WilliamsGautier Law	Mike Houghton	WeatherSTEM
Lawrence Tinker	Florida Institute	Chet Hall	NorthHighland
Yuh-Mei Hutt	Golden Lighting	Jason Vail	Allen, Norton, & Blue



Trip Wycoff	FSU	Hunter Ashmore	LiftUp
Rob Rushin	I2B	Eric Grant	MuniCode
Robert Van Engelen	FSU	Fernando Rodriguez	Moore Communication
Paden Woodruff	Woodruff and Black	Lydia Hanks	FSU
David White	Carr, Riggs and Ingram	Geoff Nagel	Pensacola Distillery
Jonathan Adams	FSU	Tracey Priest	Mindspring
Ryan Poole	Capital City Bank	Todd Sperry	Oliver Sperry

## Community Events

From May 2014 through November 2017, Domi Station has organized or hosted over 460 events. These events educate the community at large, showcase emerging and established entrepreneurs, inspire entrepreneurs in-waiting, and promote Tallahassee as a startup hub while making our facility a community-wide resource and venue for entrepreneurship.

Our regular events include series like Startup Grind, 1 Million Cups, Podcast Parties, First Friday Happy Hour, Community Lunch, Women Wednesdays, and Domi Meetups in Cyber Security, Hospitality, & More. We also host irregular but important events in collaboration with other organizations, such as Startup Week (FSU), FAMU App Challenge (FAMU), PowerForward Workshop (First Commerce Credit Union), MuniMod Experience (Florida League of Cities), and the I&E Hackathon (Thurgood Marshall College Fund). We anticipate most of these flagship events continuing into 2018, 2019, and beyond.



### **Event Highlight: PowerForward Workshop**

Each year, we partner with First Commerce Credit Union to offer a workshop, free and open to the community, that follows up on the themes of FCCU's annual PowerForward speaker series with actionable advice and useful tools, tips, and tricks from experienced entrepreneurs. Our 2017 event featured the CEOs of FullScaleNano, Vale Food Co., and Nuekie Skincare. Our 2018 event features the CEOs of Fly Mouthwash, Southern Strategy Group, and Chop Barbershop. These workshops typically attract at least 50 attendees representing a wide spectrum of potential and active entrepreneurs.



### **Event Highlight: Smart Cities and Urban Tech Meetup**

Up to four times per year, our team hosts a themed meetup that brings together established corporate companies, regional startups, and interested community members. These events educate the public and provide a platform for connections and collisions, which are the lifeblood of a growing, collaborative startup ecosystem.

In January 2018, we brought together representatives from IDEO's Boston location, Pace bike share, and Municode, one of Tallahassee's most established technology companies. This represented an opportunity to host a discussion around emerging trends and technologies in the areas of local government, transportation, and real estate.





### **Event Highlight: I&E Hackathon**

This coming May will mark the third year in a row that we will partner with the Thurgood Marshall College Fund to execute a week-long, word class hackathon and innovation bootcamp called the Opportunity Fund Corporation's Innovation and Entrepreneurship Event. The program brings upwards of 80 students representing the entire HBCU network to Durham, North Carolina. This event, which is sponsored by major corporate brands such as Apple, John Deere, and Wells Fargo, is just one of the many ways we deliver on our vision of building programs that are inclusive and encourage the creation of women and minority led startups.



For more information about TMCF's program, checkout <https://www.youtube.com/watch?v=muYDJpodErc>

### Notable 2017 Media Mentions

- [Fly Mouthwash startup lands \\$100,000 angel investment](#) - Tallahassee Democrat
- [FSU alum opens Drip Drop Fitness studio](#) - Tallahassee Democrat
- [Domi Station, First Commerce announce PowerUp class](#) - Tallahassee Democrat
- [Building a Diverse Ecosystem in Florida](#) - Tech.Co
- [The Rise Of Tallahassee's Entrepreneurial Scene](#) - WFSU Media
- [More than 200 sign up for new I/O Avenue Code Academy](#) - Tallahassee Democrat

### 2018 and Beyond

Domi's goal is to become North Florida's premier community catalyst with respect to entrepreneurship, innovation, and economic development. Leon County has been a founding partner since day one, and we are grateful for the ongoing support of our local government. By working together, we can continue to leverage each other's strengths to increase the amount of resources available to area entrepreneurs, build powerful networks across the region, and accelerate the growth of our local economy from within.

We hope that this report primarily demonstrates two things: 1) the incredible growth of this community's entrepreneur ecosystem through Domi's efforts, and 2) the return on investment and value of every public dollar invested by Leon County into that growing ecosystem. It's Domi's goal to not just continue, but accelerate that growth and return. And as the foregoing report/plans should make clear, Domi has no intention of slowing down. To such end, Domi would like to continue working collaboratively with Leon County by exercising a three-year lease extension based upon current terms, and extending the County's \$25,000 annual investment in fiber internet and facility improvements over the same three-year time period. This commitment would position Domi to continue to deliver on our non-profit mission as we look forward, together with our community partners, to 2020 and beyond.

**BUSINESS INCUBATOR FACILITY  
LEASE AGREEMENT  
(Amtrak Complex)**

THIS LEASE AGREEMENT ("Lease") is made as of the "Effective Date" (as defined in Section 1.1 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, (the "County" or "Landlord") and **DOMI EDUCATION, INC.**, a Florida nonprofit corporation ("Tenant"), whose mailing address is 1207 Terrace Street, Tallahassee, FL 32303 (hereinafter the County, as Landlord, and Tenant may be referred to as "Party" individually or "Parties" collectively).

**WITNESSETH:**

WHEREAS, the County's Board of County Commissioners (the "Board") has determined that it is in the County's best interest to promote the establishment of a business support program that will accelerate the successful development of start-up companies by providing entrepreneurs with a selection of targeted resources and services; and

WHEREAS, such resources and services are typically developed by establishing a Business Incubator (as that term is defined in Section 2.1.8 below) which produces successful companies that leave the program financially viable and freestanding, with the potential to create jobs, revitalize neighborhoods, commercialize new technologies, and strengthen the local economy; and

WHEREAS, the Board recognizes that critical to the establishment and success of a Business Incubator is the provision of management guidance, technical assistance, and educational support tailored to young growing companies, along with access to appropriate and affordable spaces in which to conduct business, shared basic business services and equipment, and technology support services and assistance in obtaining the financing necessary for company growth; and

WHEREAS, in order to support the establishment of a new Business Incubator in the local community, the Board has determined that it is in the County's best interest to designate a vacant County facility for use as a Business Incubator and to enter into an agreement to lease to Tenant the designated County facility at a below-market rental rate in exchange for Tenant providing Incubation Management and Operation Services (as that term is defined in Section 2.1.9 below) for the Business Incubator; and

WHEREAS, Tenant is a Florida nonprofit corporation that was formed for the purposes of providing such Incubation Management and Operation Services; and

WHEREAS, Tenant and the County, as Landlord, are desirous of setting forth their understandings in this written Lease Agreement regarding the use of the designated County facility for the management and operation of a Business Incubator;

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



**Article 1.**  
**Effective Date; Premises; Term**

1.1. RECITALS. The recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

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

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

1.3.1. "Amtrak Complex" means the 2.47-acre parcel, and the improvements contained thereon, located on the west side of Railroad Avenue and abutting the north boundary of the railroad right-of-way, identified by the Leon County Property Appraiser as Parcel ID 4101202050000, and depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

1.3.2. "Premises" means collectively those portions of the Amtrak Complex occupied exclusively by Tenant and depicted on Exhibit "B" as the Incubator Space and Incubator Parking.

1.3.3. "Common Areas" means the areas on the Amtrak Complex designated by Landlord, from time to time, for use in common by all tenants and occupants of the Amtrak Complex including, but not limited to, the parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, and loading areas; provided, however, that the area depicted on Exhibit "B" as Dental Clinic Parking shall not be included in Common Areas.

1.3.4. "Net Rentable Area" means the enclosed area within the Premises measured from the inside surface of the outer glass, finished column or exterior wall enclosing the Premises to the inside surface of the opposite outer glass, finished column or exterior wall.

1.4. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Landlord and Tenant acknowledge and agree that for all purposes with respect to this Lease (and notwithstanding any provisions of this Lease to the contrary), shall be deemed to be comprised of approximately Seven Thousand Seven Hundred (7,700) square feet of Net Rentable Area. Except in the event of an emergency, Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.

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

1.6. COMMON AREAS. Tenant, its employees, and the occupants and visitors of the Premises, shall have the nonexclusive right during the Term of this Lease to use the Common Areas. In addition, the Community Room located within the Amtrak Complex is available for

use by the Tenant in accordance with County policy as established by the Board of County Commissioners. Such County policy may include a minimal charge for use of the Community Room during non-business hours and on weekends and Holidays.

1.7. LEASE TERM. The term of this Lease (the "Term") shall be for five (5) years. The Term shall commence on the earlier of the date that (i) Tenant takes possession of the Premises or (ii) 10 days after the "substantial completion" of Tenant Improvements as that term is described in Section 5.9 below (the "Commencement Date"). Tenant shall have no right to possession of the Premises until Tenant has provided Landlord with a certificate of insurance evidencing the insurance coverages that Tenant is obligated to maintain pursuant to this Lease. Landlord and Tenant shall execute a Memorandum of Lease Commencement in an agreed upon form once the Commencement Date has been determined.

1.8. EARLY TERMINATION OPTION. Tenant shall have the option, with no penalty or fee, to reduce the length of the Term to no less than ninety (90) days ("Early Termination Option") subject to the following conditions:

1.8.1. Tenant shall deliver to Landlord, no later than sixty (60) days prior to the proposed date of early termination ("Early Termination Date"), written notification of its intention to exercise its Early Termination Option and the date on which Tenant proposes as the Early Termination Date;

1.8.2. as of the date Tenant exercises its Early Termination Option, no event of default (beyond the expiration of any applicable notice and cure period) shall exist under the Lease and no event to which Tenant has notice shall be occurring which, with the passage of time or the giving of notice (or both), would be deemed an event of default (beyond the expiration of any applicable notice and cure period);

1.8.3. any Rent collected in advance by Landlord for the Annual Rental Period in which Tenant exercises its Early Termination Option shall be retained by Landlord and become property of Landlord without credit to Tenant; and

1.8.4. upon Tenant's surrender of the Premises on such Early Termination Date, any and all items of furniture, fixtures, or equipment, including any such items deemed to be Tenant's Business Equipment (as that term is defined in Section 5.11.2 below), that was purchased with funds attributable to Landlord's Contribution (as that term is defined in Section 5.2 below), shall remain upon and be surrendered with the Premises and become the property of Landlord without credit to Tenant.

1.9. ACCEPTANCE OF PREMISES; DATE OF POSSESSION. Upon taking possession of the Premises, Tenant shall have an opportunity to inspect the mechanical, plumbing and electrical systems serving the Premises to ensure that said systems are in good working order prior to the Commencement Date of this Lease. Except as provided herein, or unless otherwise agreed upon in writing by the Parties, Tenant's continuation of its possession of the Premises after the Commencement Date of this Lease shall be conclusive evidence of Tenant's acceptance of the Premises in such as-is condition as of the Commencement Date, and acknowledgement that the Premises are in the condition called for hereunder and are suitable for the purposes for which the same are leased. Tenant further acknowledges that Landlord has

made no warranties or representations as to either the condition or the suitability of the Premises in terms of the Required Use as specified in Section 4.1 below.

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

1.10.1. Tenant shall deliver to Landlord, no later than one hundred twenty (120) days prior to the expiration of the initial Term written notification of its desire to continue the initial Term (the "Continuation Notice"); provided, however, in the event Tenant fails to deliver a Continuation Notice to Landlord within the above timeframe, Landlord shall notify Tenant in writing. Tenant shall have ten (10) days after receipt of said notice from Landlord to deliver a Continuation Notice to Landlord, and in the event Tenant does not deliver a Continuation Notice to Landlord within said ten (10) day period, Tenant shall be deemed to have waived its right to continue this Lease as stated herein;

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

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

1.10.4. the Base Rent Amount (as defined in Section 2.1.2 below) for the Continuation Period shall be increased to an amount as determined by the Parties through good-faith negotiation; provided, however, that such increased Base Rent Amount shall be no greater than twenty-five percent (25%) of "Market Rental" (as hereinafter defined) at the commencement of the Continuation Period. For purposes hereof, "Market Rental" shall mean the market rental rate for the time period such determination is being made for office-warehouse space in similar office-warehouse buildings in the Tallahassee area (the "Area") of comparable condition for space of equivalent quality, size, utility and location. Such determination shall take into account all relevant factors, including, without limitation, the following matters: the credit standing of Tenant; the length of the Continuation Period; operating expense requirements; the fact that Landlord will experience no vacancy period and that Tenant will not suffer the costs and business interruption associated with moving its offices and negotiating a new lease; construction allowances and other tenant concessions that would be available to tenants comparable to Tenant in the Area (such as moving expense allowance, free rent periods, and lease assumptions and takeover provisions, if any, but specifically excluding the value of improvements installed in the Premises at Tenant's cost), and whether adjustments are then being made in determining the rental rates for renewals in the Area because of concessions being offered by Landlord to Tenant (or the lack thereof for the Continuation Period in question).

1.10.4.1. No later than five (5) months prior to the commencement of the Continuation Period, Landlord shall set forth the Market Rental in a notice to Tenant (hereinafter referred to as the "Market Rental Notice"). In the event that Tenant shall, in good faith, disagree with the Market Rental set forth in the Market Rental Notice established by Landlord for the Premises, Tenant shall, within thirty (30) days after receipt of the Market Rental Notice, furnish Landlord with a written explanation in reasonable detail of the basis for Tenant's good faith disagreement and the amount which, in Tenant's good faith opinion, is the Market Rental for the Continuation Period (hereinafter referred to as the "Tenant's Notice"). If Tenant's Notice is not received by Landlord within said thirty (30) day period, the Market Rental shall be the Market Rental set forth in the Market Rental Notice to Tenant. If Tenant's Notice is received by Landlord within said thirty (30) day period, the Market Rental for the Premises shall be established as follows:

1.10.4.1.1. No later than ten (10) days following Landlord's receipt of Tenant's Notice, Landlord shall furnish Tenant with a written explanation in reasonable detail of the basis for its determination of Market Rental for the Continuation Period. For a period of thirty (30) days following Landlord's receipt of Tenant's Notice, Landlord and Tenant shall negotiate in good faith in order to arrive at a Market Rental for the Continuation Period that is acceptable to both of them.

1.10.4.1.2. If Landlord and Tenant cannot agree in writing to a Market Rental within the 30-day period referenced in Section 1.10.4.1.1 above, then within ten (10) days after the expiration of said 30-day period, Landlord and Tenant shall identify to each other an impartial licensed real estate broker with at the least ten (10) years of substantial office leasing expertise in Tallahassee, Florida. The two (2) brokers selected by Landlord and Tenant shall in turn select an impartial third broker with similar qualifications. Within thirty (30) days after the selection of the third broker, a majority of the brokers shall determine Market Rental. If a majority of the brokers is unable to agree upon the Market Rental by such time, then the two (2) closest determinations of Market Rental by the brokers shall be averaged and the average shall be the Market Rental.

1.10.4.2. If the procedure set forth above in Sections 1.10.4.1.1 and 1.10.4.1.2 above is implemented, and if for any reason whatsoever (including, without limitation, the institution of any judicial or other legal proceedings), the Market Rental for the Continuation Period has not been finally determined prior to the first day of the Continuation Period, then the amount of the Market Rental set forth by Landlord in good faith in the Market Rental Notice shall be the Market Rental for all purposes under this Lease until such time as the Market Rental is finally determined as set forth above, and Landlord and Tenant shall, by appropriate payments to the other, correct any overpayment or underpayment which may have been made prior to such final determination.

1.10.4.3. If Landlord fails to identify a broker within the time specified in Section 1.10.4.1.2 above, then the Market Rental for the respective Continuation Period shall be the Market Rental set forth in Tenant's Notice.

1.10.4.4. If Tenant fails to identify a broker within the time specified in Section 1.10.4.1.2 above, then the Market Rental for the Continuation Period shall be the Market Rental set forth in the Market Rental Notice.

1.10.4.5. If the brokers selected by Landlord and Tenant fail to appoint the third broker within thirty (30) days after the identification of the brokers, then Landlord and/or Tenant shall promptly apply to the local office of the American Arbitration Association for the appointment of the third broker.

1.10.4.6. All fees, costs and expenses incurred in connection with obtaining the third broker and any arbitration or court procedure set forth in this section shall be shared equally by Landlord and Tenant; however, Landlord and Tenant shall each bear their own attorneys' fees incurred with respect to this procedure.

1.10.5. Upon the Parties' determination of the Base Rent Amount for the Continuation Period this Lease shall be amended to reflect such new Base Rent Amount. In addition, such amendment shall reflect that the new Base-Plus Rent Amount for the Continuation Period shall be divided equally into monthly installments payable on the first (1<sup>st</sup>) day of each month of the Continuation Period in accordance with the directions provided in Section 2.5 below.

## **Article 2.**

### **Base-Plus Rent; Additional Rent.**

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

2.1.1. "Annual Rental Period" means a 12-month period proposed for occupancy of the Premises commencing on the Commencement Date and continuing thereafter on each anniversary of the Commencement Date.

2.1.2. "Base Rent Amount" means the rent amount payable per Annual Rental Period for the use of the Premises, exclusive of Operating Expenses (as defined in Section 3.2 below), Sales and Use Tax (as defined in Section 2.3 below), and Additional Rent (as defined in Section 2.4 below).

2.1.3. "Base-Plus Rent Amount" means the rent amount payable per Annual Rental Period for the use of the Premises comprising the sum of the Base Rent amount and the Operating Expenses amount, but exclusive of Sales and Use Tax and Additional Rent.

2.1.4. "Operating Expenses Amount" means the amount payable per Annual Rental Period for Operating Expenses (as defined in Section 3.2 below).

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



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

2.1.7. “Operating Expenses Rate” means the amount of Operating Expenses calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.8. “Business Incubator” means a business support program that will accelerate the successful development of start-up companies with a program that provides entrepreneurs with a selection of targeted resources and services designed to produce successful companies that leave the program financially viable and freestanding, with the potential to create jobs, revitalize neighborhoods, commercialize new technologies, and strengthen the local economy.

2.1.9. “Incubation Management and Operation Services” means the management and operation of a Business Incubator including, but not limited to, the creation and coordination of alternative education programming which provides information, expertise, and mentoring to new and developing entrepreneurs, along with access to appropriate and affordable spaces in which to conduct business, shared basic business services and equipment, and technology support services and assistance in obtaining the financing necessary for company growth. Incubation Management and Operation Services shall also include the satisfaction of the requirements as set forth in Section 4.1 below

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

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

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

2.1.13. “Holiday,” as it applies to a notice requirement or other such deadline in this Lease, means any of the following days on which the County’s Board of County Commissioners close for business in observance of a holiday: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the

preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday. Notwithstanding anything herein to the contrary, Tenant shall not be prohibited from opening the Premises to the general public at any time during Tenant's business hours.

2.2. **BASE-PLUS RENT.** In consideration of Tenant's covenant to provide Incubation Management and Operation Services in accordance with Section 4.1 below, Tenant shall be entitled to the use of the Premises at a below-market Base-Plus Rent Amount, payable on the first (1st) day of each Annual Rental Period of the Term, except for extensions as provided herein, in accordance with the following schedule:

2.2.1. For the first Annual Rental Period of the initial Term, the Base-Plus Rent Amount shall be Three Thousand Eight Hundred Fifty-One and 00/100 Dollars (\$3,851.00) based on a Base-Plus Rental Rate of \$0.5001 per square foot which, Landlord and Tenant acknowledge and agree, comprises the following allocation:

2.2.1.1. A Base Rent Amount of \$1.00, which equates to a Base Rental Rate of \$0.0001 per square foot; and

2.2.1.2. An Operating Expenses Amount of \$3,850.00, which equates to an Operating Expenses Rate of \$0.50 per square foot.

2.2.2. For each successive Annual Rental Period of the initial Term after the first Annual Rental Period, the Base-Plus Rent Amount shall be based on the sum of the following amounts:

2.2.2.1. A Base Rent Amount of \$1.00, which equates to a Base Rental Rate of \$0.0001 per square foot; and

2.2.2.2. An Operating Expenses Amount equal to the actual Operating Expenses paid by Landlord in the previous Annual Rental Period just ended and attributable to the Premises.

2.2.3. Landlord shall, no later than five (5) Business Days after the commencement of each successive new Annual Rental Period after the first Annual Rental Period, notify Tenant in writing of the Base-Plus Rent Amount for such new Annual Rental Period. The due date for Tenant's installment of Rent in each successive new Annual Rental Period shall be extended by five (5) days in order to accommodate such notification by Landlord.

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

2.4. **ADDITIONAL RENT.** All charges, other than Base-Plus Rent and Sales and Use Tax, payable by Tenant under the terms of this Lease shall hereinafter be referred to as "Additional

Rent". Unless this Lease provides otherwise, all Additional Rent shall be paid together with the Base-Plus Rent and Sales and Use Tax.

2.5. **PAYMENT OF RENT.** The terms Base-Plus Rent Amount, Sales and Use Tax, and Additional Rent, shall collectively be referred to hereinafter as "Rent." Each annual installment of Rent shall be made payable to Landlord and be delivered on the first (1st) day of each Annual Rental Period of the Term, except as otherwise directed in accordance with any amendment to this Lease pursuant to Section 1.10.5 above, without demand, set off or deduction, on Landlord's behalf to Leon County Board of County Commissioners, P.O. Box 864441, Orlando, FL 32886-4441, or such other address as Landlord directs in writing.

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

### **Article 3. Operating Expenses; Base-Plus Lease.**

3.1. **BASE-PLUS LEASE.** This is a "Base-Plus Lease" which means that Base-Plus Rent includes, in addition to Tenant's right to the possession and use of the Premises, Landlord's payment of all Operating Expenses, to the extent provided in this Article 3, the services set forth in Article 14 below, and Landlord's obligations set forth in Article 9 below, and, as such, Tenant shall only be required to provide and pay for, in addition to Base-Plus Rent and Sales and Use Tax, any amounts due for Utilities pursuant to Section 9.4 below, and any amounts due as Additional Rent.. As such, Landlord shall be responsible for the payment of all Operating Expenses as provided in Section 3.2 below. Tenant shall also be responsible for paying as Additional Rent any amount of Property Taxes that may become due and payable as provided in Section 3.4 below.

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

3.2.1. all levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Premises and Common Areas, the equipment and improvements owned by Landlord therein contained, including (i) all costs associated with the appeal of any such assessments and charges and (ii) any amounts assessed or charged in substitution for or in lieu of ad valorem taxes; and

excluding (i) income or capital gains taxes imposed upon Landlord and (ii) any assessments and charges deemed to be a tax payable by Tenant pursuant to Section 3.4 below ;

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

3.2.3. pest control for Common Areas and Premises, and landscaping;

3.2.4. a reasonable management fee;

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

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

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

3.3. UTILITIES DEEMED NOT TO BE OPERATING EXPENSES. Operating Expenses shall not include electricity, water, sewer, gas, window washing, janitorial services, trash and debris and other maintenance and utility charges required, used, or consumed in the Premises, which charges shall be paid by Tenant in accordance with Section 9.4 below.

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

#### **Article 4.**

##### **Use of Property; Required Use; Rules**

4.1. REQUIRED USE. Tenant shall be required throughout the Term to use the Premises for activities and events in furtherance of the management and operation of a Business Incubator (the "Required Use"), and that such Required Use shall be the sole use permitted in the Premises unless Landlord gives written consent in advance of any other use of the Premises, which consent may be withheld in Landlord's sole discretion. Furthermore, Landlord and Tenant acknowledge and agree that this Lease allows Tenant to have the exclusive use of the Premises for such Required Use at a below-market Base Rental Rate in consideration of Tenant's covenant to provide Incubation Management and Operation Services for the Business Incubator in accordance

with the terms of this Lease. Tenant's provision of Incubation Management and Operation Services shall be subject to the satisfaction of the following requirements:

4.1.1. Occupancy by License Only. Any written agreement which gives permission to an individual or entity to occupy space within the Premises shall be in a form that clearly establishes that such permission to occupy space is by license only and shall be deemed not to be a sublease or other such conveyance of a leasehold interest in the Premises.

4.1.2. Programming and Community Collaboration. Tenant shall be required to provide the programs and community collaboration as set forth in Exhibit "C."

4.1.3. Reporting Requirements. Tenant shall be required to satisfy the reporting requirements as set forth in Exhibit "D."

4.2. COMPLIANCE WITH LAWS.

4.2.1. APPLICABLE LAWS. For purposes of this Lease, the term "Applicable Laws" shall mean any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Amtrak Complex including, but not limited to, the U. S. Department of the Interior and the Florida Division of Historical Resources with regard to the Amtrak Complex being listed on the National Register of Historic Places, the Board of Fire Underwriters, and the Americans with Disabilities Act (the "ADA") and all regulations and orders promulgated pursuant to the ADA.

4.2.2. LANDLORD'S COMPLIANCE. During the Term, Landlord shall be responsible for making any modifications to the Amtrak Complex, excluding the Premises, or its appurtenances, excluding the Premises, but including the Common Areas, required pursuant to any Applicable Laws. Any modifications to the Amtrak Complex made by Landlord pursuant to the provisions of this paragraph shall be at Landlord's expense.

4.2.3. TENANT'S COMPLIANCE. Subject to Landlord's obligations set forth in Section 4.2.1 above, Tenant shall comply with all Applicable Laws, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or during the Term, shall comply with all Applicable Laws. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises shall be in compliance with all Applicable Laws. Tenant shall not create a nuisance or use the Premises for any illegal or immoral purpose. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

4.3. SIGNS. Tenant shall not place any signs on the Premises or the Amtrak Complex except with the prior written consent of Landlord, including consent as to location and design. The



design, installation, and removal of any signs to be placed on or about the Premises or the Amtrak Complex shall be subject to the satisfaction of the following requirements:

4.3.1. The signs shall be in compliance with all Applicable Laws.

4.3.2. The Leon County seal (the "County Seal") shall be prominently displayed on the interior and the exterior of the Premises. Notwithstanding its trademark protection, the appearance of the County Seal may be modified, upon the written approval of the Leon County Administrator, to accommodate Tenant's aesthetic design and branding of the Premises.

4.3.3. The signs shall be installed and shall be maintained by Tenant, at its sole cost and expense. Tenant shall remove any and all of its signs prior to termination of the Lease and, upon such removal, to repair all damage incident to such removal. Notwithstanding anything to the contrary herein, Landlord, at its sole cost, shall be responsible for any costs associated with any removal and reinstallation of Tenant's signage necessitated by any repairs or modifications to the Amtrak Complex performed by Landlord or otherwise undertaken at Landlord's direction.

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

4.5. **QUIET POSSESSION.** If Tenant pays all Rent and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

4.6. **PARKING.** Tenant shall have the exclusive use, as part of the Premises, of the eight parking spaces contained within the parking lot depicted on Exhibit "B" as Incubator Parking. In addition, Tenant shall have the right, in common with other tenants and occupants, to use the remaining parking spaces contained within the Amtrak Complex on a non-exclusive basis with the exception of those parking spaces contained within the parking lot depicted on Exhibit "B" as Dental Clinic Parking. Any and all motor vehicles (including all contents thereof) parked by Tenant, its employees, agents, invitees and licensees in any space contained within the Amtrak Complex, including the Incubator Parking, shall be parked in such spaces at such persons' sole risk, it being expressly agreed and understood that Landlord has no duty to insure any of said motor

vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

4.7. **LANDLORD'S USE OF AMTRAK COMPLEX.** Landlord and Tenant acknowledge and agree that Landlord is entitled to the exclusive use of those areas of the Amtrak Complex not lying within the Premises and the Common Areas, and that Tenant hereby consents to Landlord's exclusive use of such areas including, but not limited to, the use of the open area adjacent to the Premises for a community garden in accordance with the County Community Garden Policy in coordination with Tenant.

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

## **Article 5.**

### **Tenant Improvements.**

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

5.1.1. "Tenant Improvements" means any construction work in the Premises under the coordination of Property Manager to be undertaken, either prior to or after the Commencement Date of this Lease, by Tenant's contractor and to be paid solely by Tenant, except as reimbursed by any Landlord's Contribution. For purposes of determining the extent of Landlord's Contribution (as that term is defined in Section 5.1.3 below), Tenant Improvements shall include the preparation of Tenant Space Plan (as that term is defined in Section 5.3.1 below), Tenant Working Drawings (as that term is defined in Section 5.3.4 below), and any furniture, fixtures, and/or equipment attributable to the operation of the Business Incubator in the Premises.

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

5.1.3. "Landlord's Contribution" shall mean Landlord's contribution to the cost of any Tenant Improvements. Such contribution may be a cash reimbursement to Tenant or in the form of a contribution of labor and/or materials provided by Landlord.

5.2. PAYMENT RESPONSIBILITY. The payment of costs and expenses incurred in connection with any Tenant Improvements to the Premises, including those costs and expenses associated with the preparation of architectural and engineering plans, shall be the responsibility of Tenant; provided, however, that such payment responsibility of Tenant shall be subject to reimbursement by Landlord's Contribution.

5.2.1. Landlord's Contribution in Cash. Landlord shall make a Landlord's Contribution in cash in an amount up to Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). Such Landlord's Contribution shall be a reimbursement to Tenant for completed and/or delivered Tenant Improvements payable to Tenant in accordance with a direct draw schedule as agreed upon by Landlord and Tenant based on percentages of completion and subject to compliance with the following requirements and guidelines:

5.2.1.1. Any and all payments of Landlord's Contribution shall be delivered to Tenant no later than fifteen (15) Business Days after Landlord's receipt of Tenant's written request for such payment;

5.2.1.2. Upon Tenant's receipt of any and all payments of Landlord's Contribution, Tenant shall forthwith deposit such payments in an escrow account to be held in trust by Tenant until such time as disbursements are made by Tenant for payment of completed and/or delivered Tenant Improvements ("Tenant's Escrow Account").

5.2.1.3. No disbursements shall be made from Tenant's Escrow Account without first obtaining Landlord's written approval of the invoices reflecting the cost of the completed and/or delivered Tenant Improvements to be paid with such disbursements. Landlord shall notify Tenant of such approval or disapproval, as the case may be, no later than five (5) Business Days after Landlord's receipt of such invoices.

5.2.1.4. Upon the expiration or other termination of this Lease, any amounts of Landlord's Contribution remaining in Tenant's Escrow Account shall be returned to Landlord prior to Tenant's surrender of the Premises.

5.2.2. Landlord's Contribution in Labor. In order to further reduce Tenant's costs for Tenant Improvements, Landlord may, upon approval by the County Administrator or designee, provide an additional Landlord's Contribution amount in the form of labor provided by County employees. Such additional Landlord's Contribution shall be at the sole discretion of Landlord.

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

5.3.1. TENANT SPACE PLAN. If Tenant desires for Tenant Improvements other than for Remodeling and Reconditioning to be undertaken in the Premises,

Tenant shall deliver to Property Manager, no later than ten (10) days before commencing such Tenant Improvements, a detailed space plan containing the information described as follows below, together with other relevant information and written instructions relating thereto (said space plan and other information and instructions being hereinafter referred to as the "Tenant Space Plan"). The Tenant Space Plan shall contain architectural, mechanical, electrical and plumbing plans prepared and stamped by a licensed architect or engineer, as the case may be, indicating the following information:

- 5.3.1.1. Location and type of all partitions.
- 5.3.1.2. Location and types of all doors indicating hardware and providing a keying schedule.
- 5.3.1.3. Location and type of glass partitions, windows, doors and framing.
- 5.3.1.4. Location of telephone equipment room accompanied by a signed approval of the telephone company.
- 5.3.1.5. Critical dimensions necessary for construction.
- 5.3.1.6. Location, circuit number and specifications of all electrical devices, outlets, switches, telephone outlets, etc.
- 5.3.1.7. Location and type of all lighting and access control systems.
- 5.3.1.8. Location and type of equipment that will require special electrical requirements. Provide manufacturers' specifications for use and operation.
- 5.3.1.9. A load analysis of all electrical devices.
- 5.3.1.10. Location, weight per square foot and description of any exceptionally heavy equipment or filing system exceeding 50 psf live load.
- 5.3.1.11. Location, type and specifications of the HV/AC distribution systems and controls.
- 5.3.1.12. Requirements for special air conditioning or ventilation.
- 5.3.1.13. Type and color of floor covering.
- 5.3.1.14. Location, type and color of wall covering.
- 5.3.1.15. Location, type and color of paint and/or finishes.
- 5.3.1.16. Location and type of plumbing, including special sprinklering requirements.
- 5.3.1.17. Location and type of kitchen equipment.
- 5.3.1.18. Details showing the following:
  - 5.3.1.18.1. All millwork with verified dimensions and dimensions of all equipment to be built-in.
  - 5.3.1.18.2. Corridor entrances.

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

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

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

5.3.2.2. shall not impair the structural, mechanical, electrical or plumbing integrity of the Amtrak Complex.

5.3.3. APPROVAL OF TENANT SPACE PLAN. Property Manager shall either approve or disapprove Tenant Space Plan no later five (5) Business Days after the Property Manager receives Tenant Space Plan. If Property Manager does not approve Tenant Space Plan, Property Manager shall inform Tenant in writing of its objections and Tenant shall revise the same and deliver a corrected version to Property Manager for its approval no later than thirty (30) days after the date Tenant receives Property Manager's notice of disapproval. The approval and revision process for the revised Tenant Space Plan shall be the same as described for the originally submitted Tenant Space Plan.

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

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

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

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

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

5.3.6. REMODELING AND RECONDITIONING. If Tenant desires Remodeling and Reconditioning to be undertaken in the Premises, Tenant shall deliver to Property Manager, no later than thirty (30) days before commencing such Remodeling and Reconditioning, a written description of such work to be undertaken in sufficient detail to allow Landlord to confirm that such work is deemed to be Remodeling and Reconditioning. Property Manager shall, no later than five (5) Business Days after



receipt of such written description, deliver to Tenant a written confirmation that such work is deemed to be Remodeling and Reconditioning after which Tenant may commence to undertake such work. Property Manager's failure to timely deliver such written confirmation to Tenant shall be construed as Property Manager's confirmation that such work is deemed to be Remodeling and Reconditioning.

5.4. SELECTION OF CONTRACTOR. For any Tenant Improvements, the contractor shall be selected by Tenant and shall undertake the construction work under the coordination of Property Manager in accordance with, and subject to, the following requirements and conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.11. PROPERTY OF LANDLORD AT TERMINATION.

5.11.1. Landlord's Property. Any additions, alterations, improvements, or other such changes to the Premises resulting from Tenant Improvements ("Changes to Premises") shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant. In addition, any of Tenant's furniture, fixtures, or equipment purchased with funds attributable to Landlord's Contribution shall, upon Tenant's exercise of its Early Termination Option, remain upon and be surrendered with the Premises and become the property of Landlord without credit to Tenant in accordance with Section 1.8.4 above. Such items of Tenant's furniture, fixtures, and equipment may be labeled and inventoried at Landlord's discretion in accordance with the County's Board of County Commissioners standard business practices.

5.11.2. Not Landlord's Property. Landlord and Tenant acknowledge and agree that list of items below in Section 5.11.2.1 comprises the entirety of equipment and trade fixtures that have been affixed to, or otherwise installed in, the Premises to be used in conjunction with the operation of Tenant's business ("Tenant's Business Equipment"). Except as otherwise provided for in Section 1.8.4 above, Tenant's Business Equipment shall not become property of the Landlord and shall be removed by Tenant, at Tenant's expense, upon the expiration or earlier termination of this Lease. Upon the removal of any Tenant's Business Equipment, Tenant shall restore the Premises to which any such Tenant's Business Equipment was affixed to the condition and use which existed at the time Tenant took possession, with all costs of such removal and restoration to be borne by Tenant. Nothing herein, however, shall be deemed to be a waiver of Landlord's entitlement to a lien for rent, pursuant to Section 10.1 below, or a waiver of any of Landlord's other remedies provided in Article 10 below.

5.11.2.1. The following items, to be listed upon the completion of the Tenant Improvements prior to the Commencement Date of this Lease, comprise the entirety of Tenant's Business Equipment.

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5.11.2.2. In the event that additional equipment and trade fixtures are installed in the Premises after the Effective Date of this Lease, Tenant shall provide

notice to Landlord of such installation and this Lease shall thereafter be amended to include such additional items in the list of Tenant's Business Equipment. In the absence of such notification by Tenant, the determination of such additional items as either Changes to Premises or Tenant's Business Equipment shall be at the sole discretion of Landlord.

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

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

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

5.12.3. Change area, level, location, arrangement or use of the Amtrak Complex or any part thereof;

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

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

5.12.6. Construct or otherwise install community gardens in accordance with the County Board of County Commissioner's Community Garden Policy as contemplated above.

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

## **Article 6.**

### **Insurance.**

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

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

6.1.2. **AUTOMOBILE LIABILITY.** To the extent applicable by law, Tenant shall provide automobile liability insurance coverage with combined single limits for bodily injury and property damage of no less than \$1,000,000 per accident including for a non-owned, hired automobile. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.3. **WORKERS' COMPENSATION EMPLOYERS LIABILITY INSURANCE.** To the extent applicable by law, Tenant shall provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and shall provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee. In lieu of naming Landlord as an additional insured, Tenant shall provide to Landlord a waiver of all rights of subrogation against Landlord with respect to losses payable under such workers' compensation policy(ies).

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

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

- 6.1.5.1. liability arising from, or in connection with, activities performed by, or on behalf of, Tenant;
- 6.1.5.2. products and completed operations of Tenant;
- 6.1.5.3. premises owned, occupied, or used by Tenant; or
- 6.1.5.4. automobiles owned, leased, hired, or borrowed by Tenant.

6.1.6. **TENANT'S INSURANCE AS PRIMARY.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Lease, Tenant's insurance coverage pursuant to Sections 6.1.1 and 6.1.2, shall be primary insurance with respect to Landlord, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Landlord, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it. In such instances when Tenant's insurance coverage is primary, Tenant hereby waives all rights of



subrogation against Landlord with respect to losses payable under such insurance coverage.

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

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

6.1.8.1. that, to the extent of insurer's limits of liability, Tenant's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought (provided this provisions shall not apply to Tenant's insurance policies maintained pursuant to Section 6.1.3 above); and

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

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

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

Criteria. Landlord hereby waives all rights of subrogation against Tenant with respect to losses payable under such insurance coverages.

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

#### **Article 7.**

##### **Indemnification of the Parties.**

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

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

7.3. **NOTICE OF INDEMNIFICATION.** A Party's duty to indemnify pursuant to the provisions of this Article 7 shall be conditioned upon the giving of notice by such Party of any suit or proceeding and upon the indemnifying Party being permitted to assume in conjunction with the

indemnitor, the defense of any such action, suit or proceeding in accordance with Section 7.4 below.

7.4. **THIRD PARTY CLAIM PROCEDURE.** If a third party (including, without limitation, a governmental organization) asserts a claim against a Party to this Lease and indemnification in respect of such claim is sought under the provisions of this Article 7 by such Party against another Party to this Lease, the Party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than 10 Business Days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the Party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. The Parties agree to cooperate in defending such third party claims and the defending Party shall have access to records, information and personnel in control of the other Party or Parties which are pertinent to the defense thereof.

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

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

## **Article 8.**

### **Damage, Destruction and Condemnation.**

#### **8.1. DAMAGE OR DESTRUCTION TO PREMISES.**

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

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

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

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

8.1.2.3. TOTAL DESTRUCTION. Except as otherwise provided in Section 8.1.2.5 below, if (i) the Premises or the Amtrak Complex are totally or substantially damaged or destroyed from any cause and Landlord decides not to rebuild, or (ii) the Premises are rendered untenable in whole or in substantial part as a result of a fire or other casualty, and/or so damaged as to materially and adversely affect Tenant's business that it cannot operate and repairs as reasonably estimated by Landlord will take one hundred twenty (120) days or longer from the date of the casualty to complete, then either Party may terminate this lease within thirty (30) days from the date of the casualty by providing written notice to the other Party and all Rent owed up to the time of such damage or destruction shall be paid by Tenant and thenceforth this Lease shall terminate. In the event this Lease is not terminated, Landlord shall diligently pursue the repairs and Rent as provided for herein shall abate until such time as the Premises are made tenantable as determined by Landlord in its reasonable judgment.

8.1.2.4. OBLIGATION TO REBUILD. If Landlord decides to rebuild the Premises, then Landlord shall commence and prosecute any repair work promptly and with reasonable diligence but shall only be obligated to restore or rebuild the Premises to Building Standard Condition; provided, however, Tenant may cause Landlord to rebuild or restore the Premises to the condition it was in prior to such damage or destruction if Tenant bears the cost, including rentals which are lost due to any excess construction time, of such restoration or rebuilding to the extent the same exceeds the costs Landlord would have incurred had only Building Standard improvements (as that term is defined in Section 2.1.10 above) been constructed.

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

## 8.2. CONDEMNATION.

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

8.2.2. **PARTIAL TAKING.** If less than the whole of the Premises, or less than such portion thereof as shall make the Premises unusable as of the Taking Date, is taken, Base-Plus Rent, Additional Rent, and any other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land).

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

### **Article 9.**

#### **Maintenance and Repairs.**

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

9.1.1. Maintaining the Amtrak Complex in an attractive and fully operative condition.

9.1.2. Keeping in good working order, condition, and repair the foundation, roof, and structural portions of exterior walls of the Amtrak Complex; the exterior windows, exterior doors, exterior plate glass, and exterior walls of the Amtrak Complex including those that are contained in the Premises; all plumbing and sewer lines including, but not limited to, the common lines and the interior lines in the Premises; the HV/AC equipment servicing the Premises regardless of its location; the electrical and lighting facilities and equipment within the Premises, except for the replacement of light



bulbs within such fixtures; and the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the Common Areas.

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

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

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

9.2. TENANT'S OBLIGATIONS. Tenant, at its sole cost and expense, shall keep in good order, condition and repair those components within the Premises not included in the list of Landlord's obligations in Section 9.1 above. As such, Tenant's obligations include, but are not limited to, keeping in good order and repair the interior walls and interior surfaces of exterior walls, ceilings, windows, doors and plate glass located within or upon the Premises. All repairs made by Tenant shall be at least of the same quality, design and class as that of the original work.

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

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

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

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

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

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

- 9.3.4.1. any power wiring or power panels; lighting or lighting fixtures;
- 9.3.4.2. any millwork and cabinetry;
- 9.3.4.3. any wall coverings; drapes, blinds or other window coverings;
- 9.3.4.4. any carpets or other floor coverings;
- 9.3.4.5. any heaters, air conditioners, or any other heating or air conditioning equipment; or
- 9.3.4.6. any fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations.

9.4. UTILITIES. Tenant shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Premises, including, but not limited to, gas, water, (including water for domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services, or any similar service. In the event that any charge for any utility supplied to the Premises is not paid by Tenant to supplier when due, then Landlord may, but shall not be required to, pay such charge for and on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord as Additional Rent promptly upon demand. Additionally, if Landlord shall elect to supply any utilities to the Premises, then Tenant shall pay to Landlord the cost of its utility consumption and the cost of supplying separate metering devices if necessary. Landlord agrees that the cost to Tenant of any utilities supplied by Landlord shall not exceed the amount Tenant would have paid if it independently obtained such service from the local utility supplier. Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Landlord's alteration, repair or improvement of the Premises or the Amtrak Complex.

#### **Article 10.**

##### **Default and Remedies; Landlord's Lien for Rent.**

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

##### **10.2. DEFAULT BY TENANT.**

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

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

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

10.2.1.3. the vacation or abandonment by Tenant of the Premises or any part thereof during the Term or any continuation thereof;

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

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

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

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

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

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

10.2.2. LANDLORD'S REMEDIES. Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to the remedies as follows below, which

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

10.2.2.1. Landlord may terminate this Lease and dispossess Tenant;

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

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

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

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

10.2.4.2. the cost of restoring the Premises to Building Standard Condition (as that term is defined in Section 2.1.11 above), normal wear and tear excepted;

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

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

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

10.2.5. RIGHT TO RELET.

10.2.5.1. COLLECTION OF RENT; CREDIT TO TENANT. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating

this Lease pursuant to Section 10.2.2.2 above, Tenant shall continue to be liable for all Rent and Landlord shall endeavor to mitigate its damages by exercising commercially reasonable efforts to relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to, lesser than, or greater than the remainder of the Term. Tenant shall be given a credit against the Rent due from Tenant to Landlord during the remainder of the Term in the net amount of rent received from the new tenant; however, the net amount of rent received from the new tenant shall first be applied to:

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

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

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

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

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

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

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



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

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

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

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

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

10.4. HOLDING OVER. If Tenant holds over after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as rent for the Premises one hundred fifty percent (150%) of the amount of Monthly Base-Plus Rental then payable for the entire holdover period calculated and prorated on a daily basis. No holding over by Tenant after the Term shall be construed to extend the term of this Lease. In the event of any unauthorized holding over in excess of sixty (60) days, Tenant shall indemnify Landlord in accordance with Article 7 above against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises effective upon the termination of this Lease, and for all other actual losses, costs, and expenses, including reasonable attorneys' fees, incurred by reason of such holding over. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease a lease from month to month.

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

**Article 11.**  
**Protection of Lenders.**

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

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

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

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

- 11.2.1. a description of any renewal or expansion options, if any;
- 11.2.2. the amount of rent currently and actually paid by Tenant under this Lease;
- 11.2.3. that the Lease is in full force and effect as modified;

11.2.4. that Tenant is in possession of the Premises;

11.2.5. stating whether either Landlord or Tenant is in default under the Lease and, if so, summarizing such default(s); and

11.2.6. stating whether Tenant or Landlord has claims against the other Party and, if so, specifying with particularity the nature and amount of such claim.

## **Article 12.**

### **Telecommunications.**

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

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

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

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

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

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

12.5. REMOVAL OF TELECOMMUNICATIONS EQUIPMENT. Any and all Telecommunications Equipment installed in the Premises or elsewhere in the Amtrak Complex by

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

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

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

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

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

12.6.2.2. prior to commencement of any work in or about the Amtrak Complex by the Telecommunications Services provider, the Telecommunications Services provider shall supply Landlord with the written insurance and indemnities as required in Article 6 and Section 7.1 above, respectively, and with any financial statements, and such other items as Landlord reasonably determines to be necessary to protect its financial interests and the interests of the Amtrak Complex relating to the proposed activities of the Telecommunications Services provider;

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

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

12.6.2.5. the Telecommunications Services provider agrees to abide by Landlord's requirements, if any, that the Telecommunications Services provider use

existing the Amtrak Complex conduits and pipes or use building contractors, or other contractors approved by Landlord;

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

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

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

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

12.7. WIRELESS TELECOMMUNICATIONS EQUIPMENT. Other than usual and customary cellular telephones and routers, Tenant shall not utilize any wireless Telecommunications Equipment, including antennae and satellite receiver dishes, in or on the Amtrak Complex, without Landlord's prior written consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Amtrak Complex, and the other tenants therein, in a manner similar to the arrangements described in this Article 12.

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



**Article 13.**  
**Miscellaneous Provisions.**

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

13.2. **SECURITY DEPOSIT.** Tenant shall not be required to pay a security deposit to Landlord.

13.3. **INTERPRETATION.** The captions of the Paragraphs of this Lease are to assist the Parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, subcontractors, invitees, successors or others using the Premises or the Amtrak Complex with Tenant's expressed or implied permission. This Lease shall not be construed more or less favorably with respect to either Party as a consequence of the Lease or various provisions hereof having been drafted by one of the Parties hereto.

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

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

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

13.5.1.1. by hand delivery;

13.5.1.2. by certified mail, return receipt requested; or

13.5.1.3. by guaranteed overnight delivery service.

13.5.2. Notices to Tenant shall be delivered to the address specified in the introductory paragraph of this Lease, with a copy to the following:

Domi Education, Inc.  
\_\_\_\_ Railroad Ave.  
Tallahassee, FL 32301  
Attn: David Lawson

With a copy delivered to:

Jack E. Kiker, III, Esq.  
Williams, Gautier, Gwynn, DeLoach & Sorenson, P.A.  
2010 Delta Blvd.  
Tallahassee, FL 32303

13.5.3. Notices to Landlord shall be delivered to:

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

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

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

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

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

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

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

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

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

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

13.13. AUTHORITY.

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

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

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

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

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

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

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

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

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

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

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

13.15. COUNTERPART. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete

of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

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

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

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

13.19. BROKER'S FEE.

13.19.1. REPRESENTATION. Landlord and Tenant covenant, represent, and warrant to each other, with regard to any dealings or negotiations with any broker or agent in connection with the consummation of this Lease, that the only such dealings and negotiations have been with Graham Stewart, on behalf of Landlord (the "Landlord Broker"), and no one on behalf of Tenant ("Tenant's Broker").

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

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

13.20. WAIVER OF TRIAL BY JURY. Landlord and Tenant each hereby knowingly, intentionally and voluntarily waive trial by jury in any action, proceeding or counterclaim brought



by either of the Parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease.

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

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

13.23. **LANDLORD ASSIGNMENT.** Subject to Section 13.1 above, Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment shall operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer.

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

13.25. **HAZARDOUS MATERIAL.**

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

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

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

13.25.1.3. chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted Hazardous waste", or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and

Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Federal Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Clean Water Act, 33 U.S.C. §1151, et seq.; the National Environmental Policy Act, 42 U.S.C. §1857, et seq.; the Regulations of the Environmental Protection Agency, 33 C.F.R. and 40 C.F.R.; Chapters 373, 376, 380 and 403 of the Florida Statutes and rules related thereto, including Chapters 17, 27 and 40 of the Florida Administrative Code; and all Leon County environmental protection ordinances or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

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

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

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

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

13.25.4. Tenant shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) related to the use, condition or occupancy of the Premises, regardless of when they become effective, including, without limitation, all Hazardous Materials Laws (collectively, “Laws”). Landlord shall comply with all Hazardous Materials Laws with respect to common areas of the Amtrak Complex. Tenant shall promptly cure and satisfy all Hazardous Materials claims arising out of or by reason of the activities or businesses of Tenant, its sub-tenants, or the agent contractors, businesses

or employees of Tenant or any sub-tenant. Nothing done by Tenant in its use of occupancy of the Premises shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to the Amtrak Complex.

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

13.25.6. Tenant shall not cause or permit (i) any Hazardous Material to be brought upon, kept or used in or about the Premises or the Amtrak Complex by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, other than drinking cups, office supplies and similar substances commonly found in commercial office buildings and in Tenant's business in quantities or concentrations that do not violate any Laws and (ii) any violation of the Laws. If Tenant breaches the obligations stated in the preceding sentence, or if contamination of the Premises by Hazardous Material occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, or if Tenant's activities or those of its contractors, agents, employees, businesses (or those of its subtenants) result in or cause a Hazardous Materials Claim, except if caused by Landlord's negligence or willful misconduct, then Tenant shall indemnify, defend, protect and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Amtrak Complex, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Amtrak Complex, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Amtrak Complex caused by Tenant and not by Landlord's negligence or willful misconduct. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

13.25.7. Incidents Triggering Landlord Requirements. In the event of the occurrence of any of the following incidents involving Hazardous Materials, Landlord shall, at its sole cost and expense, promptly take all action in response to such situation required by Hazardous Materials Laws. Landlord's responsibility shall extend only to

incidents involving Hazardous Materials in the Amtrak Complex, exclusive of the Premises to the extent caused by Tenant, except if caused by Landlord's negligence or willful misconduct. The incidents giving rise to such requirements of Landlord include, but are not limited to, the following:

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

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

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

13.25.7.4. activity by Landlord creating a nuisance.

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

13.25.8.1. any release, threatened release, or disposal of any Hazardous Materials at the Amtrak Complex by Landlord; or

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

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

#### **Article 14. Services**

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

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

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


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


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

14.2. In the event of an interruption of services for the Common Areas, Landlord will use commercially reasonable efforts to cause the restoration of any such interrupted services.

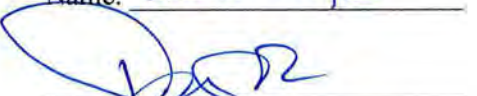
IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
Name: Jack E. Kucan, II

  
Name: Ken Morris

  
Name: Jack E. Kucan, III


  
Name: Daniel J. Rigo

ATTEST:  
Bob Inzer, Clerk of the Court,  
Leon County, Florida

BY:   
Name: Bob Inzer



**DOMI EDUCATION, INC.**

By:   
Micah T. Widen  
Its Executive Director

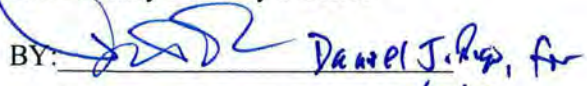
Date: 10/29/13  
(Corporate Seal)

**LEON COUNTY, FLORIDA**

By:   
Vincent S. Long  
Its County Administrator

Date: 10.29.13

Approved as to Form:  
Leon County Attorney's Office

BY:   
Herbert W. A. Thiele, Esq. 10/29/13



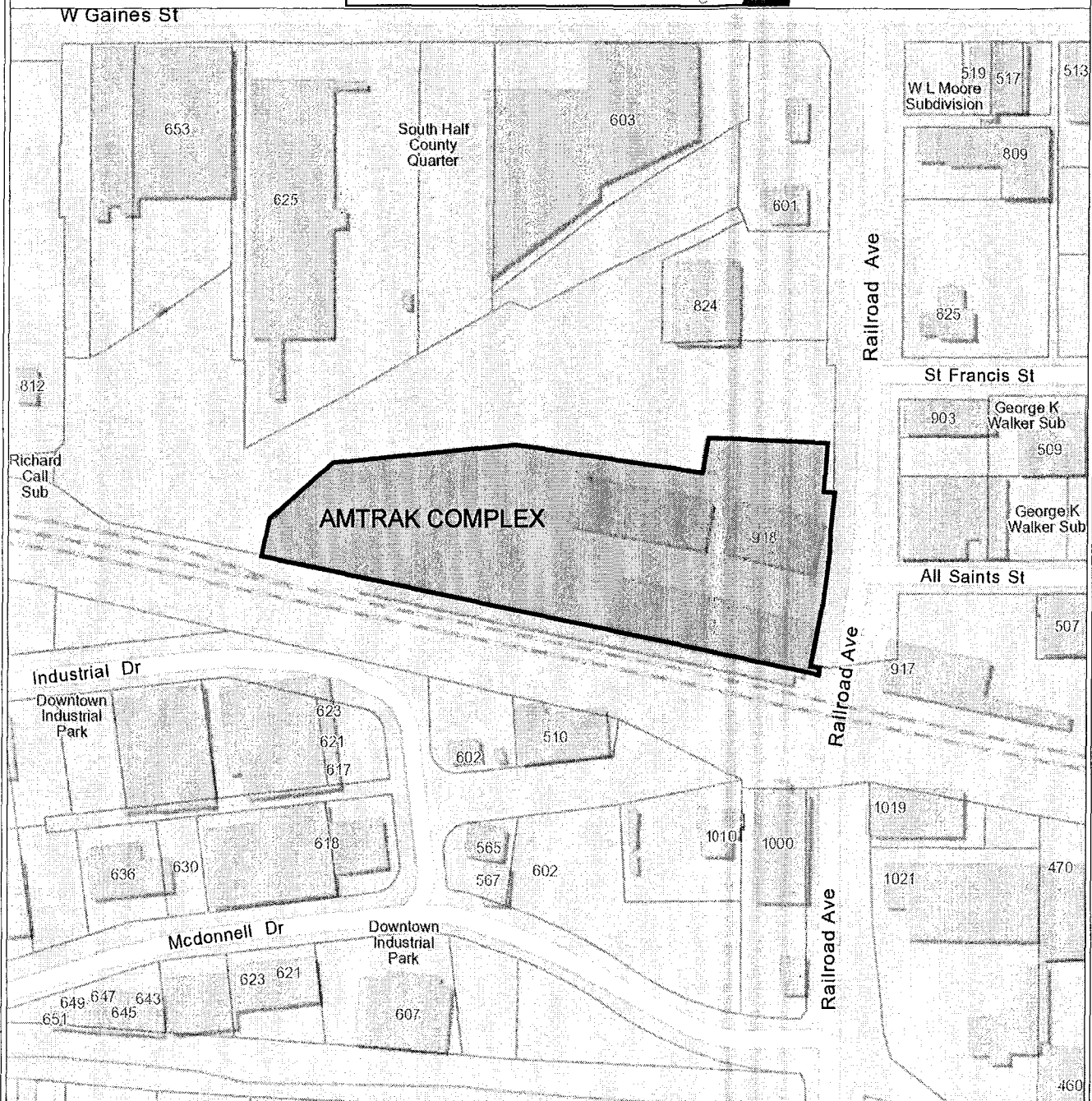
## Exhibit "A"

315 S. Calhoun St  
Tallahassee, FL 32301

**Bert Hartsfield, CFA**  
Leon County Property Appraiser



Phone - (850) 606-6200  
www.leonpa.org



### Amtrak Complex

Legend	
	Parcels
	River
	Waterbody
	Buildings
	Parks
	Hospital
	Retail Center
	Stadium
	School, College or University
	City
	Unincorporated County

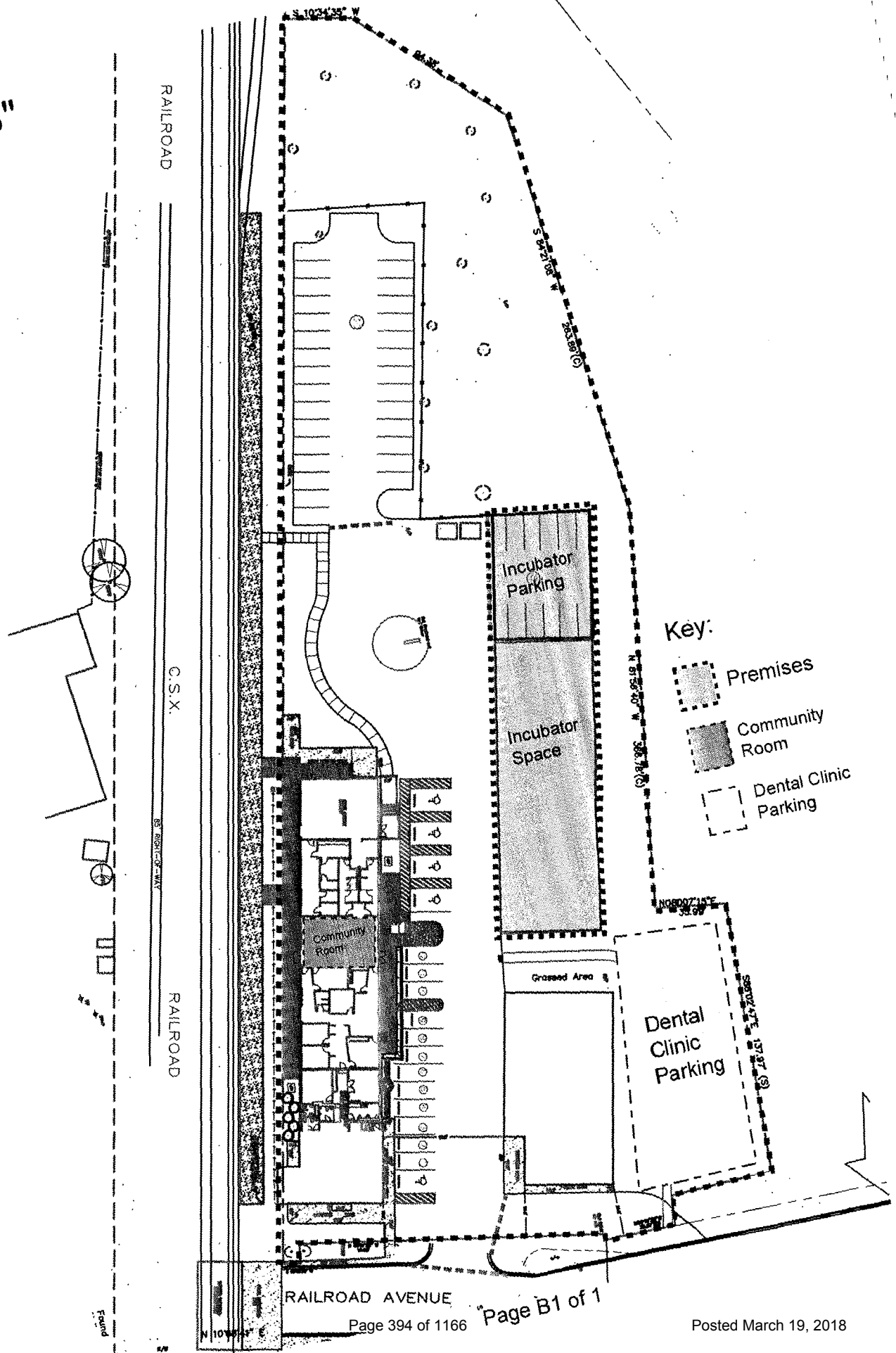
0 115 230 460 Feet

Date Drawn: Oct 16, 2013



**DISCLAIMER:** This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Exhibit "B"



RAILROAD AVENUE

Page 394 of 1166

Page B1 of 1

Posted March 19, 2018

## Exhibit “C”

### **PROGRAMMING AND COMMUNITY COLLABORATION REQUIREMENTS**

The terms used in this Exhibit “C” shall have the same meanings as ascribed to them in the Lease. Tenant’s provision of Incubation Management and Operation Services shall require compliance with and satisfaction of the following guidelines and requirements:

1. Tenant shall have full discretion with regard to all matters relating to members of the Business Incubator program (hereinafter referred to as “Members”) including, but not limited to, the selection of, investment in, and the graduation or removal of Members.
2. Tenant shall provide to Members comprehensive Business Incubator services including, but not limited to, access to mentors, a continual learning environment through workshops and guest speakers, and guidance on product development to help secure private investment.
3. When appropriate, Tenant shall utilize, coordinate, and partner with local economic development support organizations and institutions of higher learning including, but not limited to, the Economic Development Council (the “EDC”), the FAMU Small Business Development Center, Innovation Park, Florida State University, Florida A&M University, Tallahassee Community College, and The Jim Moran Institute to fulfill its programming and community collaboration requirements.
4. Tenant shall partner with the County and EDC to host two ‘open house’ events each year on the Premises to feature the Business Incubator and its Members, their startup businesses, and the Business Incubator partners.
5. Tenant shall partner with the EDC to host and coordinate two private social activities on the Premises each year to help immerse the Members with local business leaders. The use of the Premises for such collaborative activities shall be provided free of charge to the EDC who would be responsible for all other costs associated with the activities.
6. Tenant shall partner with the EDC to offer, at a minimum, quarterly training opportunities for local entrepreneurs that are not affiliated with Tenant’s Business Incubator program. Said training shall be coordinated by the EDC in conjunction with Tenant and may take place on the Premises or at another location as mutually agreed to by Tenant and the EDC.
7. Tenant shall take the lead in developing two signature events each year, with the County serving as a co-host, that are designed to attract, develop, and showcase the local technology workforce and community (for example, Startup Weekend, Codefest, Hackathon, etc.). Said events shall be designed to attract a diversity of participants that also help bridge both town and gown technology communities. One of the required events shall be held during National Entrepreneur Month in November of each year.
  - a. These signature events shall not conflict with a regularly scheduled meeting of the County’s Board of County Commissioners (the “BOCC”), the Blueprint 2000

Intergovernmental Agency (the "IA), or the EDC. For purposes of compliance with this requirement, Tenant hereby acknowledges that the BOCC regularly meets two times per month, and that the IA and the EDC regularly meet one time per month.

8. Tenant shall authorize the County, the EDC, and the local institutions of higher learning to promote Tenant's Business Incubator program and its Members, activities, and success stories in an effort to enhance the awareness of the Business Incubator program. Tenant may reserve the right to approve written promotional materials so that sensitive and/or other non-public information is not inadvertently published.
9. With the support and assistance from the County and local economic development organizations, Tenant shall make all reasonable efforts to encourage successful startup businesses to grow their business in Leon County.

## **Exhibit “D”**

### **REPORTING REQUIREMENTS**

The terms used in this Exhibit “D” shall have the same meanings as ascribed to them in the Lease. Tenant’s provision of Incubation Management and Operation Services shall require compliance with and satisfaction of the following guidelines and requirements:

1. Tenant shall maintain a website that offers a profile of members of the Business Incubator program (hereinafter referred to as “Members”) and links to Members’ individual company websites and website pages.
  - a. The County Seal shall be prominently displayed on Tenant’s Business Incubator home page under the section for sponsors and partners.
2. The County may require up to three oral reports or presentations each year to be delivered to the County’s Board of County Commissioners (the “BOCC”), the Economic Development Council (the “EDC”), or participation in economic development events as determined by the County.
3. A representative from Tenant shall meet with the County’s Director of Economic Development & Business Partnerships once each quarter to discuss the progress of Tenant’s Business Incubator program, programming and space needs, event coordination, and other related matters.
4. The County will require one written report annually by November 1<sup>st</sup> of each year, providing a summation of Tenant’s Business Incubator activities, programs, Members, and businesses over the course of the County fiscal year (October 1<sup>st</sup> – September 30<sup>th</sup>) to include the following information:
  - a. A profile of all Members that resided at Tenant’s Business Incubator during the fiscal year and a brief synopsis of their startup business.
    - i. This shall include a status report of Members from prior years that received investments or had successfully moved beyond Tenant’s Business Incubator, or ‘graduated’ from Tenant’s Business Incubator program, to the extent that such information is reasonably available.
    - ii. A brief explanation of successful Members that relocated to another market, the reasons for their relocation, and the efforts made to retain those Members, to the extent that such information is reasonably available.
    - iii. Beginning with the submission of the annual report on November 1, 2017, Tenant shall include and track the number of jobs created by Members within the Tallahassee MSA. Where possible, this should include data on the valuation of Members’ businesses and median salary information.



- b. The cumulative amount of capital invested in Members' businesses including a listing of the funding sources (for example, Mosley Ventures, FSU Angels, Vision 2020, In-Market Private Investor, Out-of-Market Private Investor) and the total amount of funds secured from outside the Tallahassee MSA.
  - i. Tenant will not be required to disclose the specific amount of funds invested by each such funding sources unless there happens to be a singular investor.
  - ii. Tenant will not be required to disclose the names of individual investors or their specific amount of investment.
  - iii. Tenant will not be required to disclose the amount of funds invested in to individual Members.
- c. A summary of the membership levels for Tenant's Business Incubator and the price structure for such membership levels.
- d. A summary of the community and public events hosted, or participated in, by Tenant including the purpose of the event, the number of participants, and other pertinent information.
- e. Prospective community and public events planned for the next fiscal year.
- f. Recognition of community partners that supported Tenant's Business Incubator and its Members with either financial contributions or in-kind contributions.

## **Exhibit “E”**

### **RULES AND REGULATIONS AMTRAK COMPLEX**

**DEFINITIONS.** For all purposes of these rules and regulations, the following terms shall have the meanings ascribed to them herein:

“Amtrak Complex” means the 2.47-acre parcel, and the improvements contained thereon, located on the west side of Railroad Avenue and abutting the north boundary of the railroad right-of-way, identified by the Leon County Property Appraiser as Parcel ID 4101202050000, and depicted in Exhibit “A” attached to the Lease.

“Premises” means collectively those portions of the Amtrak Complex occupied exclusively by Tenant and depicted on Exhibit “B” of the Lease as the Incubator Space and Incubator Parking.

“Common Areas” means the areas on the Amtrak Complex designated by Landlord, from time to time, for use in common by all tenants and occupants of the Amtrak Complex including, but not limited to, the parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, and loading areas.

“Business Incubator” means the business support program operated by Tenant in the Premises.

“Board” means the Leon County Board of County Commissioners.

“Applicable Laws” means mean any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Amtrak Complex including, but not limited to, the U. S. Department of the Interior and the Florida Division of Historical Resources with regard to the Amtrak Complex being listed on the National Register of Historic Places, the Board of Fire Underwriters, and the Americans with Disabilities Act (the “ADA”) and all regulations and orders promulgated pursuant to the ADA.

**RULES AND REGULATIONS.** Tenant shall observe the following rules and regulations for the Amtrak Complex. Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care and operation or use of the Amtrak Complex or the Premises.

1. All loading and unloading of goods on or about the Amtrak Complex shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.

2. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or the Amtrak Complex.
3. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any Tenant's refuse or rubbish.
4. No aerial, antenna, satellite dish or similar device shall be erected on the roof or exterior walls of the Premises, or on or about the Amtrak Complex, without the prior written consent of Landlord. Any such device so installed without such consent shall be subject to removal without notice at any time, without liability to the Landlord therefor; costs incurred by Landlord for such removal shall be paid by Tenant.
5. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
6. Tenant shall keep the Premises at a temperature sufficient to prevent freezing of water in pipes and fixtures.
7. Tenant shall not place or permit any obstruction or equipment outside the Premises without the prior written consent of Landlord.
8. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant whose employees, agents or invitees shall have caused same. Tenant shall be responsible for all sanitary sewer lines up to the limit of Tenant's private sewer line, whether or not such lines are located within the Premises.
9. Tenant shall not burn any trash or garbage of any kind on or about the Amtrak Complex.
10. Tenant, its employees, and its Business Incubator participants shall park their motor vehicles only in those parking area designated for that purpose by Landlord, and upon request, Tenant shall provide Landlord with a list of the motor vehicle license tag numbers for its employees and Business Incubator occupants. If Tenant is in violation of this rule, Landlord shall have the right to tow said vehicles at Tenant's expense.
11. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other occupants of the Amtrak Complex or their employees, agents, customers or invitees.
12. Neither Tenant nor its agents, contractors, employees, or Business Incubator participants shall enter upon the roof of the Premises at any time without the prior written approval of Landlord.

13. Neither Tenant nor its agents, contractors, employees, or Business Incubator participants shall solicit business in the parking area or other Common Areas of the Amtrak Complex, nor shall Tenant, its agents, contractors, employees, or Business Incubator participants distribute or display any handbills or other advertising matter in or on automobiles or other vehicles parked in such areas. If any such materials are distributed, Tenant shall pay Landlord for the cost of cleanup.
14. There shall be no commercial use of any of the Common Area without the prior written consent of Landlord.
15. The sale of alcoholic beverages is prohibited on or about the Amtrak Complex, including the Premises. However, alcoholic beverages may be served at social functions and other such events in accordance with any and all Board policies, and any and all other Applicable Laws.
16. For any social functions and other such events on or about the Amtrak Complex, including the Premises, Tenant shall be responsible for ensuring compliance with these rules and regulations, any applicable Board policies, and any and all other Applicable Laws including, but not limited to, the following:
  - a. All safety and fire prevention rules shall be observed, and all open flames, sparks or other possible fire-producing materials are prohibited;
  - b. The posted room and area occupancy shall not be exceeded;
  - c. Tenant, at Tenant's expense, shall be responsible for crowd control; and
  - d. Tenant, at Tenant's expense, shall provide its own tables, chairs, setups and takedowns, and cleanup and utilities for such social functions and events and, in the event of a cancellation, shall notify Landlord of such cancellation as soon as possible.

**MEMORANDUM OF LEASE COMMENCEMENT**  
(Business Incubator Facility - Amtrak Complex)

THIS MEMORANDUM OF LEASE COMMENCEMENT is made and entered into as of this \_\_\_\_ day of May, 2014, by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, ("Landlord"), and **DOMI EDUCATION, INC.**, a Florida nonprofit corporation ("Tenant") with respect to that certain Lease between Landlord and Tenant dated as of October 29, 2013, of which this Memorandum of Commencement is a part (the "Lease").

Landlord and Tenant hereby confirm that the Commencement Date of the Lease shall be June 1, 2014, and that the Term shall expire five (5) years thereafter, unless the Term is continued or the Lease is terminated pursuant to the terms thereof, and that these dates shall be conclusive for all purposes of the Lease. Tenant also hereby gives notice of the assignment of a street number to establish its street address at the Premises as 914 Railroad Avenue, which shall hereafter be used for purposes of copying notices to Tenant as provided in Section 13.5.2 of the Lease.

Additionally, in accordance with Section 5.11.2.1 of the Lease, the following list of items is provided to represent the entirety of Tenant's Business Equipment, as that term is defined in Section 5.11.2 of the Lease:

Tenant's Business Equipment

\_\_\_\_\_  
No such equipment or trade fixtures have been affixed to, or otherwise  
\_\_\_\_\_  
installed in, the Premises.  
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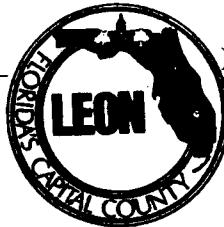
[SIGNATURE PAGE FOLLOWS THIS PAGE]



IN WITNESS WHEREOF, Landlord and Tenant have executed this document as of the first date set forth in the first paragraph above.

**DOMI EDUCATION, INC.**

By: [Signature]  
Micah T. Widen  
Its: Executive Director  
Date: 5/29/14



**LEON COUNTY, FLORIDA**

By: [Signature]  
Vincent S. Long  
Its: County Administrator  
Date: 5-30-14

**ATTEST:**

Bob Inzer, Clerk of the Court,  
Leon County, Florida

By: [Signature]  
Name: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

By: [Signature] Daniel J. Rigo, for  
Herbert W. A. Thiele, Esq. 5/29/14

**BUSINESS INCUBATOR FACILITY  
FIRST AMENDMENT TO LEASE AGREEMENT  
(Amtrak Complex)**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made as of the "Effective Date" (as defined in paragraph 4 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is 301 S. Monroe Street, Tallahassee, FL 32301 ("Landlord") and **DOMI EDUCATION, INC.**, a Florida nonprofit corporation ("Tenant"), whose mailing address is 1207 Terrace Street, Tallahassee, FL 32303 (hereinafter the County, as Landlord, and Tenant may be referred to as "Party" individually or "Parties" collectively).

W I T N E S S E T H:

WHEREAS, Landlord and Tenant were parties to that certain lease agreement dated October 29, 2013 (the "2013 Lease"), whereby Tenant leased from Landlord the Premises as defined in the 2013 Lease at Section 1.3.2; and

WHEREAS, Landlord and Tenant wish to amend the terms of the 2013 Lease to modify Article 12, Telecommunications, to provide for a reimbursement from Landlord to Tenant to cover a portion of Tenant's expense for Telecommunications Services comprising high-speed fiber optic internet service.

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

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated herein as if again set forth in their entirety.

2. Amendment. This First Amendment shall be attached and incorporated into the 2013 Lease and thereby become a part thereof by this reference.

3. Lease Remains in Full Force and Effect. Except as modified by the provisions hereinbelow, the 2013 Lease shall remain in full force and effect. The 2013 Lease and any modifications thereto as provided herein shall be hereinafter collectively referred to as the "Lease."

4. Effective Date. This First Amendment shall become effective upon full execution hereof by both Parties.

5. Modifications to Article 5, Tenant Improvements. Section 5.1, Definitions, of Article 5 of the Lease shall be modified with the amendment to Section 5.1.3 therein as follows:

a. Section 5.1.3 of the Lease shall be amended to read as follows:

5.1.3 "Landlord's Contribution" shall mean Landlord's contribution to the cost of any Tenant Improvements or to the cost of Telecommunications Services, as that term is defined in

Section 12.2 below. Such contribution may be a cash reimbursement to Tenant or in the form of a contribution of labor and/or materials provided by Landlord.

6. Modifications to Article 12, Telecommunications. Article 12 of the Lease shall be modified with the amendments to those certain sections therein as follows:

a. Section 12.2 of the Lease shall be amended to read as follows:

12.2 IN GENERAL. Except as provided in Section 12.9 below, all Telecommunications Services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All alterations, modifications, replacements, or installations of Tenant's Telecommunications Equipment, other than those involving only wiring for workstation operations within the Premises, shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Unless Landlord otherwise requests or consents in writing, all of Tenant's Telecommunications Equipment shall be and remain solely in the Premises and the telephone closet(s) designated to serve the Premises, in accordance with rules and regulations adopted by Landlord from time to time.

b. A new Section 12.9 shall be added to the Lease to read as follows:

12.9 LANDLORD'S CONTRIBUTION FOR TELECOMMUNICATIONS SERVICES. Commencing on October 1, 2015 and continuing through September 30, 2018, Landlord shall contribute to Tenant's cost for its Telecommunications Services ("Landlord's Contribution") by making quarterly payments to reimburse Tenant for its high-speed fiber optic internet service to the Premises ("Broadband Internet"), subject to the following terms and conditions:

12.9.1 Landlord and Tenant acknowledge and agree that Landlord's Contribution shall be subject to such funds being appropriated by the Board of County Commissioners and, if such funds are not made available by appropriation, the failure to provide such Landlord's Contribution shall not be deemed to be an event of default by Landlord.

12.9.2 Except as provided in Section 12.9.2 below, Landlord's Contribution shall reimburse Tenant quarterly in arrears for Tenant's actual costs incurred for Broadband Internet in the previous three-month period

("Quarter") just ended, based on invoices provided to Landlord.

12.9.3 The first quarterly Landlord's Contribution on October 1, 2015, rather than a reimbursement for actual costs in the quarter just ended, shall be deemed to be a grant contribution to Tenant to assist with Tenant's cost for installation and start-up of its Broadband Internet. Such Landlord's Contribution shall be in the amount of Five Thousand Seven Hundred and 00/100 Dollars (\$5,700.00), calculated as one-quarter of the estimated first-year cost for Tenant's Broadband Internet, and shall be paid to Tenant no later than October 16, 2015.

12.9.4 Any and all of Landlord's Contributions after October 1, 2015 shall be paid by Landlord no later than 30 days after Landlord's receipt of an invoice reflecting Tenant's actual costs incurred for Broadband Internet in the previous quarter just ended. Such invoices shall be delivered to Property Manager as identified in Section 1.5 above.

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]

Name: Lucas Lindsey

[Signature]

Name: Christine Urban

[Signature]

Name: Stephanie Holloway

[Signature]

Name: Lindsay Jordan

ATTEST:

Bob Inzer, Clerk of the Court,  
Leon County, Florida

By: [Signature]

Name: John Stott

**DOMI EDUCATION, INC.**

By: [Signature]

Michah T. Widen  
Its Executive Director

Date: 8/17/15

**LEON COUNTY, FLORIDA**

By: [Signature]

Vincent S. Long  
Its County Administrator

Date: 8.20.15



Approved as to Form:  
Leon County Attorney's Office

By: [Signature]

Herbert W. A. Thiele, Esq.



**BUSINESS INCUBATOR FACILITY  
SECOND AMENDMENT TO LEASE AGREEMENT  
(Amtrak Complex)**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") is made as of the "Effective Date" (as defined in paragraph 4 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is 301 S. Monroe Street, Tallahassee, FL 32301 ("Landlord") and **DOMI EDUCATION, INC.**, a Florida nonprofit corporation ("Tenant"), whose mailing address is 914 Railroad Avenue, Tallahassee, FL 32310 (hereinafter the County, as Landlord, and Tenant may be referred to as "Party" individually or "Parties" collectively).

**WITNESSETH:**

WHEREAS, Landlord and Tenant were parties to that certain lease agreement dated October 29, 2013 (the "2013 Lease"), whereby Tenant leased from Landlord the Premises as defined in the 2013 Lease at Section 1.3.2; and

WHEREAS, the 2013 Lease was amended by that certain First Amendment to Lease Agreement effective August 20, 2015 (the "First Amendment") to modify Article 12, Telecommunications, to provide for a reimbursement from Landlord to Tenant to cover a portion of Tenant's expense for Telecommunications Services comprising high-speed fiber optic internet service, whereafter the 2013 Lease and the First Amendment were collectively referred to as the "Lease"; and

WHEREAS, Landlord and Tenant wish to amend the terms of the Lease to modify Exhibits "C" and "D" to include Landlord's operational support by providing broadband services through fiscal year 2018, and to replace references to the now-defunct Economic Development Council (the "EDC") with its replacement entity known as the Tallahassee-Leon County Office of Economic Vitality (the "OEV").

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

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated herein as if again set forth in their entirety.

2. Amendment. This Second Amendment shall be attached and incorporated into the Lease and thereby become a part thereof by this reference.

3. Lease Remains in Full Force and Effect. Except as modified by the provisions hereinbelow, the 2013 Lease shall remain in full force and effect. The 2013 Lease and any modifications thereto as provided herein shall be hereinafter collectively referred to as the "Lease."

4. Effective Date. This Second Amendment shall become effective upon full execution hereof by both Parties.

5. Modifications to Exhibit "C." Exhibit "C" of the Lease, Programming and Community Collaboration Requirements, shall be replaced with the modified Exhibit "C"

attached hereto, which amends paragraph 2. therein with additional language to address Landlord's Contribution to the cost of Tenant's Broadband Internet service, and replaces references to the now-defunct EDC with its replacement entity known as the OEV.

6. Modifications to Exhibit "D." Exhibit "D" of the Lease, Reporting Requirements, shall be replaced with the modified Exhibit "D" attached hereto, which removes references to the now-defunct EDC and its officers and replaces such references with the appropriate replacement entities and individuals.

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

DOMI EDUCATION, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Stephanic Holloway  
Name: Stephanic Holloway  
Christine Coble  
Name: Christine Coble

By: [Signature]  
Lucas Lindsey  
Its Executive Director

Date: January 2, 2017

LEON COUNTY, FLORIDA

By: [Signature]  
Vincent S. Long  
Its County Administrator

Date: 1.6.17

ATTEST:

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

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

Approved as to Form:  
Leon County Attorney's Office

By: [Signature] Daniel J. Rigo, for  
Herbert W. A. Thiele, Esq.



## Exhibit "C"

### **PROGRAMMING AND COMMUNITY COLLABORATION REQUIREMENTS**

The terms used in this Exhibit "C" shall have the same meanings as ascribed to them in the Lease. Tenant's provision of Incubation Management and Operation Services shall require compliance with and satisfaction of the following guidelines and requirements:

1. Tenant shall have full discretion with regard to all matters relating to members of the Business Incubator program (hereinafter referred to as "Members") including, but not limited to, the selection of, investment in, and the graduation or removal of Members.
2. Tenant shall provide to Members comprehensive Business Incubator services including, but not limited to, access to mentors, a continual learning environment through workshops and guest speakers, and guidance on product development to help secure private investment.
  - a. In support of such Business Incubator services, Tenant shall provide the Premises with availability to Broadband Internet service, as that term is defined in Section 12.9 of the Lease, the cost of which shall be the responsibility of Landlord to the extent provided in Section 12.9 of the Lease. Landlord and Tenant acknowledge and agree that such Broadband Internet service includes the installation of a new fiber optic cable that provides one gigabit of data transport with 100 megabits of dedicated internet access.
3. When appropriate, Tenant shall utilize, coordinate, and partner with local economic development support organizations and institutions of higher learning including, but not limited to, the Tallahassee-Leon County Office of Economic Vitality (the "OEV"), the FAMU Small Business Development Center, Innovation Park, Florida State University, Florida A&M University, Tallahassee Community College, and The Jim Moran Institute to fulfill its programming and community collaboration requirements.
4. Tenant shall partner with the County and OEV to host two 'open house' events each year on the Premises to feature the Business Incubator and its Members, their startup businesses, and the Business Incubator partners.
5. Tenant shall partner with the OEV to host and coordinate two private social activities on the Premises each year to help immerse the Members with local business leaders. The use of the Premises for such collaborative activities shall be provided free of charge to the OEV who would be responsible for all other costs associated with the activities.
6. Tenant shall partner with the OEV to offer, at a minimum, quarterly training opportunities for local entrepreneurs that are not affiliated with Tenant's Business

Incubator program. Said training shall be coordinated by the OEV in conjunction with Tenant and may take place on the Premises or at another location as mutually agreed to by Tenant and the OEV.

7. Tenant shall take the lead in developing two signature events each year, with the County serving as a co-host, that are designed to attract, develop, and showcase the local technology workforce and community (for example, Startup Weekend, Codefest, Hackathon, etc.). Said events shall be designed to attract a diversity of participants that also help bridge both town and gown technology communities. One of the required events shall be held during National Entrepreneur Month in November of each year.
  - a. These signature events shall not conflict with a regularly scheduled meeting of the County's Board of County Commissioners (the "BOCC"), the Leon County-City of Tallahassee Blueprint Intergovernmental Agency (the "IA"), or the OEV. For purposes of compliance with this requirement, Tenant hereby acknowledges that the BOCC regularly meets two times per month, and that the IA meets quarterly.
8. Tenant shall authorize the County, the OEV, and the local institutions of higher learning to promote Tenant's Business Incubator program and its Members, activities, and success stories in an effort to enhance the awareness of the Business Incubator program. Tenant may reserve the right to approve written promotional materials so that sensitive and/or other non-public information is not inadvertently published.
9. With the support and assistance from the County and local economic development organizations, Tenant shall make all reasonable efforts to encourage successful startup businesses to grow their business in Leon County.

## Exhibit "D"

### **REPORTING REQUIREMENTS**

The terms used in this Exhibit "D" shall have the same meanings as ascribed to them in the Lease. Tenant's provision of Incubation Management and Operation Services shall require compliance with and satisfaction of the following guidelines and requirements:

1. Tenant shall maintain a website that offers a profile of members of the Business Incubator program (hereinafter referred to as "Members") and links to Members' individual company websites and website pages.
  - a. The County Seal shall be prominently displayed on Tenant's Business Incubator home page under the section for sponsors and partners.
2. The County may require up to three oral reports or presentations each year to be delivered to the County's Board of County Commissioners (the "BOCC"), the Leon County-City of Tallahassee Blueprint Intergovernmental Agency (the "IA"), or participation in economic development events as determined by the County.
3. A representative from Tenant shall meet with the Tallahassee-Leon County Office of Economic Vitality (the "OEV") once each quarter to discuss the progress of Tenant's Business Incubator program, programming and space needs, event coordination, and other related matters.
4. The County will require one written report annually by November 1<sup>st</sup> of each year, providing a summation of Tenant's Business Incubator activities, programs, Members, and businesses over the course of the County fiscal year (October 1<sup>st</sup> – September 30<sup>th</sup>) to include the following information:
  - a. A profile of all Members that resided at Tenant's Business Incubator during the fiscal year and a brief synopsis of their startup business.
    - i. This shall include a status report of Members from prior years that received investments or had successfully moved beyond Tenant's Business Incubator, or 'graduated' from Tenant's Business Incubator program, to the extent that such information is reasonably available.
    - ii. A brief explanation of successful Members that relocated to another market, the reasons for their relocation, and the efforts made to retain those Members, to the extent that such information is reasonably available.
    - iii. Beginning with the submission of the annual report on November 1, 2017, Tenant shall include and track the number of jobs created by Members

within the Tallahassee MSA. Where possible, this should include data on the valuation of Members' businesses and median salary information.

- b. The cumulative amount of capital invested in Members' businesses including a listing of the funding sources (for example, Mosley Ventures, FSU Angels, Vision 2020, In-Market Private Investor, Out-of-Market Private Investor) and the total amount of funds secured from outside the Tallahassee MSA.
  - i. Tenant will not be required to disclose the specific amount of funds invested by each such funding sources unless there happens to be a singular investor.
  - ii. Tenant will not be required to disclose the names of individual investors or their specific amount of investment.
  - iii. Tenant will not be required to disclose the amount of funds invested in to individual Members.
- c. A summary of the membership levels for Tenant's Business Incubator and the price structure for such membership levels.
- d. A summary of the community and public events hosted, or participated in, by Tenant including the purpose of the event, the number of participants, and other pertinent information.
- e. Prospective community and public events planned for the next fiscal year.
- f. Recognition of community partners that supported Tenant's Business Incubator and its Members with either financial contributions or in-kind contributions.

# Leon County

## Board of County Commissioners

### Budget Discussion Item #4

June 23, 2015

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

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

**Title:** Approval to Redirect \$25,000 QTI Budget Through FY 18 to Support Broadband Internet for Domi Station

<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 Pat Curtis, Director, Management Information Systems Scott Ross, Director of the Office of Management and Budget
<b>Lead Staff/ Project Team:</b>	Michelle Taylor, Network & Technical Services Manager Joshua Pascua, Management Analyst

**Fiscal Impact:**

This item has a fiscal impact. Each year, the Board approves an annual expenditure of \$25,000 earmarked for future use as the County's portion of the Qualified Targeted Industry (QTI) "local match" placed in an escrow account with the Tallahassee-Leon County Economic Development Council (EDC). This item seeks the Board's consideration of a temporary redirection of the Board's annual \$25,000 QTI budget to offset the cost to provide broadband Internet at Domi Station for a period of three years. The County's unencumbered fund balance for QTI incentives is currently \$299,155.

**Staff Recommendation:**

Option #1: Redirect the annual QTI budget of \$25,000 for FY 2016 through FY 2018 to support Broadband Internet for Domi Station.



## **Report and Discussion**

### **Background:**

At the May 12, 2015 Board meeting, the Commission directed staff to bring back a budget discussion item regarding the provision of broadband internet service to Domi Station. The Board has long maintained a strong focus on supporting entrepreneurship as a means of spurring job growth in Leon County. Given the Board's commitment to economic development and partnership with the Domi Station business incubator, this budget discussion item seeks the Board's approval for providing broadband fiber optic internet service at Domi Station. Improved Internet service has been identified as a crucial need by entrepreneurs at Domi Station.

During the FY 2014 budget process, Leon County invested \$250,000 for one-time capital improvements to transform a County-owned warehouse that formerly housed election equipment into a business incubator. On October 29, 2013, Leon County entered into a public-private partnership with Domi Education Inc. (Domi) to operate a business incubator program in the renovated warehouse now known as Domi Station. Under the agreement, Domi Station is operated privately by Domi as a tenant in a county-owned facility. Domi pays the County an at-cost lease (approximately \$3,850 annually) for the Domi Station incubator facility in return for providing the community a comprehensive technology driven business incubator program and related services. Currently, no County tax dollars are used in the operation of Domi Station as Domi's lease payments cover any operational costs of the incubator that the County would bear. The terms of Domi's public-private partnership are explained in detail in the attached lease agreement (Attachment #1). The lease term is for five years, and may be renewed in 2019.

This budget discussion item contemplates providing broadband internet service to Domi Station through a temporary reallocation of the Board's annual \$25,000 QTI budget. The State's QTI tax refund incentive program is available to companies that create high-wage jobs in targeted high value-added industries. The program includes refunds on corporate income, sales, ad valorem and certain other taxes for pre-approved applicants who create the targeted jobs. Traditionally, a QTI local match of 20% is required from the local community where the job creation is occurring, which is split evenly between the County and the City of Tallahassee (City). As part of the QTI application process, the County and City must adopt a resolution indicating their support for the project and their commitment to provide the required match in the form of a reimbursement over the course of several years.

### **Analysis:**

Below, staff provides an analysis of current QTI funding obligations and the opportunity to use QTI funding to support increased Internet service at Domi Station.

### **Qualified Targeted Industry Incentive Program**

Each year, the Board has approved annual expenditures of \$25,000, earmarked for future use as the County's portion of the QTI "local match." These expenditures have been placed in an escrow account at the EDC as part of its annual contract. The QTI assistance is provided on a reimbursement basis and is only released once the required jobs have been created. The EDC and County staff work regularly with business prospects seeking to expand or relocate to Leon County. The most recent company to be awarded QTI assistance was Kaye Scholer, LLP, which is in the process of creating over 100 jobs at an average annual wage of \$54,000 (150% of the average local wage).

The EDC currently has \$355,155 set aside in the County's QTI account, for use in attracting new high-paying jobs to Leon County. Of that amount, \$56,000 has been encumbered for the County's QTI match payments to Kaye Scholer, LLP. Kaye Scholer, LLP is eligible to apply for further QTI reimbursement payments until 2017, at which point the remaining County funds encumbered for QTI payments to Kaye Scholer, LLP would be unencumbered and useable for other QTI projects. \$299,155 is currently unencumbered and available in the County's QTI account for QTI assistance in growing Leon County's economy. This amount is currently sufficient to pledge for new QTI projects without the County's annual QTI fund payment of \$25,000. However, if the Board approves several new QTI projects, the annual \$25,000 QTI payments may be needed to support the County's QTI contribution in future years. This can be managed in a variety of ways once future projects are approved by the Board. Staff will continue to work with the EDC to carefully monitor the progress of QTI reimbursements and keep the Board abreast on the status of the County's QTI fund balance.

### **Domi Station High-speed Fiber Optic Broadband Internet Support**

Domi Station is home to over 125 entrepreneurs that make up 35 startup businesses. In Domi Station's first year of operation, Domi Station companies earned over \$800,000 in revenue and created 18 full-time jobs. Many of these startup companies are technology based and significantly rely on Internet access to develop and grow their business. Domi is currently seeking a significant increase in their Internet service that will greatly assist entrepreneurs at Domi Station. This Internet service increase will require capital improvements in the form of a new fiber optic cable being installed to connect Domi Station to an existing fiber optic data line. Based on the Internet demands by Domi Station entrepreneurs, the new fiber line would initially provide one gigabit of data transport with 100 megabits of dedicated Internet access (symmetrical, for both uploading and downloading) and this level of service is easily scalable should Domi Station's bandwidth requirements increase in the future.

Leon County's Office of Human Services and Community Partnerships (HSCP), located next to Domi Station at the Amtrak Complex, currently has broadband Internet via a fiber-optic data line. Staff examined creating a connection from the HSCP office to Domi Station to allow Domi Station members access to the Leon County Internet network. However, staff does not recommend providing Domi Station improved Internet service via the Leon County Internet network as it serves the Leon County Sheriff's Office, Court Judicial, the State Attorney's Office, Public Defender, and the Public Safety Complex among others. Due to the high level of security required to serve these offices, private use of the Leon County network is prohibited. As part of an annual Florida Department of Law Enforcement network security audit, this is one of the items verified through the audit process.

Based on this information, staff has secured several quotes regarding the cost for a local Internet provider to install a fiber optic data line and the monthly Internet service fee to be charged to provide high-speed fiber optic Internet directly to Domi Station. Based on the quotes provided, a fiber optic data line would be installed to connect Domi Station to an existing fiber line located on Railroad Avenue. The construction and installation charges have been waived in the quotes assuming a three-year service contract. Based on the best quote, staff estimates it would cost approximately \$1,817 to provide high-speed fiber optic Internet to Domi Station each month, or \$21,804 per year.

This budget discussion item seeks the Board's consideration of a temporary redirection of the Board's annual \$25,000 QTI budget for FY 2016 through FY 2018 to address the recurring service charge to provide broadband Internet for Domi Station for a period of three years.

**Options:**

1. Redirect the annual QTI budget of \$25,000 for FY 2016 through FY 2018 to Broadband Internet for Domi Station.
2. Allocate up to \$25,000 from general revenue for FY 2016 through FY 2018 to support Broadband Internet for Domi Station.
3. Do not provide funding to support high-speed fiber optic Internet for Domi Station.
4. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Business Incubator Facility Lease Agreement
2. Quotes for High-speed fiber optic Internet Service at Domi Station

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Agenda Item #12

March 27, 2018

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

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

**Title:** Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled “Criminal History Records Check and Waiting Period for Purchase of Firearms” for April 10, 2018 at 6:00 p.m.

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

### **Statement of Issue:**

As requested by the Board at the February 27, 2018 meeting, this agenda item requests approval to schedule the first and only public hearing to consider a proposed Ordinance amending Chapter 12 (Offenses - Miscellaneous) of the Leon County Code of Laws to require a criminal history records check and waiting period for the purchase of firearms conducted on property to which the public has the right of access.

### **Fiscal Impact:**

This item has no current fiscal impact. Other jurisdictions surveyed have not experienced a demonstrable fiscal impact; however, this could vary depending on the level of enforcement as determined by the Sheriff.

### **Staff Recommendation:**

- Option #1: Schedule the first and only public hearing to consider the proposed Ordinance (Attachment #1) amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled “Criminal History Records Check and Waiting Period for Purchase of Firearms” for April 10, 2018 at 6:00 p.m.
- Option #3: Board direction regarding the duration of the waiting period to be included in the ordinance.



Title: Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" for April 10, 2018 at 6:00 p.m.

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## **Report and Discussion**

### **Background:**

During the February 27, 2018, regularly scheduled Board meeting, Commissioner Lindley brought back before the Board the idea of closing the gun show "loophole." The Board voted unanimously for staff to bring back an agenda item further discussing the regulation of firearm sales at gun shows and to close the gun show loophole. In 2013, the Commission had previously looked into closing the gun show loophole and directed the County Attorney's Office to bring back a status report to the Board (Attachment #2).

Currently, there are 20 states where private gun owners are required to have background checks completed on the potential buyers. Buyers who purchase guns from individuals are required to submit to the federal background checks as required when firearms are purchased from licensed dealers. In Minnesota, for example, *Minn. Stat. § 624.7132, subd. 12(1)*: All sales of handguns and semiautomatic, assault-style rifles must be recorded with the local police department, which will conduct a background check (seller is criminally liable if the firearm is used within one year of the transfer in the commission of a violent felony, if that person was prohibited from owning such a weapon).

Proponents of unregulated gun show sales take the position that there is no loophole; gun owners are simply selling or trading guns at the shows as they would do at their residence. Those in favor of regulating gun shows believe it would reduce the number of firearms illegally obtained. In Florida, background checks are **not** required by the state. However, county governments have the authority to require background checks and a 3- to 5-day waiting period for private firearms transfers (holders of concealed carry permits are exempt from any such county requirements). Currently, seven counties, Broward, Hillsborough, Miami-Dade, Palm Beach, Pinellas, Sarasota and Volusia have ordinances requiring background checks for private gun sales.

Of the seven Florida counties that require background checks four have enacted a three-day waiting period (Hillsborough, Pinellas, Sarasota and Volusia), while Broward, Miami-Dade and Palm Beach have opted to enact the five-day waiting period in which to transfer a firearm. As indicated in the policy options listed below, should the Board wish to schedule a public hearing to consider the ordinance proposed in this item, staff is seeking Board direction regarding the duration of the waiting period to include in the ordinance.

### **Analysis:**

In accordance with Section 125.01(1), Florida Statutes (2017), Leon County has the power to carry on county government to the extent not inconsistent with general or special law. Also, pursuant to Section 125.01(3)(b), Florida Statutes (2017), the provisions of Section 125.01 are to be liberally construed to carry out the purpose of the section and to secure for counties the broad exercise of home rule powers authorized by the Florida Constitution.

Title: Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" for April 10, 2018 at 6:00 p.m.

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In 1998, an amendment to the Florida Constitution, Article VIII, Section 5(b), was adopted which gave counties the authority to require a criminal history records check and a 3 to 5-day waiting period in connection with the sale of any firearm occurring within the county. The Florida Constitution allows counties to require background checks for sales "**on property to which the public has the right of access**," (emphasis added).

Florida Constitution says in pertinent part:

Each county shall have the authority to require a criminal history records check and a 3 to 5-day waiting period, excluding weekends and legal holidays, in connection with the sale of any firearm occurring within such county. For purposes of this subsection, the term "sale" means the transfer of money or other valuable consideration for any firearm when any part of the transaction is conducted on property to which the public has the right of access. Holders of a concealed weapons permit as prescribed by general law shall not be subject to the provisions of this subsection when purchasing a firearm.

As this is constitutional law, it should be noted that Section 790.33, Florida Statutes, has no impact on a county's ability to require a criminal history records check or waiting period in the sale of a firearm when any part of the transaction is conducted on property to which the public has the right of access.

As stated previously, seven Florida counties have ordinances that require background checks for the private sale of firearms when any part of the transaction is conducted on property to which the public has the right of access. This includes, but is not limited to gun shows, flea markets, firearms exhibitions and garage and estate sales where the private property has been opened to public access.

If the County were to enact an ordinance requiring a background check for the private sale of firearms, conducting background checks on private gun buyers would involve several steps according to Florida Department of Law Enforcement (FDLE). Unlike Federal Firearms License (FFL) dealers, the private sellers regulated by county gun law have no direct access to buyers' criminal histories. Under the proposed ordinance, a private seller would first sign the firearm over into the inventory of a FFL dealer. The dealer would then conduct the background check for the private seller. FDLE for a nominal fee checks the potential purchaser's name in a database that tracks nationwide criminal records, lists of people declared "mentally defective" in court and individuals subject to domestic violence restraining orders. If the buyer is not approved, the dealer must also perform a background check on the seller before returning the gun. If the seller is not approved, the dealer takes control of the weapon. In a few states the private seller has the option of using a FFL dealer or taking the firearm to the local law enforcement agency, which will conduct the background check on the seller's behalf.

Title: Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" for April 10, 2018 at 6:00 p.m.

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Enforcement of any ordinance regulating the sale of any firearm occurring within the boundaries of the County on property to which the public has the right of access, would be enforced by local law enforcement officers within their jurisdiction. Some examples of possible enforcement measures could consist of a law enforcement presence at all gun shows to conduct regular inquiries of the FFL dealers to inquire if private sellers are in fact turning over firearms for them to have FDLE run background checks, and to conduct undercover operations to buy from individuals to make sure they are in compliance. Law enforcement under the ordinance would make arrests or issue a Notices to Appear (NTAs) for those individuals not in compliance. Additionally, any events in which firearms are permitted to be sold and/or transferred by persons other than FFL dealers would be required to prominently display the ordinance at all entrances of the venue.

Of note, during the 2018 Florida Legislative Session, the Legislature passed SB 7026 which contains several provisions regarding school safety, mental health, and access to firearms. As of the drafting of this agenda item, the House and Senate both passed SB 7026 and the bill awaits final approval by the Governor. Florida law currently requires a mandatory 3-day waiting period for all sales of handguns at retail by a licensed dealer. Among other provisions, the bill would expand this waiting period to apply to all firearms. However, the provisions of the bill do not apply to private firearm sales, and as such, would not alter the effect of the County ordinance proposed herein.

In conclusion, the County has the authority to enact an ordinance countywide that would require a criminal history records check and a 3 to 5-day waiting period for the purchase of firearms conducted on property to which the public has the right of access. In reviewing the ordinances of the seven other counties, the County Attorney's Office has prepared a proposed ordinance (Attachment #1) for the Boards' review. This ordinance, if the Board chooses to move forward with its adoption, could be set for its First and Only Public Hearing on April 10, 2018.

### **Options:**

1. Schedule the first and only public hearing to consider the proposed Ordinance (Attachment #1) Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" for April 10, 2018 at 6:00 p.m.
2. Do not direct staff to schedule a public hearing to consider the proposed Ordinance.
3. Board direction.

### **Recommendation:**

Options #1 and #3-provide Board direction regarding the duration of the waiting period to be included in the ordinance.

Title: Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" for April 10, 2018 at 6:00 p.m.

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Attachments:

1. Proposed Ordinance
2. October 29, 2013 status report

ORDINANCE NO. 18-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 12, OF THE LEON COUNTY CODE OF LAWS ENTITLED "OFFENSES – MISCELLANEOUS," GENERALLY; ADDING A NEW ARTICLE III TO BE ENTITLED "CRIMINAL HISTORY RECORDS CHECK AND WAITING PERIOD FOR PURCHASE OF FIREARMS"; PROVIDING FOR DEFINITIONS; PROVIDING FOR POSTING OF ORDINANCE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**SECTION 1.** Chapter 12, of the Code of Laws of Leon County, Florida, is hereby amended by adding an Article III, entitled, Criminal History Records Check and Waiting Period For Purchase of Firearms, which is to read as follows:

**ARTICLE III. CRIMINAL HISTORY RECORDS CHECK  
AND WAITING PERIOD FOR PURCHASE OF FIREARMS**

Sec. 12-81. – Intent and purpose.

It is the intent of this ordinance to implement countywide the constitutionally granted authority to ensure that no firearm is sold, offered for sale, transferred or delivered where any part of the transaction is conducted on property to which the public has a right of access unless there is a full 3- to 5-day waiting period and a national criminal history background check of the potential purchaser is conducted. This ordinance applies to both seller and purchasers of firearms.

Sec. 12-82. – 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:

*Antique firearms* means any firearm (including any firearm with a matchlock, flintlock, percussion cap, or similar type of ignition system) manufactured in or before 1898; and any replica of any such firearm if such replica (i) is not designed or redesigned for using rimfire or conventional centerfire fixed ammunition, or (ii) uses rimfire or conventional centerfire fixed ammunition which is no longer manufactured in the United States and which is not readily available in the ordinary channels of commercial trade.

1 Any part of the transaction means any part of the sales transaction, including but not  
2 limited to, the offer of sale, negotiations, the agreement to sell, the transfer of consideration, or  
3 the transfer or delivery of the firearm.

4 Business day means a 24-hour day (beginning at 12:01 a.m.), excluding weekends and  
5 legal holidays.

6 Buyer means the person or persons taking delivery of or transferring money or other  
7 valuable consideration for a firearm in any sale.

8 FDLE means the Florida Department of Law Enforcement.

9 Firearm means any weapon, including a starter gun or handgun, which will or is designed  
10 to or may readily be converted to expel a projectile by the action of an explosive; the frame or  
11 receiver of any such weapon; any firearm muffler or firearm silencer; and destructive device; or  
12 any machine gun.

13 Handgun means a firearm capable of being carried and used by one (1) hand, such as a  
14 pistol or revolver.

15 Licensed dealer means a dealer licensed under the provisions of Title 27, Code of Federal  
16 Regulations, Part 478, or any successor federal regulations requiring licenses for firearm dealers.

17 Licensed importer means an importer licensed under the provisions of Title 27, Code of  
18 Federal Regulations, Part 478, or any successor federal regulations requiring licenses for firearm  
19 importers.

20 Licensed manufacturer means a manufacturer licensed under the provisions of Title 27,  
21 Code of Federal Regulations, Part 478, or any successor federal regulations requiring licenses for  
22 firearm manufacturers.

23 NICS means the National Instant Criminal Background Check System established  
24 pursuant to Title 18, United States Code, Section 922.

25 Person includes, but is not limited to, any individual, corporation, company, association,  
26 firm partnership, society, or joint stock company.

27 Property to which the public has the right of access means any real or personal property  
28 to which the public has a right of access, including property owned by either public or private  
29 individuals, firms and entities and expressly includes, but is not limited to, flea markets, gun  
30 shows, garage and estate sales and firearms exhibitions.

31 Sale means the transfer of money or other valuable consideration for any firearm.

32 Seller means the person or persons delivering a firearm in any sale.

33 Sec. 12-83. – Mandatory 3- to 5-day waiting period.

34 There shall be a mandatory 3- to 5-day waiting period, which shall be 3- to 5 full days,  
35 excluding weekends and legal holidays, in connection with the sale of firearms occurring within  
36 the county when the sale involves a transfer of money or other valuable consideration, and any  
37 part of the sale transaction is conducted on property to which the public has the right of access.  
38 Some examples of properties to which the public has the right of access include but are not  
39 limited to: gun shows, firearm exhibits, wholesale and retail stores, garage and estate sales and



1 flea markets. An uninterrupted, continuous, and cumulative aggregate of XXX hours must elapse  
2 between such sale and receipt of the firearm, excluding the hours of weekends and legal  
3 holidays. A person who violates the prohibition of this section is guilty of a violation of a county  
4 ordinance, punishable as provided in F.S. § 125.69, as it may be amended, and the violation shall  
5 be prosecuted in the same manner as misdemeanors are prosecuted.

6 Sec. 12-84. – Mandatory criminal records check.

7 (a) No person, whether licensed or unlicensed, shall sell, offer for sale, transfer or  
8 deliver any firearm to another person when any part of the transaction is conducted on property  
9 to which the public has the right of access within Leon County until all procedures specified  
10 under section 790.065, Florida Statutes, have been complied with by a person authorized by that  
11 section to conduct a criminal history check of background information as specified in that  
12 section, and the approval number set forth by that section has been obtained and documented. In  
13 the event section 790.065, Florida Statutes is repealed, no person, whether licensed or  
14 unlicensed, shall sell, offer for sale, transfer or deliver any firearm to another person when any  
15 part of the transaction is conducted on property to which the public has the right of access until  
16 all procedures specified under any other state or federal law which requires a national criminal  
17 history information or national criminal history check on potential buyer or transferee of firearms  
18 have been complied with by any person authorized by law to conduct the required national  
19 criminal history or background records check and any required approval under such state or  
20 federal law or rule has been obtained.

21 (b) In the case of a seller who is not a licensed importer, licensed manufacturer or  
22 licensed dealer, compliance with section 790.065 or its state or federal successor shall be  
23 achieved by the seller requesting that a licensed importer, licensed manufacturer or licensed  
24 dealer complete all the requirements of section 790.065 or its state or federal successor. Licensed  
25 importers, manufacturers and dealers may charge a reasonable fee of an unlicensed seller to  
26 cover costs associated with completing the requirements of section 790.065.

27 (c) Sellers who conduct or cause to be conducted criminal history records checks  
28 shall maintain records pursuant to Florida Statutes.

29 Sec. 12-85. – Posting of Ordinance.

30 Any activity or event in which firearms are permitted to be sold or transferred by persons  
31 other than a licensed importer, licensed manufacturer or licensed dealer when any part of the  
32 transaction is conducted on property to which the public has the right of access the person  
33 hosting or putting on such activity or event must prominently display this Ordinance at all  
34 entrances into the activity or event.

35 Sec. 12-86. – Exemptions.

36 (a) This division does not apply to the purchaser of firearms by holders of a Florida  
37 concealed weapons or firearms permit or license issued pursuant to general law. However, this  
38 exemption shall not relieve such purchasers from compliance with otherwise applicable state or  
39 federal law requirements.

1           (b)     Sales to a licensed importer, licensed manufacturer or licensed dealer shall not be  
2 subject to the provisions of this section.

3           (c)     Law enforcement officers, correctional officers or correctional probation officers  
4 who are purchasing a handgun(s) for official use and who provide the seller with a certification  
5 on agency letterhead, signed by a person in authority within the agency (other than the officer  
6 purchasing the handgun) stating that the officer will use the handgun(s) in official duties and that  
7 a records check reveals that the purchasing officer has no convictions for misdemeanor crimes of  
8 domestic violence.

9     Sec. 12-87. – Applicability.

10           This ordinance shall be effective in the incorporated as well as unincorporated areas of  
11 the county.

12     Sec. 12-88. – Enforcement.

13           Law enforcement officers shall enforce the provisions of this section against any person  
14 found violating these provisions within their jurisdiction.

15     Sec. 12-89. – Penalty.

16           Any violation by any person of any requirement or provision of this Article shall be  
17 prosecuted in the same manner as misdemeanors are prosecuted. Upon conviction, any person  
18 violating any requirement or provision of this section shall be punished by a fine not to exceed  
19 \$500.00 or by imprisonment in the Leon County Detention Center not to exceed 60 days or by  
20 both such fine and imprisonment as provided in F.S. § 125.069, as it may be amended.

21     Secs. 12-90—12-110. - Reserved.

22           **SECTION 2. Conflicts.** All ordinances or parts of ordinances in conflict with the  
23 provisions of this ordinance are hereby repealed to the extent of such conflict.  
24

25           **SECTION 3. Severability.** If any word, phrase, clause, section or portion of this  
26 Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such  
27 portion or words shall be deemed a separate and independent provision and such holding shall  
28 not affect the validity of the remaining portions thereof.  
29

30           **SECTION 4. Effective date.** This Ordinance shall have effect upon becoming law.  
31

32           DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon  
33 County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
34  
35  
36  
37  
38  
39

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTESTED BY:  
GWEN MARSHALL,  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
LEON COUNTY, FLORIDA

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

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
HERBERT W. A. THIELE, ESQ.  
COUNTY ATTORNEY

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #14

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney

Title: Acceptance of Status Report Regarding Firearm Regulations and Gun Shows

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

**Fiscal Impact:**

This item has no current fiscal impact. However, if the County were to enact an ordinance to require a criminal history records check and a 3 to 5-day waiting period for the purchase of firearms conducted on property to which the public has the right of access, the fiscal impact to the County to enforce the ordinance would be the reoccurring expenditure for funding a new position with the Leon County Sheriff's Office.

**Staff Recommendation:**

Option #1: Accept Status Report regarding firearm regulations and gun shows

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## **Report and Discussion**

### **Background:**

Gun shows provide a means and opportunity for firearms retailers to increase their business while providing gun purchasers opportunities to make purchases at discounted prices. Gun shows also allow private gun owners wishing to sell or trade a firearm access to large numbers of potential buyers and traders. The federal Bureau of Alcohol, Tobacco, Firearms and Explosives has estimated that 5,000 gun shows are held annually in the United States, attracting tens of thousands of attendees and resulting in the transfer of thousands of firearms.

In 33 states, private gun owners are not restricted from selling guns at gun shows. Buyers who purchase guns from individuals are not required to submit to the federal background checks as required when firearms are purchased from licensed dealers. Critics say that firearms can be obtained illegally as a result; this has become known as the "gun show loophole." Proponents of unregulated gun show sales say that there is no loophole; gun owners are simply selling or trading guns at the shows as they would do at their residence. In Florida, private firearms purchases are subject to background checks in some jurisdictions but not across the entire state.

Federal legislation has attempted to put an end to the so-called "loophole" by requiring all gun show transactions to take place through Federal Firearms License (FFL) dealers. In 2009, the Gun Show Loophole Closing Act of 2009 (H.R. 2324) was introduced in the U.S. House of Representatives. Similar legislation, the Gun Show Background Check Act of 2009 (S. 843), was introduced in the U.S. Senate. The bills attracted several co-sponsors in both the U.S. House of Representatives and the U.S. Senate. However, Congress ultimately failed to take up consideration of the legislation. Most recently, President Obama called for stronger gun control laws during his State of the Union address. One of the ideas discussed was closing the "gun show loophole."

In April of this year, Chairman Nick Maddox and Commissioner Bryan Desloge were contacted by attorney Roy Blondeau regarding Leon County drafting an ordinance to close the "gun show loophole." The County Attorney's Office had previously been contacted by Mr. Blondeau and was already in the process of researching the issue. Chairman Maddox requested we thoroughly research the matter and bring a status report back to the Board. Since that time we have been in contact with Mr. Blondeau. We have researched the issue, reviewed ordinances drafted by Mr. Blondeau and ordinances from other jurisdictions within the state. Additionally, we have contacted those same jurisdictions to discuss their ordinances and any issues they have had.

### **Analysis:**

In accordance with Section 125.01(1), Florida Statutes (2012), Leon County has the power to carry on county government to the extent not inconsistent with general or special law. Pursuant to Section 125.01(1)(w), Florida Statutes (2012), this includes the power to perform acts not inconsistent with law, which acts are in the common interest of the people of the county, and to exercise all powers and privileges not specifically prohibited by law. Also, pursuant to Section 125.01(3)(b), Florida Statutes (2012), the provisions of Section 125.01 are to be liberally

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construed to carry out the purpose of the section and to secure for counties the broad exercise of home rule powers authorized by the Florida Constitution.

In 1998, an amendment to the Florida Constitution, Article VIII, Section 5(b), was adopted which gave counties the authority to require a criminal history records check and a 3 to 5-day waiting period in connection with the sale of any firearm occurring within the county. The Florida Constitution allows counties to require background checks for sales "**on property to which the public has the right of access**," (emphasis added).

Florida Constitution says in pertinent part:

Each county shall have the authority to require a criminal history records check and a 3 to 5-day waiting period, excluding weekends and legal holidays, in connection with the sale of any firearm occurring within such county. For purposes of this subsection, the term "sale" means the transfer of money or other valuable consideration for any firearm when any part of the transaction is conducted on property to which the public has the right of access. Holders of a concealed weapons permit as prescribed by general law shall not be subject to the provisions of this subsection when purchasing a firearm.

As this is constitutional law, it should be noted that House Bill 45 has no impact on a county's ability to require a criminal history records check or waiting period in the sale of a firearm.

As you will recall, in 2011 the Florida Legislature passed House Bill 45, which became effective October 1, 2011, amending Section 790.33, Florida Statutes, by expanding the Legislature's preemption in the field of the regulation of firearms and ammunition, and by imposing penalties should an elected or appointed local government official enact, or cause to be enforced, an ordinance or regulation relating to firearms and ammunition. Subsequently, Leon County adopted five separate ordinances to repeal portions of the Leon County Code of Laws which were in potential conflict with the amendments, with an effective date of October 1, 2011.

The concept of private sellers doing a universal background check is not as simple as it may seem. Unlike licensed firearm dealers, the private sellers regulated by county gun laws have no direct access to buyers' criminal histories. Doing background checks on private gun buyers would involve several steps according to Florida Department of Law Enforcement (FDLE). The private seller must first sign the firearm over into the inventory of a licensed dealer. The dealer then conducts the background check. For a \$5 fee, FDLE checks the potential purchaser's name in a database that tracks nationwide criminal records, lists of people declared "mentally defective" in court and individuals subject to domestic violence restraining orders. If the buyer is not approved, the dealer must also perform a background check on the seller before returning the gun. If the seller is not approved, the dealer takes control of the weapon.

If the County were to enact an ordinance requiring a criminal history records check and a 3 to 5-day waiting period in connection with the sale of any firearm occurring within the County on



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property to which the public has the right of access, it would need to be enforced by the Leon County Sheriff's Office (LCSO). To enforce this ordinance the County would need the LCSO to have an officer or officers present at all gun shows held in Leon County. Their role would be to conduct regular checks on private sellers to verify they are complying with the ordinance, conduct regular inquiries of the FFL dealers to inquire if private sellers are in fact turning over firearms for them to have FDLE run background checks, and possibly to conduct undercover operations to buy from individuals to make sure they are in compliance. The LCSO would make arrests and/or issue Notice to Appear (NTAs) for those individuals not in compliance.

We have been in contact with the Sheriff's Office and while the Sheriff wants to assist the Board in any effort, they do not have the manpower to devote to such an endeavor. It is the Sheriff's position that in order to do a good job, the deputy should work in this specialized area most of the time in order to be familiar with the people who run the gun shows, etc. This would mean that the Sheriff's Office would have to pull a deputy from their regular duties and they assert they are currently under staffed as it is.

In conclusion, the County has the authority to enact an ordinance that would require a criminal history records check and a 3 to 5-day waiting period for the purchase of firearms conducted on property to which the public has the right of access. At this time, the Sheriff's Office is without funding for a new position and does not have a position that could be reassigned to the enforcement of this proposed ordinance.

**Options:**

1. Accept status report regarding firearm regulations and gun shows.
2. Do not accept status report regarding firearm regulations and gun shows and direct the County Attorney's Office further.
3. Board direction.

**Recommendation:**

Option #1.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Agenda Item #13

March 27, 2018

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

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

**Title:** Request to Schedule the First and Only Public Hearing for April 10, 2018, to Consider an Ordinance to Establish an Independent Children's Service Council District Upon Voter Approval at the November 6, 2018 General Election

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<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>	Heather Peeples, Special Projects Coordinator Nicki Paden, Management Analyst Sara Pratt, Management Intern

### **Statement of Issue:**

As requested by the Board during the February 27, 2018 meeting, this agenda item seeks approval to schedule the first and only public hearing on April 10, 2018 at 6:00 p.m. to consider an ordinance creating an independent special district to fund children's services throughout Leon County upon voter approval at the November 6, 2018 General Election (Attachment #1).

### **Fiscal Impact:**

This item does not have a fiscal impact. However, if approved by the voters in November, the Children's Services Council could levy up to 0.5 mills annually beginning in FY2020 (October 1, 2019). The 0.5 mills would generate approximately \$8.0 million. The levying of the millage and expenditure of the funds would be solely at the discretion of the newly created independent special district.

### **Staff Recommendation:**

Option #5: Board direction.

## **Report and Discussion**

### **Background:**

During the February 27, 2018 meeting, the Board directed staff to present an agenda item for consideration of a 2018 General Election ballot that establishes an independent special district with taxing authority for the purpose of providing funding for children's services throughout the county. Section 125.901, Florida Statutes provides counties with the authority to create this type of independent special district by ordinance upon approval by the local electorate to annually levy ad valorem taxes not to exceed the maximum of 0.5 mills (Attachment #2).

Florida law states that a Children Services Council (CSC) is granted the power to allocate tax revenue to provide and maintain preventive, developmental, treatment, and rehabilitative services for children as well as any other children's services needed for the general welfare of the county.

Once an independent special district is established, the Board of County Commissioners has limited oversight and authority. Per Section 125.901, Florida Statutes, the CSC must provide the board with an annual report, quarterly financial reports, and an annual budget. However, Florida Statute states that the CSC's budget shall not be subject to change or modification by the governing body of the county or any other authority. The Board of County Commissioners does have the authority to dissolve a district by ordinance upon approval of the electorate. To do this, the county must first obligate itself to assume the district's debts, liabilities, contracts, and outstanding obligations within the total millage available to the county.

In May 1989, the Board of County Commissioners appointed 26 citizens to a Children's Services Committee charged with studying children's issues, identifying needs, finding areas of duplication, and presenting a final report with recommendations. The Committee's Final Report (Attachment #3) found that insufficient resources were available and recommended that an independent special district be established to provide dedicated funding for children's services. The Board accepted the Committee's recommendation, adopted the necessary ordinance to establish a district (Attachment #4), and called for a special election to grant the CSC authority to level ad valorem tax. A special election was held on May 8, 1990, and the referendum failed with 67% of voters opposed.

The proposed Ordinance included as Attachment #1 will create Children's Services Council district upon voter approval at the November 6, 2018 General Election.

### **Analysis:**

Florida Statute 125.901 provides Counties the authority and process to establish independent special districts for children's services. Currently, there are eight Florida counties with an independent special district for children's services: (1) Broward; (2) Hillsborough; (3) Martin, (4) Miami-Dade, (5) Okeechobee, (6) Palm Beach, (7) Pinellas, (8) and St. Lucie. As show in Table 1, these districts vary in age, structure, and the amount of annual tax revenue collected for services.

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**Table 1: Comparative Summary of Independent Special Districts for Children's Services**

County	Name	Year Est.	Membership	Millage Rate	Annual Ad Valorem Taxes
Broward	Children's Services Council of Broward County	2000	11 Members*: (6) Ex-officio members; (5) Members appointed by the Governor	0.4882	\$75.9 million
Hillsborough	Children's Board of Hillsborough County	1988	10 Members: (5) Ex-officio members; (5) Members appointed by the Governor	0.4589	\$32.9 million
Martin	Children's Services Council of Martin County	1988	10 Members: (5) Ex-officio members; (5) Members appointed by the Governor	0.3618	\$7.2 million
Miami-Dade	The Children's Trust of Miami	1988	33 Members: (22) Ex-officio members; (4) Members-at-large, as appointed by a majority of the sitting members; (7) Members appointed by the Governor	0.5	\$121 million
Okeechobee	The Children's Trust of Okeechobee County	1990	10 Members: (5) Ex-officio members; (5) Members appointed by the Governor	0.4000	\$624,683
Palm Beach	Children's Services Council of Palm Beach County	1986	10 Members: (5) Ex-officio members; (5) Members appointed by the Governor	0.659**	\$113 million
Pinellas	Juvenile Welfare Board of Pinellas County	1945	11 Members*: (5) Ex-officio members; (6) Members appointed by the Governor	0.8981**	\$61 million
St. Lucie	Children's Services Council of St. Lucie County	1990	10 Members: (5) Ex-officio members; (5) Members appointed by the Governor	0.4765	\$8 million

\* Broward and Pinellas County were permitted by a special act of the Legislature in 2003 and 2004 respectively to modify the number of members serving on their CSC.

\*\* Palm Beach and Pinellas County were permitted by a special act of the Legislature in 2000 and 2003 respectively to levy up to 1.0 mill upon voter approval.

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In 1945, the Florida Legislature passed a local bill establishing the first CSC in Pinellas County known as the Juvenile Welfare Board. The most recent CSC to be established was in Broward County in 2000. Broward's CSC was similarly established by a local bill rather than an ordinance, which is not the case in most counties. The majority of CSC's have set a millage rate of between 0.3 mills and the maximum of 0.5 mills; however, two counties (Palm Beach and Pinellas) were permitted by a special act of the Legislature to levy up to 1.0 mill upon voter approval.

Pursuant to Florida Statute, each CSC has the power to collect information and statistical data to help identify the needs of children and to allocate funds to other local agencies providing services. Local governments are eligible to receive funding from the CSC; however, Section 125.901, Florida Statutes prohibits the public school system and any agencies under the school system's exclusive jurisdiction from receiving funds. All of the existing CSCs have implemented a competitive grant program to fund children's services, and some larger CSCs have also developed their own programs to directly provide services. The types of services funded through CSCs include but are not limited to:

- early childhood education
- literacy and tutoring programs
- drop-out and juvenile crime prevention programs
- youth employment
- counseling for expectant parents
- afterschool and enrichment programs
- distribution of meals and schools supplies
- healthcare services such as mental health and substance abuse counseling, dental services, hearing and vision screenings, developmental screenings for children with special needs, and outreach to promote enrollment in Florida's KidCare Program.

The most recent annual report for each CSC is included as Attachments #5-12 and provides additional information regarding the types of organizations and services that receive funding.

*Children's Services Council Structure*

Per Section 125.901, Florida Statutes, for charter counties an independent special district for children's services is governed by a CSC composed of either 10 members or 33 members. As noted in the comparative analysis, the majority of the CSC's are governed by a 10-member body consisting of the following members:

- The superintendent of schools;
- A school board member as appointed by the school board;
- The Department of Children and Families District Administrator, or his or her designee;
- A judge assigned to juvenile cases as appointed by the chief judge;
- A county commissioner as appointed by the board of county commissioners; and
- Five (5) members appointed by the Governor from candidates nominated by the board of county commissioners to serve a four-year term.



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Board of County Commissioners in a home rule charter county may alternatively choose to establish a CSC composed of 33 members (Attachment #1). Currently, only Miami-Dade County has chosen to adopt a 33-member structure for its CSC. Several of the ex-officio positions on a 33-member CSC do not exist in Leon County, such as the county mayor and county municipal league representative. Consequently, staff recommends the 10-member structure for the CSC should the Board wish to proceed with scheduling a public hearing on April 10, 2018.

#### *Terms of Reauthorization*

For counties seeking to establish an independent special district after 2010, the Board of County Commissioners has three options regarding the terms of reauthorization of the CSC:

- Specify in the initial referendum that the district is not subject to reauthorization and would remain in place until and unless repealed by the voters.
- **OR**, specify in the initial referendum the number of years for which the initial authorization shall remain effective.
- **OR**, if the referendum does not prescribe terms of reauthorization, the county is required to submit the question of retention or dissolution to the electorate in the general election 12 years after the initial authorization.

There is no comparative analysis for how other Counties address terms of reauthorization as Florida Statutes provides different procedures for children's services councils established prior to 2010 (all eight existing CSC's were established prior to 2010). However, the Alachua County Board of County Commissioners is also considering establishing a children's services council and has approved placing a referendum on the November 6, 2018 ballot. Alachua's referendum does not specify terms of reauthorization (Attachment #13). Therefore, if the referendum is approved by their voters, Alachua County will be required to reauthorize its district in twelve years or 2030 (Attachment #2).

Should the Board wish to proceed with scheduling a public hearing on April 10, 2018, the preferred terms of reauthorization will need to be established for the referendum.

#### *First Year of Operation, Staffing and Funding*

According to Florida Statute, once a referendum for an independent special district is approved and members are appointed to a CSC:

...the children's services council must identify and assess the needs of the children in the county served by the council and submit to the governing body of each county a written description of:

- a) The activities, services, and opportunities that will be provided to children.
- b) The anticipated schedule for providing those activities, services, and opportunities.
- c) The manner in which children will be served, including a description of arrangements and agreements which will be made with community organizations, state and local

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educational agencies, federal agencies, public assistance agencies, the juvenile courts, foster care agencies, and other applicable public and private agencies and organizations.

- d) The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.
- e) The manner in which the council will seek and provide funding for unmet needs.
- f) The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

The CSC must also go through the process of adopting a millage rate and budget in accordance with Florida's the Truth in Millage (TRIM) Act. As shown in the attached timeline (Attachment #14), accomplishing these statutory requirements will take approximately one year. During this time, the CSC will not collect tax revenue and consequently would not be able to hire staff without assistance from the County.

To remedy the issue, Florida law permits the Board of County Commissioners to fund the CSC during its first year of operation which may include financial and/or staffing support. The financial support may be provided in the form of a loan. Other counties with a CSC have granted loans ranging from \$5,000 to \$500,000. Some of CSC's have utilized the loans to hire staff. Most counties have chosen to utilize staffing support from the offices of the County Administrator and County Attorney during their initial startup period. Should the Board wish to provide these resources, an interlocal agreement with the CSC would be established.

*Fiscal Analysis and Impacts*

As an independent special district, the CSC would have the authority to levy up to 0.5 mills annually. The first year of property tax collection would begin in FY2020 (October 1, 2019). The amount of property tax collection would be impacted by the passage of the additional \$25,000 homestead exemption referendum in November 2018. Table 2 shows the estimated amount of revenue at three different mileage rate increments with and without the impact of the additional homestead exemption. The actual millage rate would be established annually by the CSC. Projected revenues reflect estimated property value growth at 4% per year from FY 2018.

**Table 2: Possible Millage Rates and Revenue Scenarios for the CSC Taxing Authority**

Millage Rate	0.125	0.25	0.5
Revenue <u>Without</u> Passage of Additional Homestead Referendum <sup>(1)</sup>	\$2,003,129	\$4,006,257	\$8,012,515
Revenue <u>With</u> Passage of Additional Homestead Property Referendum <sup>(1) (2)</sup>	\$1,884,379	\$3,768,757	\$7,537,515

(1) Revenues reflected at 95% of collections as required by Florida Statute

(2) Revenues adjusted for a loss of \$1.0 billion in taxable value due to passage of additional property tax referendum

It is important to note that, in addition to a potential new CSC millage rate, the Board has approved a fiscal plan that contemplates an increase to the Countywide millage rate by 0.4 mills to address the impacts of the proposed new homestead exemption. The Board's fiscal plan to address the \$7.2 million in lost property tax revenue in FY 2020 includes two primary strategies. The first strategy is to address payments to the Downtown CRA and save the County \$1.4 million. This strategy has been approved by both the City and County and is in the final stages of negotiation. The second strategy is to increase the countywide millage rate by 0.4 in FY 2020. This will raise an additional \$5.8 million and offset the balance of the reduced revenue.

As discussed during last year's budget development, if the referendum passes, the additional \$25,000 exemption for a homestead property owner with taxable values greater than \$150,000 will see \$208 in annual savings. Table 3 shows the impact of a possible CSC property tax on an average single family homestead property assuming the property tax referendum passes.

**Table 3: Impact to an Average (\$159,000) Homesteaded Property of Children Services Council Taxing Authority in Conjunction with Implementation of County Fiscal Plan**

<b>CSC Millage Rate</b>	<b>0.125</b>	<b>0.25</b>	<b>0.50</b>
Savings from Additional Homestead Exemption	\$208.00	\$208.00	\$208.00
Increase from Children Services Council Millage	(\$10.50)	(\$21.00)	(\$42.00)
Increase from County Fiscal Plan (0.4 mills)	(\$34.00)	(\$34.00)	(\$34.00)
Total Savings	\$163.50	\$153.00	\$132.00

If the CSC levied a millage without the property tax exemption being approved, the impact may range from \$10.50 to \$42.00 depending on the millage rate; the actual millage rate will be established annually by the CSC. However, if the homestead exemption passed, the additional \$25,000 exemption provides the average homeowner \$208.00 in savings. As reflected in the table, the average homeowner would still have a net savings with the possible 0.4 mills levied by the County and 0.5 mills levied by a new CSC.

Non-homesteaded property owners do not benefit from the exemption and any tax increase depends upon the property's taxable value (e.g. a 0.50 mill increase for \$150,000 taxable value results in a \$75.00 annual or \$6.25/monthly increase in property taxes.)

#### *Dependent Special Districts for Children's Services*

An alternative approach to funding children's services is the establishment of a dependent special district. Section 125.901, Florida Statutes, authorizes each county to create by ordinance a dependent special district for the purpose of providing preventive, developmental, treatment, and rehabilitative services for children. The district would be staffed by the county and funding for the district would be provided as part of the county's annual budget. The district would be governed by a CSC charged with making funding recommendations to the Board of County

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Commissioners. The district would also be authorized to seek grants and accept donations to fund children's services, provided that the district's budget requires approval by the Board of County Commissioners or may be vetoed by the Board.

Attachment #15 compares the four (4) counties currently operating a dependent special district to fund children's services: (1) Duval; (2) Indian River; (3) Lake; and (4) Manatee.

#### Conclusion

Should the Board wish to proceed, the next required step is to schedule a public hearing to consider an ordinance establishing an independent Children's Service Council district upon voter approval. Once at public hearing, a simple majority vote is required to adopt the ordinance for placing a referendum on the November 6, 2018 General Election ballot.

As stated previously, the Board of County Commissioners has limited oversight and authority over a CSC once established. However, a County Commission does have the authority to determine the CSC's structure, the terms of reauthorization for the independent special district, and interim staffing and funding provided to the CSC in its first year before it is able to collect tax revenue.

#### **Options:**

1. Schedule the first and only public hearing for April 10, 2018, to consider an Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election and direct staff to prepare ballot language specifying that the district is not subject to reauthorization.
2. Schedule the first and only public hearing for April 10, 2018, to consider an Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election and direct staff to prepare ballot language specifying the number of years for which the initial authorization shall remain effective.
3. Schedule the first and only public hearing for April 10, 2018, to consider an Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election and direct staff to prepare ballot language that does not prescribe terms of reauthorization, thus requiring reauthorization in the 2030 General Election in accordance with Florida law.
4. Do not schedule first and only public hearing for April 10, 2018, to consider an Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election
5. Board direction.

#### **Recommendation:**

Option #5.

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Attachments:

1. Proposed Ordinance
2. Section 125.901, Florida Statutes
3. 1990 Children's Services Committee Final Report
4. Leon County Ordinance 90-13, Children's Services District and Council
5. Children's Services Council of Broward County 2016 Annual Report
6. Children's Board of Hillsborough County 2016 Annual Report
7. Children's Services Council of Martin County 2016 Annual Report
8. The Children's Trust of Miami-Dade County 2017 Annual Report
9. Children's Services Council of Okeechobee County 2017 Annual Report
10. Children's Services Council of Palm Beach County 2017 Funding Report
11. Juvenile Welfare Board of Pinellas County 2018 Budget
12. Children's Services Council of St. Lucie County 2017 Annual Report
13. Alachua County Ordinance for the Creation of a Countywide Independent Special District to Provide Children's Services
14. Timeline of the First Year of Operation
15. Comparative Summary of Dependent Special Districts for Children's Services

ORDINANCE NO. 2018-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, PROVIDING FOR THE CREATION OF AN INDEPENDENT SPECIAL DISTRICT TO BE KNOWN AS THE "CHILDREN'S SERVICES COUNCIL OF LEON COUNTY", SUBJECT TO THE APPROVAL OF THE ELECTORATE; PROVIDING FOR A GOVERNING BODY TO BE KNOWN AS THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY; PROVIDING FOR MEMBERSHIP AND DUTIES OF THE COUNCIL; PROVIDING FOR FINANCIAL REQUIREMENTS AND BUDGET PROCEDURES; PROVIDING FOR THE AUTHORIZATION TO LEVY AD VALOREM TAXES NOT TO EXCEED ONE-HALF (1/2) MILL, SUBJECT TO A REFERENDUM; SETTING FORTH THE BALLOT QUESTION FOR SUCH REFERENDUM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.901 Florida Statutes, authorizes the creation of an independent special district to provide children's services throughout each county of the State; and

WHEREAS, the Board of County Commissioners has determined that it would serve the public interest to establish said independent special district within Leon County.

BE IT ORDAINED by the Board of County Commissioners of the County of Leon, Florida, as follows, that:

**Section 1. Title.**

This ordinance may be cited as the "Children's Services Council of Leon County Independent Special District Ordinance."

**Section 2. Not exclusionary.**

Nothing in this ordinance shall prohibit the county from exercising such power as is provided by general or special law to provide children's services.



**Section 3. Creation of independent special district; tax levy.**

(a) *Creation.* There is hereby created subject to the approval of the electorate of the county by referendum an independent special district as defined in F.S. §§ 189.012 and 200.001(8)(e) to provide funding for children's services throughout the county in accordance with F.S. § 125.901. The independent special district shall be known as the "Children's Services Council of Leon County". The boundaries of the district shall be coterminous with the boundaries of the county.

(b) *Tax levy.* The Children's Services Council of Leon County shall obtain approval, by a majority vote of those electors voting on the question, to annually levy ad valorem taxes which shall not exceed the maximum millage rate of one-half (1/2) mill as authorized by s. 125.901, F.S. The district shall be required to levy and fix millage subject to the provisions of F.S. § 200.065. Once such millage is approved by the electorate, the district shall not be required to seek approval of the electorate in future years to levy the previously approved millage.

**Section 4. Governing body of the district; composition; appointment; term.**

(a) *Governing body of district.* The governing body of the Children's Services Special District shall be known as the "Children's Services Council of Leon County."

(b) *Composition; appointment; term.* The Children's Services Council of Leon County shall consist of ten (10) members, including: the superintendent of county public schools; a member of the county school board (as selected by the school board); the district administrator from Circuit 2 of the Northwest Region of the Florida Department of Children and Families, or his or her designee, who is a member of the Senior Management Service or of the Selected Exempt Service; one member of the Board of County Commissioners; and the judge assigned to juvenile cases, who shall sit as a voting member of the board, except that the judge shall not vote

or participate in the setting of ad valorem taxes under this ordinance. In the event there is more than one judge assigned to juvenile cases in the county, the chief judge shall designate one of the juvenile judges to serve on the board. The remaining five members shall be appointed by the Governor, and shall, to the extent possible, represent the demographic diversity of the population of the county. After soliciting recommendations from the public, the Board of County Commissioners shall submit to the Governor the names of at least three (3) persons for each vacancy occurring among the five (5) members appointed by the Governor, and the Governor shall appoint members to the council from the candidates nominated by the Board of County Commissioners. The Governor shall make a selection within a 45-day period or request a new list of candidates. All members appointed by the Governor shall have been residents of the county for the previous 24-month period. Such members shall be appointed for 4-year terms, except that the length of the terms of the initial appointees shall be adjusted to stagger the terms. The Governor may remove a member for cause or upon the written petition of the Board of County Commissioners. If any of the members of the council required to be appointed by the Governor under the provisions of this section shall resign, die or be removed from office, the vacancy thereby created shall, as soon as practicable, be filled by appointment by the Governor, using the same method as the original appointment, and such appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies or is removed from office.

**Section 5. Council's powers and functions.**

The Children's Services Council of Leon County shall have all of the following powers and functions:

- (1) To provide and maintain in the county such preventive, developmental, treatment and rehabilitative services for children as the council determines are needed for the general welfare of the county.
- (2) To provide such other services for all children as the council determines are needed for the general welfare of the county.
- (3) To allocate and provide funds for other agencies in the county which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.
- (4) To collect information and statistical data and to conduct research, which will be helpful to the council and the county in deciding the needs of children in the county.
- (5) To consult with other agencies dedicated to the welfare of children, to the end that the overlapping of services will be prevented.
- (6) To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subsection shall be construed to authorize the district to issue bonds of any nature, nor shall the district have the power to require the imposition of any bond by the Board of County Commissioners.
- (7) To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and duties.

**Section 6. Organization of Council.**

1 The Children's Services Council of Leon County shall:

2 (1) Immediately after the members are appointed, elect a chairman and a vice  
3 chairman from among its members, and elect other officers as deemed necessary  
4 by the council.

5 (2) Immediately after the members are appointed and officers are elected, identify  
6 and assess the needs of the children in the county served by the council and  
7 submit to the Board of County Commissioners a written description of:

8 a. The activities, services and opportunities that will be provided to children.

9 b. The anticipated schedule for providing those activities, services, and  
10 opportunities.

11 c. The manner in which children will be served, including a description of  
12 arrangements and agreements which will be made with community  
13 organizations, state and local educational agencies, federal agencies,  
14 public assistance agencies, the juvenile courts, foster care agencies, and  
15 other applicable public and private agencies and organizations.

16 d. The special outreach efforts that will be undertaken to provide services to  
17 at-risk, abused, or neglected children.

18 e. The manner in which the council will seek and provide funding for unmet  
19 needs.

20 f. The strategy which will be used for interagency coordination to maximize  
21 existing human and fiscal resources.

22 (3) Provide training and orientation to all new members sufficient to allow them to  
23 perform their duties.

- 1           (4)     Make and adopt bylaws and rules and regulations for the council's guidance,  
2                     operation, governance, and maintenance, provided such rules and regulations are  
3                     not inconsistent with federal or state laws or county ordinances.

4     **Section 7. Annual report of the Council.**

5           The Children's Services Council of Leon County shall provide an annual written report,  
6     to be presented no later than January 1, to the Board of County Commissioners. The annual  
7     report shall contain, but not be limited to, the following information:

- 8           (1)     Information on the effectiveness of activities, services, and programs offered by  
9                     the council, including cost-effectiveness.
- 10          (2)     A detailed anticipated budget for continuation of activities, services, and  
11                     programs offered by the council, and a list of all sources of requested funding,  
12                     both public and private.
- 13          (3)     Procedures used for early identification of at-risk children who need additional or  
14                     continued services and methods for ensuring that the additional or continued  
15                     services are received.
- 16          (4)     A description of the degree to which the council's objectives and activities are  
17                     consistent with the goals of this ordinance.
- 18          (5)     Detailed information on the various programs, services, and activities available to  
19                     participants and the degree to which the programs, services, and activities have  
20                     been successfully used by children.
- 21          (6)     Information on programs, services, and activities that should be eliminated;  
22                     programs, services and activities that should be continued; and programs, services  
23                     and activities that should be added to the basic format of the council.

**Section 8. Quarterly financial report.**

Within 10 days, exclusive of weekends and legal holidays, after the expiration of each quarter annual period, the Children's Services Council shall cause to be prepared and filed with the Board of County Commissioners a financial report which shall include the following:

- (1) The total expenditures of the council for the quarter annual period.
- (2) The total receipts of the council during the quarter annual period.
- (3) A statement of the funds the council has on hand, has invested, or has deposited with qualified public depositories at the end of the quarter annual period.
- (4) The total administrative costs of the council for the quarter annual period.

**Section 9. Minutes of meetings.**

The Children's Services Council shall maintain minutes of each meeting, including a record of all votes cast, and shall make such minutes available to any interested person.

**Section 10. Compensation; expenses.**

Members of the Children's Services Council shall serve without compensation, but shall be entitled to receive reimbursement for per diem and travel expenses consistent with the provisions of F.S. § 112.061.

**Section 11. District fiscal year; budget.**

- (a) The fiscal year of the district shall be the same as that of the County.
- (b) On or before July 1 of each year, the Children's Services Council shall prepare a tentative annual written budget of the district's expected income and expenditures, including a contingency fund. The council shall, in addition, compute a proposed millage rate within the voter-approved cap necessary to fund the tentative budget and, prior to adopting a final budget, comply with the provisions of F.S. § 200.065, relating to the method of fixing millage, and shall



1 fix the final millage rate by resolution of the council. The adopted budget and final millage rate  
2 shall be certified and delivered to the Board of County Commissioners as soon as possible  
3 following the council's adoption of the final budget and millage rate pursuant to F.S. ch. 200.  
4 Included in each certified budget shall be the millage rate, adopted by resolution of the council,  
5 necessary to be applied to raise the funds budgeted for district operations and expenditures. In  
6 no circumstances, however, shall any district levy millage to exceed a maximum of one-half  
7 (1/2) mill of assessed valuation of all properties within the county which are subject to ad  
8 valorem county taxes.

9 (c) The budget of the district so certified and delivered to the Board of County  
10 Commissioners shall not be subject to change or modification by the Board of County  
11 Commissioners or any other authority.

## 12 **Section 12. District reports and documentation required by law.**

13 The district shall comply with all statutory requirements of general application which  
14 relate to the filing of any financial reports or compliance reports required under F.S. ch. 218, pt.  
15 III, or any other report or documentation required by law, including the requirements of F.S. §§  
16 189.015, 189.016, and 189.08.

## 17 **Section 13. Fiscal management; surety bond.**

18 (a) All tax money collected under this ordinance, as soon after the collection thereof  
19 as is reasonably practicable, shall be paid directly to the Children's Services Council by the tax  
20 collector of the county, or the clerk of the circuit court, if the clerk collects delinquent taxes.

21 (b) All moneys received by the Children's Services Council shall be deposited in  
22 qualified public depositories, as defined in F.S. § 280.02, with separate and distinguishable  
23 accounts established specifically for the council and shall be withdrawn only by checks signed

1 by the chairman of the council and countersigned by either one other member of the council or  
2 by a chief executive officer who shall be so authorized by the council.

3 (c) Upon entering the duties of office, the chairman and the other member of the  
4 council or chief executive officer who signs its checks shall each give a surety bond in the sum  
5 of at least \$1,000.00 for each \$1,000,000.00 or portion thereof of the council's annual budget,  
6 which bond shall be conditioned that each shall faithfully discharge the duties of his or her  
7 office. The premium on such bond may be paid by the district as part of the expense of the  
8 council. No other member of the council shall be required to give bond or other security.

9 (d) No funds of the district shall be expended except by check as aforesaid, except  
10 expenditures from a petty cash account which shall not at any time exceed \$100.00. All  
11 expenditures from petty cash shall be recorded on the books and records of the council. No  
12 funds of the council, excepting expenditures from petty cash, shall be expended without prior  
13 approval of the council, in addition to the budgeting thereof.

14 **Section 14. Optional funding.**

15 After or during the first year of operation of the Children's Services Council of Leon  
16 County, the Board of County Commissioners, at its option, may fund in whole or in part the  
17 budget of the council from its own funds.

18 **Section 15. Use of funds.**

19 Funds collected pursuant to the provisions of this ordinance shall be used to support  
20 improvements in children's services and that such funds shall not be used as a substitute for  
21 existing resources or for resources that would otherwise be available for children's services.

22 **Section 16. Referendum.**

1 The authority of the Children's Services of Leon County to levy up to one-half (1/2) mill  
2 to carry out the purposes and intent of this ordinance and to fund the District shall be presented  
3 to the County electorate by placing a question on the November 6, 2018 general election ballot.  
4 The Supervisor of Elections of Leon County shall place the following question on the November  
5 6, 2018 general election ballot:

6 ESTABLISHMENT OF CHILDREN'S SERVICES COUNCIL OF LEON COUNTY  
7  
8

9 Should the Children's Services Council of Leon County be established to provide  
10 children with early learning and reading skills, development, treatment, preventative and other  
11 children's services in Leon County as a special district with ad valorem taxing authority limited  
12 to one-half (1/2) mill annually, and independent oversight and accountability as required by law,  
13 unless and until the district is dissolved as specified in s.125.901(4)(a), Florida Statutes?"  
14

15 YES \_\_\_\_\_  
16

17 NO \_\_\_\_\_  
18

19 **Section 17. Conflicts.** All ordinances or parts of ordinances in conflict with the  
20 provisions of this ordinance are hereby repealed to the extent of such conflict, except to the  
21 extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended,  
22 which provisions shall prevail over any parts of this ordinance which are inconsistent, either in  
23 whole or in part, with the said Comprehensive Plan.

24 **Section 18. Severability.** If any provisions or portion of this Ordinance is declared by  
25 any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all  
26 remaining provisions and portions of this Ordinance shall remain in full force and effect.

27 **Section 19. Effective Date.** This ordinance shall have effect upon becoming law.

28 DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon  
29 County, Florida, this 10th day of April, 2018.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

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

APPROVED AS TO FORM:  
Office of the County Attorney  
Leon County, Florida

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

A18-0217

**PART V**  
**CHILDREN'S SERVICES**

125.901 Children's services; independent special district; council; powers, duties, and functions; public records exemption.

125.902 Children's services council or juvenile welfare board incentive grants.

**125.901 Children's services; independent special district; council; powers, duties, and functions; public records exemption.—**

(1) Each county may by ordinance create an independent special district, as defined in ss. 189.403(3) and 200.001(8)(e), to provide funding for children's services throughout the county in accordance with this section. The boundaries of such district shall be coterminous with the boundaries of the county. The county governing body shall obtain approval, by a majority vote of those electors voting on the question, to annually levy ad valorem taxes which shall not exceed the maximum millage rate authorized by this section. Any district created pursuant to the provisions of this subsection shall be required to levy and fix millage subject to the provisions of s. 200.065. Once such millage is approved by the electorate, the district shall not be required to seek approval of the electorate in future years to levy the previously approved millage.

(a) The governing board of the district shall be a council on children's services, which may also be known as a juvenile welfare board or similar name as established in the ordinance by the county governing body. Such council shall consist of 10 members, including: the superintendent of schools; a local school board member; the district administrator from the appropriate district of the Department of Children and Family Services, or his or her designee who is a member of the Senior Management Service or of the Selected Exempt Service; one member of the county governing body; and the judge assigned to juvenile cases who shall sit as a voting member of the board, except that said judge shall not vote or participate in the setting of ad valorem taxes under this section. If there is more than one judge assigned to juvenile cases in a county, the chief judge shall designate one of said juvenile judges to serve on the board. The remaining five members shall be appointed by the Governor, and shall, to the extent possible, represent the demographic diversity of the population of the county. After soliciting recommendations from the public, the county governing body shall submit to the Governor the names of at least three persons for each vacancy occurring among the five members appointed by the Governor, and the Governor shall appoint members to the council from the candidates nominated by the county governing body. The Governor shall make a selection within a 45-day period or request a new list of candidates. All members appointed by the Governor shall have been residents of the county for the previous 24-month period. Such members shall be appointed for 4-year terms, except that the length of the terms of the initial appointees shall be adjusted to stagger the terms. The Governor may remove a member for cause or upon the written petition of the county governing body. If any of the members of the council required to be appointed by the Governor under the provisions of this

subsection shall resign, die, or be removed from office, the vacancy thereby created shall, as soon as practicable, be filled by appointment by the Governor, using the same method as the original appointment, and such appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies, or is removed from office.

(b) However, any county as defined in s. 125.011(1) may instead have a governing board consisting of 33 members, including: the superintendent of schools; two representatives of public postsecondary education institutions located in the county; the county manager or the equivalent county officer; the district administrator from the appropriate district of the Department of Children and Family Services, or the administrator's designee who is a member of the Senior Management Service or the Selected Exempt Service; the director of the county health department or the director's designee; the state attorney for the county or the state attorney's designee; the chief judge assigned to juvenile cases, or another juvenile judge who is the chief judge's designee and who shall sit as a voting member of the board, except that the judge may not vote or participate in setting ad valorem taxes under this section; an individual who is selected by the board of the local United Way or its equivalent; a member of a locally recognized faith-based coalition, selected by that coalition; a member of the local chamber of commerce, selected by that chamber or, if more than one chamber exists within the county, a person selected by a coalition of the local chambers; a member of the early learning coalition, selected by that coalition; a representative of a labor organization or union active in the county; a member of a local alliance or coalition engaged in cross-system planning for health and social service delivery in the county, selected by that alliance or coalition; a member of the local Parent-Teachers Association/Parent-Teacher-Student Association, selected by that association; a youth representative selected by the local school system's student government; a local school board member appointed by the chair of the school board; the mayor of the county or the mayor's designee; one member of the county governing body, appointed by the chair of that body; a member of the state Legislature who represents residents of the county, selected by the chair of the local legislative delegation; an elected official representing the residents of a municipality in the county, selected by the county municipal league; and 4 members-at-large, appointed to the council by the majority of sitting council members. The remaining 7 members shall be appointed by the Governor in accordance with procedures set forth in paragraph (a), except that the Governor may remove a member for cause or upon the written petition of the council. Appointments by the Governor must, to the extent reasonably possible, represent the geographic and demographic diversity of the population of the county. Members who are appointed to the council by reason of their position are not subject to the length of terms and limits on consecutive terms as provided in this section. The remaining appointed members of the governing board shall be appointed to serve 2-year terms, except that those members appointed by the Governor shall be appointed to serve 4-year terms, and the youth representative and the legislative delegate shall be appointed to serve 1-year terms. A member may be reappointed; however, a member may not



serve for more than three consecutive terms. A member is eligible to be appointed again after a 2-year hiatus from the council.

(c) This subsection does not prohibit a county from exercising such power as is provided by general or special law to provide children's services or to create a special district to provide such services.

(2)(a) Each council on children's services shall have all of the following powers and functions:

1. To provide and maintain in the county such preventive, developmental, treatment, and rehabilitative services for children as the council determines are needed for the general welfare of the county.

2. To provide such other services for all children as the council determines are needed for the general welfare of the county.

3. To allocate and provide funds for other agencies in the county which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.

4. To collect information and statistical data and to conduct research which will be helpful to the council and the county in deciding the needs of children in the county.

5. To consult and coordinate with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.

6. To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subparagraph shall be construed to authorize a district to issue bonds of any nature, nor shall a district have the power to require the imposition of any bond by the governing body of the county.

7. To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and functions.

(b) Each council on children's services shall:

1. Immediately after the members are appointed, elect a chair and a vice chair from among its members, and elect other officers as deemed necessary by the council.

2. Immediately after the members are appointed and officers are elected, identify and assess the needs of the children in the county served by the council and submit to the governing body of each county a written description of:

a. The activities, services, and opportunities that will be provided to children.

b. The anticipated schedule for providing those activities, services, and opportunities.

c. The manner in which children will be served, including a description of arrangements and agreements which will be made with community organizations, state and local educational agencies, federal agencies, public assistance agencies, the juvenile courts, foster care agencies, and other applicable public and private agencies and organizations.

d. The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.

e. The manner in which the council will seek and provide funding for unmet needs.

f. The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

3. Provide training and orientation to all new members sufficient to allow them to perform their duties.

4. Make and adopt bylaws and rules and regulations for the council's guidance, operation, governance, and maintenance, provided such rules and regulations are not inconsistent with federal or state laws or county ordinances.

5. Provide an annual written report, to be presented no later than January 1, to the governing body of the county. The annual report shall contain, but not be limited to, the following information:

a. Information on the effectiveness of activities, services, and programs offered by the council, including cost-effectiveness.

b. A detailed anticipated budget for continuation of activities, services, and programs offered by the council, and a list of all sources of requested funding, both public and private.

c. Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.

d. A description of the degree to which the council's objectives and activities are consistent with the goals of this section.

e. Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services, and activities have been successfully used by children.

f. Information on programs, services, and activities that should be eliminated; programs, services, and activities that should be continued; and programs, services, and activities that should be added to the basic format of the children's services council.

(c) The council shall maintain minutes of each meeting, including a record of all votes cast, and shall make such minutes available to any interested person.

(d) Members of the council shall serve without compensation, but shall be entitled to receive reimbursement for per diem and travel expenses consistent with the provisions of s. 112.061.

(3)(a) The fiscal year of the district shall be the same as that of the county.

(b) On or before July 1 of each year, the council on children's services shall prepare a tentative annual written budget of the district's expected income and expenditures, including a contingency fund. The council shall, in addition, compute a proposed millage rate within the voter-approved cap necessary to fund the tentative budget and, prior to adopting a final budget, comply with the provisions of s. 200.065, relating to the method of fixing millage, and shall fix the final millage rate by resolution of the council. The adopted budget and final millage rate shall be certified and delivered to

the governing body of the county as soon as possible following the council's adoption of the final budget and millage rate pursuant to chapter 200. Included in each certified budget shall be the millage rate, adopted by resolution of the council, necessary to be applied to raise the funds budgeted for district operations and expenditures. In no circumstances, however, shall any district levy millage to exceed a maximum of 0.5 mills of assessed valuation of all properties within the county which are subject to ad valorem county taxes.

(c) The budget of the district so certified and delivered to the governing body of the county shall not be subject to change or modification by the governing body of the county or any other authority.

(d) All tax money collected under this section, as soon after the collection thereof as is reasonably practicable, shall be paid directly to the council on children's services by the tax collector of the county, or the clerk of the circuit court if the clerk collects delinquent taxes.

(e)1. All moneys received by the council on children's services shall be deposited in qualified public depositories, as defined in s. 280.02, with separate and distinguishable accounts established specifically for the council and shall be withdrawn only by checks signed by the chair of the council and countersigned by either one other member of the council on children's services or by a chief executive officer who shall be so authorized by the council.

2. Upon entering the duties of office, the chair and the other member of the council or chief executive officer who signs its checks shall each give a surety bond in the sum of at least \$1,000 for each \$1 million or portion thereof of the council's annual budget, which bond shall be conditioned that each shall faithfully discharge the duties of his or her office. The premium on such bond may be paid by the district as part of the expense of the council. No other member of the council shall be required to give bond or other security.

3. No funds of the district shall be expended except by check as aforesaid, except expenditures from a petty cash account which shall not at any time exceed \$100. All expenditures from petty cash shall be recorded on the books and records of the council on children's services. No funds of the council on children's services, excepting expenditures from petty cash, shall be expended without prior approval of the council, in addition to the budgeting thereof.

(f) Within 10 days, exclusive of weekends and legal holidays, after the expiration of each quarter annual period, the council on children's services shall cause to be prepared and filed with the governing body of the county a financial report which shall include the following:

1. The total expenditures of the council for the quarter annual period.
2. The total receipts of the council during the quarter annual period.
3. A statement of the funds the council has on hand, has invested, or has deposited with qualified public depositories at the end of the quarter annual period.
4. The total administrative costs of the council for the quarter annual period.

(4)(a) Any district created pursuant to this section may be dissolved by a special act of the Legislature, or the county governing body may by ordinance dissolve the district subject to the approval of the electorate.

(b)1.a. Notwithstanding paragraph (a), the governing body of the county shall submit the question of retention or dissolution of a district with voter-approved taxing authority to the electorate in the general election according to the following schedule:

(I) For a district in existence on July 1, 2010, and serving a county with a population of 400,000 or fewer persons as of that date. . . . . 2014.

(II) For a district in existence on July 1, 2010, and serving a county with a population of more than 400,000 but fewer than 2 million persons as of that date. . . . . 2016.

(III) For a district in existence on July 1, 2010, and serving a county with a population of 2 million or more persons as of that date. . . . . 2020.

b. A referendum by the electorate on or after July 1, 2010, creating a new district with taxing authority may specify that the district is not subject to reauthorization or may specify the number of years for which the initial authorization shall remain effective. If the referendum does not prescribe terms of reauthorization, the governing body of the county shall submit the question of retention or dissolution of the district to the electorate in the general election 12 years after the initial authorization.

2. The governing board of the district may specify, and submit to the governing body of the county no later than 9 months before the scheduled election, that the district is not subsequently subject to reauthorization or may specify the number of years for which a reauthorization under this paragraph shall remain effective. If the governing board of the district makes such specification and submission, the governing body of the county shall include that information in the question submitted to the electorate. If the governing board of the district does not specify and submit such information, the governing body of the county shall resubmit the question of reauthorization to the electorate every 12 years after the year prescribed in subparagraph 1. The governing board of the district may recommend to the governing body of the county language for the question submitted to the electorate.

3. Nothing in this paragraph limits the authority to dissolve a district as provided under paragraph (a).

4. Nothing in this paragraph precludes the governing board of a district from requesting that the governing body of the county submit the question of retention or dissolution of a district with voter-approved taxing authority to the electorate at a date earlier than the year prescribed in subparagraph 1. If the governing body of the county accepts the request and submits the question to the electorate, the governing body satisfies the requirement of that subparagraph.

If any district is dissolved pursuant to this subsection, each county must first obligate itself to assume the debts, liabilities, contracts, and outstanding obligations of the district within the total millage available to the county governing body for all county and municipal purposes as provided for under s. 9, Art. VII of the State Constitution. Any district may also be dissolved pursuant to s. 189.4042.

(5) After or during the first year of operation of the council on children's services, the governing body of the county, at its option, may fund in whole or in part the budget of the council on children's services from its own funds.

(6) Any district created pursuant to the provisions of this section shall comply with all other statutory requirements of general application which relate to the filing of any financial reports or compliance reports required under part III of chapter 218, or any other report or documentation required by law, including the requirements of ss. 189.415, 189.417, and 189.418.

(7)(a) Each county may by ordinance create a dependent special district within the boundaries of the county for the purpose of providing preventive, developmental, treatment, and rehabilitative services for children. The district is authorized to seek grants from state, federal, and local agencies and to accept donations from public and private sources, provided that the district complies with the provisions of paragraphs (1)(a) and (2)(b), and provided that the district has a budget that requires approval through an affirmative vote of the governing body of the county or may be vetoed by the governing body of the county.

(b) If the provisions of a county charter relating to the membership of the governing board of a dependent special district conflict with paragraph (1)(a), a county may by ordinance create a dependent special district within the boundaries of the county for the purpose of providing preventive, developmental, treatment, and rehabilitative services for children and the district shall be authorized to seek grants from state, federal, and local agencies and to accept donations from public and private sources, provided that the district complies with the provisions of paragraph (2)(b), and provided that the district has a budget that requires approval through an affirmative vote of the governing body of the county or may be vetoed by the governing body of the county.

(8) It is the intent of the Legislature that the funds collected pursuant to the provisions of this section shall be used to support improvements in children's services and that such funds shall not be used as a substitute for existing resources or for resources that would otherwise be available for children's services.

(9) Two or more councils on children's services may enter into a cooperative agreement to share administrative costs, including, but not limited to, staff and office space, if a more efficient or effective operation will result. The cooperative agreement shall include provisions on apportioning costs between the councils, keeping separate and distinct financial records for each council, and resolving any conflicts that might arise under the cooperative agreement.

(10) Two or more councils on children's services may enter into a cooperative agreement to seek grants, to accept donations, or to jointly fund programs serving multicounty areas. The cooperative agreement shall include provisions for the adequate accounting of separate and joint funds.

(11) Personal identifying information of a child or the parent or guardian of the child, held by a council on children's services, juvenile welfare board, or other similar entity created under this section or by special law, or held by a service provider or researcher under contract with such entity, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to such information held before, on, or after the effective date of this exemption.

**History.**—ss. 1, 2, 3, 4, 5, ch. 86-197; s. 26, ch. 89-379; s. 30, ch. 90-288; s. 825, ch. 95-147; s. 2, ch. 97-255; s. 12, ch. 99-8; s. 141, ch. 2001-266; s. 1, ch. 2002-238; s. 1, ch. 2004-86; s. 5, ch. 2004-484; s. 24, ch. 2008-4; s. 1, ch. 2009-151; s. 33, ch. 2010-210.

**125.902 Children's services council or juvenile welfare board incentive grants.—**

(1) Subject to specific appropriations, it is the intent of the Legislature to provide incentives to encourage children's services councils or juvenile welfare boards to provide support to local child welfare programs related to implementation of community-based care.

(a) A children's services council or juvenile welfare board, as authorized in s. 125.901, may submit a request for funding or continued funding to the Department of Children and Family Services to support programs funded by the council or board for local child welfare services related to implementation of community-based care.

(b) The Department of Children and Family Services shall establish grant application procedures.

(2) The Department of Children and Family Services shall make award determinations no later than October 1 of each year. All applicants shall be notified by the department of its final action.

(3) Each council or board that is awarded a grant as provided for in this section shall submit performance and output information as determined by the Department of Children and Family Services.

**History.**—s. 75, ch. 2000-139; s. 40, ch. 2012-116.



# **A Report of the Children's Services Committee to the Leon County Commission**



**MARCH 27, 1990**

## **CHILDREN'S SERVICES COMMITTEE FINAL REPORT**

**Submitted to the  
Leon County Board of County Commissioners on  
March 27, 1990**

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## EXECUTIVE SUMMARY

Presented to the Leon County  
Board of County Commissioners

March 27, 1990

### Charge of Committee:

In May 1989, the Leon County Board of County Commissioners appointed the Children's Services Committee, a citizen's group composed of concerned individuals and representatives of organizations devoted to the well-being of children in Leon County. In an effort to determine the plight of Leon County's children, the Board charged the Committee to study children's issues, to identify needs, to find areas of duplication, and to present recommendations. After seven months of data collection and analysis, the Committee found that duplication is not an issue; the serious deficit of resources and services in Leon County is the issue.

### Summary of Findings:

The Children's Services Committee found there is a wide variety of community services committed to making a difference in the lives of families and children. It is apparent that these services are struggling daily to meet the unmet needs of our children, and that current federal, state, and local levels of funding are inadequate to meet these growing needs.

In 1989, Leon County's operating budget was \$65,000,000. Of this amount, 1.9% was spent on youth oriented programs and services. While these are excellent programs and should be continued, the County's budget is clearly insufficient to meet the pressing needs of Leon County's children. The budget includes the following:

- \$680,000 for children's library program;
- \$196,492 for school resource officer program;
- \$71,181 for parks and recreation activities for children;  
and
- \$52,802 for human service grant programs for children and  
their families.

Research on children's services has shown that children's support services are cost beneficial and significantly prevent and minimize many adverse outcomes, such as: 1) school dropouts; 2) handicapping conditions; 3) infant mortality; and 4) juvenile delinquency.



**Basic indicators on the plight of Leon County's children show that unmet needs are growing at an accelerated rate. It is imperative that we focus on the prevention of these adverse outcomes.**

The following indicators of concern are taken from the report of the Committee:

- 31% of children ages four or under and 28% of children ages 5 to 17 live in poverty in Leon County.
- 1,580 families with children in Leon County are on waiting lists for subsidized housing.
- The number of low birth weight babies (newborns weighing less than 5.5 pounds) born in Leon County increased by 37% between 1983 and 1987. Low birth weight babies are twenty times more likely to die within the first year of life.
- The number of known cocaine babies in Leon County increased 443% between 1987 and 1988 (from 7 to 38).
- 538 children are on the waiting list for subsidized day care.
- 1,745 children were referred for abuse and neglect in Leon County in 1988.
- The number of children with sexually transmitted diseases in Leon County increased 44% between 1987 and 1988 (from 493 to 709).
- The number of violent crimes committed by Leon County youth increased 35% between 1988 and 1989.
- 60% of all Leon County juveniles arrested in 1989 were involved with illegal drugs.

The Children's Services Committee strongly believes that ignoring our children's needs in Leon County is costly in terms of human suffering, community impacts, and dollars. The following underlying assumptions about our children's quality of life must shape our future efforts and decisions:

1. The future of any community is dependent upon its children, and children do not exist separately from their families or community.
2. To ensure the well-being of children, attention must be given to the well-being of the family.
3. Because risks to children are cumulative, prevention and early intervention with at-risk children are cost effective and have lifetime benefits.

Recommendations:

Based on the evidence of a large and growing problem among children in Leon County, the **Children's Services Committee unanimously recommends that the Board of County Commissioners establish a Children's Services Board.** This board, allowed under Florida Statutes 125.901, permits citizens of a county to establish an independent special district to raise money and coordinate services for children.

There are many unmet needs among children in this county and every increasing demands on the County's budget. **Therefore, we urge the Leon County Board of County Commissioners to place before the voters a referendum on a one-half mill increase in ad valorem taxes to fund children's services.** The Committee recognizes that this is just a first step in dealing with the problems facing our county's children. This step will, however, move us in the right direction by providing a steady source of funding and a mechanism for coordinating services for the children of Leon County.



## METHODOLOGY

In May 1989, the County Commission appointed the Children's Services Committee, a citizen's group composed of concerned individuals and representatives of organizations devoted to the well-being of children in Leon County. In an effort to determine the plight of Leon County's children, the Board charged the Committee to study children's issues to identify needs, to find areas of duplication, and to present recommendations.

The Committee received staff support from the Tallahassee-Leon County Planning Department and the Leon County Division of Social Services.

The Committee began its study with a thorough analysis of the problems facing Leon County's children as manifested by such symptoms as: teenage pregnancy, substance abuse by children, teen suicide, and infant mortality. Statistical data, including comparative data between years as well as trend data, was then collected in order to identify the magnitude of the problem. The Committee also cited conditions that are known from recent research to perpetuate or cause the problem.

The next step taken was that of identifying all of the services provided by agencies in Leon County. A survey of service providers was undertaken by the Committee members. The response rate was excellent and much valuable information was gathered. (See Appendix A.)

Based upon a review of key measurement indicators, such as waiting list data, the Committee identified existing service gaps both in terms of (1) nonexistent programs aimed at addressing a type of problem, and (2) programs with an inadequate service level based upon the demand for that service. (See Appendix B.)

Topical issues were developed by the Committee representing those areas of greatest concern for children in this County. The Committee then focused its study upon these topical issues and programs that have proven to be successful. A summary of each key topical issue is contained within this report.

Finally, after seven months of data collection and analysis, the Committee made two specific recommendations to the Leon County Board of County Commissioners. These recommendations and examples of programs for consideration are also contained within this report.

As its meeting of February 27, 1990, the Leon County Board of County Commissioners voted to place the issue of creating a Children's Services Council before the voters at a special election to be held on May 8, 1990. The Board's action was in response to the findings and recommendations of the Children's Services Committee.

The following underlying assumptions shaped the work of the Committee:

1. The future of any community is dependent upon its children, and children do not exist separately from their families or community.
2. To ensure the well-being of children, attention must be given to the well-being of the family.
3. Because risks to children are cumulative, prevention and early intervention with at-risk children are cost effective and have lifetime benefits.

## STATEMENT OF THE PROBLEM

Historically, services for children have been a responsibility of cities, counties, state government, the federal government, and community agencies. In many areas of Florida, counties have responded to the needs of youth by creating juvenile welfare boards, divisions of children's services, and comparable organizational entities. Some have levied special taxes on behalf of these initiatives. A number of counties are actively involved in the support of a range of children's services, including but not limited to emergency shelter, children's mental health, substance abuse programs, juvenile justice, day care, and child health. The responsiveness of these counties in addressing the needs of children has been an invaluable contribution to the state's efforts to combat continuing and sometimes dramatic increases in problems impacting on children, including divorce, desertion, illegitimacy, teen pregnancy, domestic violence, runaway youth, juvenile crime, child abuse and neglect, child poverty, hunger, homelessness, mental illness, substance abuse, school failure, school dropouts, and childhood illness. Unfortunately, these symptoms of societal dysfunction have been growing at a much faster rate than have the services and resources to address them.

Consider just a few of the dilemmas facing today's children and youth:

### National and State Data

- At least 25 percent of all Florida's children live in poverty.
- Thirty percent of the state's babies are born without prenatal care.
- Between 1980 and 1985, there was a 63 percent increase in the number of American children living in poverty.
- Approximately 40 percent of all homeless persons in Florida and Leon County are families with children, up from 25 percent in 1985. Indeed, families with children represent the fastest growing segment of the homeless population.

- On the average, poor families must spend 65 to 70 percent of their limited incomes for housing, over twice the 30 percent maximum recommended by the United States Department of Housing and Urban Development. In these families, little money remains for food, clothing, transportation, health care, dental health, child day care, and other necessities.
- One out of every three students in Florida who were ninth graders in 1983 did not receive a standard diploma in 1986 along with their classmates. Florida has the lowest high school graduation rate among all 50 states.
- Thirty percent of those over the age of 16 have less than an eighth grade education.
- The unemployment rate for young adults is triple the rate for the general population.
- Three-fourths of those who are unemployed lack sufficient literacy skills to be trained for new or better jobs.
- At present, the cost of just one year of school dropouts (about 40,000) will ultimately be \$2 billion to the State of Florida. Unchanged to the year 2000, the cost will be at least \$22 billion in lost tax revenues, welfare, unemployment, and crime.
- Given the present educational trends, the year 2000 will find 80 percent of the net growth in Florida's labor force coming from those not well educated or prepared for productive employment. There will be a clear mismatch between the needs of the labor market and the ability of Florida's young people to meet these demands.
- Florida now ranks second in the nation in the number of pediatric (child) AIDS cases.
- In FY1989-90, the Department of Health and Rehabilitative Services will receive and investigate approximately 116,000 reports of child abuse and neglect; up 147 percent from FY1983-84.
- From 1987 through 1989, the number of substance abused newborns (principally cocaine babies) reported to HRS increased by 443 percent.
- From 1987 through 1989, the number of emotionally disturbed youngsters served by Florida's children's mental health system increased by 25 percent.
- The number of Florida families seeking to recover child support obligations is now increasing by a record 17,000 per month.

- Teen pregnancy is continuing to escalate. On the average, teenage parents are seven times more likely to spend the rest of their lives in poverty. Eighty-five percent of teen mothers drop out of school.
- According to the Physicians Task Force on Hunger of Harvard University, 8 to 10 percent of all American children suffer from chronic hunger. A much higher percentage are affected by serious nutritional deficiency.
- The nation's infant mortality rate continues to be one of the highest in the western industrialized world.

#### Leon County Data

It is important to note that there is no evidence to suggest that conditions for Leon County children are appreciably different from most of these national and state trends. Indeed, the lack of child welfare resources in the area could be precipitating some conditions that are more severe than national norms.

The following information on the plight of Leon County's children is based, for the most part, on 1988-89 data, with some updates for 1990:

- 31% of children ages four or under and 28% of children ages 5 to 17 live in poverty in Leon County (22% of our nation's children are in poverty) (1980 census).
- 1,580 families with children in Leon County are on waiting lists for subsidized housing.
- The number of low birth weight babies (newborns weighing less than 5.5 pounds) born in Leon County increased by 37% between 1983 and 1987. Low birth weight babies are twenty times more likely to die within the first year of life. One-quarter will be handicapped if not given specialized care and early intervention.
- The number of known cocaine babies in Leon County increased 443% between 1987 and 1988 (from 7 to 38). From July 1, 1989, through February 28, 1990, 50 cocaine babies were born in Leon County.
- In 1989, 911 children were in subsidized child care in Leon County, but 538 children were on the waiting list (240 infants, 265 two to four year olds, 33 school age). As of March 1990, there are 1,176 receiving subsidized child care and 719 children are on the waiting list. Subsidized child care is provided on a sliding scale to children of low income parents who need child care to go to school, to work, or who are at risk for child abuse.

- 1,745 children were referred for abuse and neglect in Leon County in 1988. There are only 13 child abuse investigators in Leon and Wakulla Counties.
- The number of children with sexually transmitted diseases in Leon County increased 44% between 1987 and 1988 (from 493 to 709).
- The number of violent crimes committed by Leon County youth increased 35% between 1988 and 1989.
- Sixty percent of all Leon County juveniles arrested in 1989 were involved with illegal drugs.
- 269 children in Leon County were placed in shelter care.
- 14.2 per 1,000 infants did not live past their first birthday. Our infant mortality rate has risen from 10.73 per 1,000 in 1985 to 14.2 per 1,000 in 1988-89, which is significantly above the national average.
- 2,828 children received aid for families with dependent children (AFDC) in our County. This represents 21% of our children who are in poverty; a family of four on AFDC receives \$338 per month.
- 586 kindergarten students were not promoted at a cost of \$1,991,814 to the taxpayers.
- 1,489 K-12th graders were not promoted. The total cost of repeated grades was \$4,501,247.
- 335 children were born to teenagers in Leon County.
- Only 22% of the estimated 389 young children aged 0-4 with handicaps in Leon County received early intervention services.
- 45 homeless families with 55 children ask for help during a 24 hour period in Leon County.
- 184 children were admitted for substance abuse treatment programs.
- 10-15 children at any given time are waiting for adoptive homes.
- HRS has experienced tremendous growth in children with case management needs between July 1988 to July 1989 in Leon County. For instance, the protective services case load increased from 17 to 69; the Voluntary Family Services case load increased from 17 to 69 cases; and the Foster Care case load increased from 119 to 137.



- There were 3,462 delinquency intake referrals between July 1988 and July 1989.
- 533 referrals were for status offenses (truancy, beyond parental control; and runaway).
- 186 Leon County children were on community control and furlough; 46 in commitment status, and 33 in detention status.

Many of these basic indicators show that the unmet needs of Leon County's children are growing at an accelerated rate. It is imperative that the County focus on the prevention of these adverse outcomes.

The Children's Services Committee found that while there is a wide variety of community services committed to making a difference in the lives of families and children, it is apparent that these services are struggling daily to meet the unmet needs of the County's children, and that current federal, state, and local levels of funding are inadequate to meet these growing needs.

In FY1988-89, Leon County's budget was \$65 million. Of this amount, 1.9% or \$1.2 million was spent on youth oriented programs and services. While these are excellent programs and should be continued, the County's budget is clearly insufficient to meet the needs of Leon County's children.

## COMMITTEE FINDINGS

This section is organized into four parts:

1. Specific findings for each topical issue identified as a major topic of concern.
2. General conclusions made by the Committee relative to the problems faced by children in Leon County.
3. Specific recommendations from the Committee to the Leon County Board of County Commissioners.
4. Examples of programs which the Committee's research indicates are cost effective.

### Specific Findings

The following summarizes key committee findings respective to child welfare in Leon County:

1. Topical Issue: Maternal and Child Health

#### Summary of Findings:

Low birth weight babies are 40 times more likely to die in the first 28 days of their life, and 20 times more likely to die in the first year if not receiving proper medical care. One-fourth of all low birth weight babies who do live suffer some form of permanent disability. One-quarter will be handicapped if not given specialized care and early intervention. 14.2 per 1,000 infants do not live past their first birthday. The number of low birth weight babies (newborns weighing less than 5.5 pounds) born in Leon County increased by 37% between 1983 and 1987. Our infant mortality rate has risen from 10.73 per 1,000 in 1985 to 14.2 per 1,000 in 1988-89, which is significantly above the national average.

Life-style activities such as smoking, alcohol consumption, drug use, poor nutrition, sexually transmitted disease, and stress can produce low birth weight babies, along with a wide range of other birth complications and disabling conditions. Only 22% of the estimated 389 young children aged 0-4 with handicaps in Leon County are receiving early intervention services. To a significant degree, the provision of prenatal care and education can reduce these problematic birth outcomes. More specifically, prenatal care in Leon County and elsewhere is known to save up to seven dollars in long term health care costs for mothers and children for every dollar spent to provide it.

Unfortunately, 30 percent of all the state's babies are born without prenatal care. Many suffer the consequences. In Leon County, only 40 percent of all women who do access prenatal care through the public health system do so in the first trimester of pregnancy. This can be extremely problematic for those whose life-styles have not been conducive to normal pregnancies. In addition, educational programs for pregnant women in Leon County are generally not available for those who cannot pay for such services. Lack of awareness regarding the potential consequences of improper prenatal care can further be found in the dramatic increase in the incidence of cocaine babies. Such babies, born addicted, often spend the first months of their infancy fighting for life. The number of known cocaine babies in Leon County increased 443% between 1987 and 1988 (from 7 to 38). From July 1, 1989, through February 28, 1990, 50 cocaine babies were born in Leon County.

The effects of sexually transmitted diseases can also be devastating for newborns. The number of children with sexually transmitted diseases in Leon County increased 44% between 1987 and 1988 (from 493 to 709). In this regard, all should be concerned that Leon County has the highest incidence of sexually transmitted diseases among its general population in the state.

Beyond the issue of prenatal care, the provision of adequate health care to families is essential to child development. Unfortunately, this is a serious deficiency in Leon County, particularly for those who are poor. 2,828 children receive aid for families with dependent children (AFDC) in our County. This represents 21% of our children who are in poverty; a family of four on AFDC receives \$338 per month. At present, there are waiting lists for the receipt of primary health care services at the HRS Leon County Health Department and the Tallahassee Pediatric Foundation. Hundreds of families and children are medically needy because they do not have health insurance or do not qualify for Medicaid. This is an acute problem among the working poor whose wages are not sufficient to afford health insurance or health care, yet earn too much to qualify for state indigent health assistance. Such families routinely access hospital emergency rooms for basic health care, with the citizens of Leon County often assuming responsibility for the payment of unreimbursed hospital expenditures.

Of particular concern for all area residents is the finding that of all age groups, adolescents are at the most serious risk of debilitating health problems due to the lack of local health care resources for those unable to pay for them. Teen pregnancy is also a major concern of the Committee. Based on 1988-89 data, 335 children were born to teenagers in Leon County. On the average, teenage parents are seven times more likely to spend the rest of their lives

in poverty than their peers. Eighty-five percent of teen mothers drop out of school. Teen parents are twice as likely to have low birth weight babies, have a repeat pregnancy within two years, to abuse their children, and have poor health outcomes. At present, services for teen parents in Tallahassee are seriously lacking. Specifically, only half of the adolescents who become pregnant are served by the Teen Parent Program of the Leon County schools, and then only if they remain in school.

Regarding the schools, the committee finds that health resources in the Leon County Public School system are inadequate to identify early child health problems and initiate appropriate follow up. Because of other deficiencies in the area's health care system, schools are often the only alternative for the early detection of child health problems.

Finally, it should be recognized that family disintegration, including divorce, desertion, illegitimacy, and domestic violence, is placing an increasing number of Leon County families in a position of being unable to afford quality health care for their children.

2. Topical Issue: Child Care

Summary of Findings:

The increasing number of mothers in the Leon County work force and the rising number of our children in out-of-home care have greatly increased the demand for child care in our community. Tallahassee reflects the nationwide statistics from the United States Department of Labor that 53% of all children ages 0 to 6 have mothers who work. Whether a primary parent works because of choice or because of economic necessity, quality child care is paramount because the first years of life are critically important for psychological and cognitive development.

The cost/benefits of high quality subsidized child care for economically disadvantaged preschool children are well documented. For those children receiving quality care, it has been consistently found to reduce grade repetitions, special education placements, premature school dropout, and long term welfare dependency. Additionally, it allows low income parents to pursue gainful employment and job training opportunities, breaking the cycle of costly welfare dependency, and leading to economic self-sufficiency.

Based on 1988-89 data, 911 low income, disadvantaged, and special needs children in Leon County received subsidized child care through HRS, Project Head Start, and the Pre-Kindergarten program of the Leon County Schools. However, these programs are swamped with requests for eligible

children. There were 538 qualified children on the waiting list for care through HRS alone. As of March 1990, there were 1,176 children receiving subsidized child care and 719 children were on the waiting list. Many families, when told of at least a yearlong wait, do not bother to put their names on the list. Even more children wait to benefit from the Head Start and Pre-Kindergarten programs.

The net result of this overloaded and underfunded system for subsidized care is that many of our indigent or low income parents who want to work cannot do so because they have no safe place to leave their children. Moreover, many "working poor" families, who are income eligible for subsidized child care but for whom no subsidized space is available, spend an inordinate amount of their income for private day care or for before and after school care, or leave their children in untenable, poorly supervised situations. When a crisis occurs, the primary parents may quit their jobs.

Spaces for infant care are in particularly short supply, causing many teen parents who want to return to school to stay at home with their babies, losing critical time to complete their high school education. This inability to complete their schooling is likely to lock these girls and their children into a cycle of poverty, frustration, and abuse.

Fragile families who need and want child care assistance to give their children a good start in life deserve our help. Quality child care can help families establish a foundation for their children's future success. This lack of subsidized child care coupled with the lack of subsidized housing puts the low income family under great stress. 1,580 families with children in Leon County are on waiting lists for subsidized housing.

### 3. Topical Issue: Children's Mental Health

#### Summary of Findings:

Increasingly, children are the victims of abuse and neglect, domestic violence, divorce, desertion, illegitimacy, poverty, homelessness, substance abuse, school failure, and a wide range of often negative peer pressures. As the incidence of these problems increases within the general population, so too does serious emotional disturbance and mental illness among children. There is a definitive cause and effect relationship.

While there are no reliable data regarding the incidence of mental illness among Leon County's children, reports from schools, families, and agencies suggest that the problem is increasing rapidly. Given the unstable world that many children are growing up in, this should come as no surprise

to any. Though the Tallahassee area has produced some excellent mental health services for children, resources are not sufficient to meet the present level of need and a considerable number of children and youth are not receiving the professional attention they require. This is particularly true among children who are poor and disadvantaged. Unfortunately, these children are often the ones subjected to the most negative conditions.

At present, the most serious deficiencies in professional mental health services for Leon County children appear to involve: (1) early intervention to prevent the emergence of destructive influences that are often family based; (2) case management to ensure that troubled children receive the range of therapeutic services they require; (3) a continuum of residential care for those unable to be effectively treated in their own homes; (4) supportive services such as employment; (5) emergency shelter; and (6) specialized treatment for certain groups, including sex offenders.

Like so many child welfare services, effective mental health treatment for children can prevent wasted lives.

4. Topical Issue: Substance Abuse Among Children

Summary of Findings:

According to a large number of studies, substance abuse among children and youth is one of the fastest growing and most destructive problems in the state and the nation. In 1988-89, 184 children were admitted for substance abuse treatment programs. Common addictions range from alcoholism to crack cocaine. In Leon County, veteran members of AA report that young people under the age of 18 now comprise 30 percent or more of some area chapters, up from less than 5 percent just a few years ago. The number of young people arrested for alcohol and drug abuse is increasing, as is the number of other crimes committed by chemically dependent youth. 60% of all Leon County juveniles arrested in 1989 were involved with illegal drugs. Substance abuse in our schools continues to be a seriously destructive problem, particularly at the middle and high school levels. Substance abuse is literally becoming a cradle to grave issue, as can best be exemplified by Leon County's alarming accelerated increase of cocaine babies. The number of known cocaine babies in Leon County increased 443% between 1987 and 1988 (from 7 to 38). From July 1, 1989, through February 28, 1990, 50 cocaine babies were born in Leon County.

Like many Florida communities, the Tallahassee area has developed some excellent programs for substance abusing youth. Still, the sheer magnitude of the problem is rendering these efforts only partially effective. At



present, primary service deficiencies appear to focus on insufficient school based intervention resources, adolescent day treatment and after school programs, and community based treatment for young people involved with the juvenile justice system.

5. Topical Issue: Juvenile Justice

Summary of Findings:

In FY1988-89, the Department of Health and Rehabilitative Services received 3,462 referrals for juvenile delinquency from Leon County law enforcement agencies. Of these referrals, 533 involved status offenses including school truancy, "beyond parental control," and runaway behavior. An analysis of arrest and referral data further reveals that violent crime among Leon County youth increased by 35 percent over the last year, and that 60 percent of all juveniles arrested were involved with drugs. Dramatic increases in cocaine use among Leon County youth are being reported by local law enforcement. Additionally, the nature of young people being arrested and referred to HRS is becoming a serious issue. Specifically, 54 percent of all juvenile delinquents entering the department's commitment system in Leon County are considered serious habitual offenders.

Increases in juvenile delinquency and youth crime within Leon County, the increased seriousness of crime being committed, and the complexities of problems being presented by youthful offenders, are placing severe stress on all components of the juvenile justice system, including the police, courts, and treatment programs of the department. Moreover, the negative impact on the socioeconomic welfare of the community and its crime victims cannot be calculated. In 1988-89, 186 Leon County children were on community control and furlough, 46 in commitment status, and 33 in detention status.

6. Topical Issue: Child Protective Investigations

Summary of Findings:

In fiscal year 1988-89, HRS investigated 1,745 reports of child abuse and neglect in Leon County. In the first three months of this fiscal year, 467 reports have been investigated. At this rate, an overall increase of 13.3 percent in abuse/neglect reports is projected for the fiscal year 1989-90. Along with the rising number of reports, the number of placements of children in shelter care has risen dramatically. Last year, 269 children were placed in shelter care in Leon County. In the first three months of this year, 77 children have already been placed. If this trend continues, the annual placements of children in shelter care will increase 16 percent over last year.

The lack of shelter resources along with foster placement opportunities is one of the most serious problems facing Leon County's abused and neglected children. To compound the shelter problem, the lack of sufficient foster and group home alternatives causes children to stay in shelter for excessive periods of time, sometimes exceeding 50 and 60 days.

7. Topical Issue: Protective Services/Voluntary Family Services

Summary of Findings:

HRS has experienced tremendous growth in children with case management needs between July 1988 to July 1989 in Leon County. For instance, the Protective Services case load increased from 17 to 69, and the Voluntary Family Services case load increased from 17 to 69. These two service programs provide in-home services to children and families in cases where the child protective investigator has determined that child abuse and neglect are present, or where there is a threat of abuse or neglect. Families receive services from a protective services or voluntary family services counselor, either through court order or through voluntary agreement with HRS. The services are geared toward protection of the children in their own homes or in placement with relatives. Counselors coordinate a variety of services, such as housing assistance, emergency food, parent education training, child day care, and mental health counseling. Counselors visit homes regularly to plan services with the family and to monitor progress or problems.

The 1990 projected 13.3% increase in the number of abuse/neglect reports will result in a higher number of cases opened for services. 1,745 children were referred for abuse and neglect in Leon County in 1988. There are only 13 child abuse investigators in Leon and Wakulla Counties. There is pressure on investigators and counselors to provide comprehensive services and in-person supervision to families and children who are at high risk of abuse and neglect. The current case load in Sub-District 2B, which includes Leon County, is 25:1. That ratio is slightly higher than the Child Welfare League of America's suggested ratio of 20:1. However, with a staff turnover rate of approximately 60 percent, actual case loads are much higher.

While there are several successful services for high risk children (Intensive Crisis Counseling, Child Day Care, Parent Education Training, and Homemaker/Housekeeper Services), the service gap is most evident in early intervention services. The Newborn Project, for example, had a significant loss of funding this fiscal year, yet their services have critical impact on a newborn's health and expected quality of life.

Prematurity, low birth weight, and complex medical problems are often indicators of child abuse and neglect. Parent education training and housekeeper services are funded at nominal levels, and in Leon County the need for these services far exceed the means to purchase them.

Other preventative and educational programs and services are available in Leon County. However, many of these services require fees or certain criteria which may be prohibitive for many of the families served by HRS.

8. Topical Issue: Foster Care and Adoption

Summary of Findings:

Foster children and children who are free for adoption are those who have been temporarily or permanently removed from the custody of their parent(s). In these instances, the Department of Health and Rehabilitative Services is charged with placing such children temporarily in licensed foster homes or permanently in approved adoptive homes.

In July 1988, there were 119 children in foster care in Leon County. In July of 1989, there were 137, an increase of 15 percent. A greater number of children with severe problems are entering foster care and subsequent adoptive placement. The availability of foster homes able to provide suitable care for these types of children is a major problem in Leon County. It is also proving exceedingly difficult to recruit adoptive homes for the kinds of children that HRS has available. 10-15 children at any given time are waiting for adoptive homes.

This area of North Florida has only one position allocated to recruit, train, and license foster homes for nine counties, therefore severely limiting the ability of HRS to recruit and retain foster parents in Leon County. Foster parents find it difficult to maintain their commitment for an extended period of time due to the stress fostering places on their own family members. Little respite is provided to foster parents, which leads to high turnover. Because of this turnover, constant replenishing of the foster parent pool is required.

9. Topical Issue: Public Schools

Summary of Findings:

The Leon County Public School System has developed a number of initiatives to help children performing poorly in school. Such programs focus on academic performance as well as school behavior. Schools have also made concerted efforts to involve parents in the education of their children, and to cope with a wide range of problems confronting today's

youth, including divorce, desertion, illegitimacy, teen pregnancy, domestic violence, poverty, hunger, mental illness, drug abuse, crime, homelessness, illness, and neighborhood disintegration.

Despite the efforts of schools to cope, 25 percent of Leon County students drop out. Drug abuse, classroom disruptions, violence, truancy, suspensions, expulsions, and other destructive and self-defeating behaviors continue to escalate. Increasing numbers of parents are not involved in their children's education. Indeed, schools are often expected to act as surrogate parents. In many instances, our school system is being asked to rectify years of abuse, neglect, rejection, and a complete breakdown in parental responsibility. 586 kindergarten students were not promoted at a cost of \$1,991,814 to the taxpayers. 1,489 K-12th graders were not promoted. The total cost of repeated grades was \$4,501,247.

Unfortunately, schools are not funded, staffed, or equipped to effectively combat the bewildering range of problems presented by today's students. Still, most public school officials are wholly aware that they are often the "last hope" for many young people entrusted to their care, and that they must do what they can to help them within available resources. In this regard, members of the Committee recognized the efforts of Leon County Schools to help problem children, including programs for dropout prevention, teen parents, pre-kindergarten, handicapped, alternative education, in-school suspension, literacy tutoring, school volunteers, and others. Nevertheless, members of the Committee believe that more can and should be done by the Leon County Public School system to help problem youth, with emphasis on prevention, early intervention, and those who are economically disadvantaged.

10. Topical Issue: Current Funding for Children's Services in Leon County

Summary of Findings:

Presently, services to children in Leon County are provided by the County government, the City of Tallahassee, the Department of Health and Rehabilitative Services, and the Leon County School District, as well as various nonprofit human service agencies. The Department of Health and Rehabilitative Services has formal responsibility for providing for the needs of Florida's children.

In FY1988-89, Leon County budgeted \$1,270,733 for children's services, such as: prenatal care, emergency assistance to families, youth oriented programming at the library, mental health programming, public health services, and the Sheriff's school resource officer program. This represented

1.9 percent of the County's 1989 operating budget, which exceeded \$65 million. Of the \$1,270,733, almost \$680,000 was spent within the County's library system. Other major funding included \$196,492 for the Sheriff's School Resource Officer Program; \$71,181 for Parks and Recreation; and \$52,802 for Human Service Grants. These are all fine programs and must be continued; however, very little, if any, is spent on specific child welfare programs. The Committee recognizes that the County has very limited financial resources due to the mandated construction and operation of the new jail, as well as costs associated with the enormous increases to the criminal justice system and the funding of the improvements recommended in the comprehensive plan.

The City of Tallahassee is involved in the provision of children's services to the extent that it makes monetary or in-kind donations to nonprofit human service providers. In addition, individual City Commissioners fund particularly innovative programs or ideas through the Municipal Innovation Fund. In some cases, Commissioners use this funding source as "seed money" in order to obtain matching grant funds. For example, Commissioner Inman has pledged all of her Municipal Innovation Funds toward providing comprehensive programming aimed at alleviating homelessness. She hopes that this level of financial commitment will be equally matched and supported by the community.

Last year, the Mayor's Task Force on Drugs and Crime received funding from the City's general fund in the amount of \$1 million to, in conjunction with anticipated grant funds, provide substance abuse prevention programming and treatment alternatives. This effort has been well coordinated with other levels of government and social service providers and has also received funding from the County as well as in-kind contributions from the Leon County School Board, businesses, and citizens of the community.

Because these two issues are being given such a thorough analysis by the City, the Committee did not devote an extensive amount of time and resources to these two areas.

The largest provider of services to children in Leon County is the Department of Health and Rehabilitative Services. The department has a budget estimated at \$7,311,500 for the provision of services to children in Leon County. It includes programs such as: health care, child protective services, adoption services, foster care, child care, juvenile justice, and substance abuse.

The Leon County School Board provides, in addition to traditional educational services, programs designed to

educate parents and foster parents, encourage parental involvement in the educational process, prevent school dropouts, and provide support and programming for pregnant teens.

### General Conclusions

After seven months of data collection and analysis, the Children's Services Committee found that duplication of services is not an issue; the serious deficit of resources and services in Leon County is the issue.

The Committee found that while there is a wide variety of community services committed to making a difference in the lives of families and children, it was apparent that these services are struggling daily to meet the unmet needs of the County's children, and that current federal, state, and local levels of funding are inadequate to meet these growing needs.

The Committee found, through its research on children's services, that children's support services are cost beneficial and significantly prevent and minimize many adverse outcomes, such as: school dropouts, handicapping conditions, infant mortality, and juvenile delinquency.

Basic indicators on the plight of Leon County's children show that unmet needs are growing at an accelerated rate and it is imperative that the County focus on the prevention of these adverse outcomes.

The Committee strongly believes that ignoring our children's needs in Leon County is costly in terms of human suffering, community impacts, and dollars.

### Specific Recommendations

1. Based on the evidence of a large and growing problem among children in Leon County, the **Children's Services Committee unanimously recommends that the Board of County Commissioners establish a Children's Services Board.** This board, allowed under Florida Statutes 125.901, permits citizens of a to establish an independent special district to raise money and coordinate services for children.
2. There are many unmet needs among children in this County and ever increasing demands on the County's budget. **Therefore, we urge the Leon County Board of County Commissioners to place before the voters a referendum on a one-half mill increase in ad valorem taxes to fund children's services.** The Committee recognizes that this is just a first step in dealing with the problems facing our County's children. This step will, however, move us in the right direction by providing a steady source of funding and a mechanism for coordinating services for the children of Leon County.



### Examples of Programs

We encourage the Children's Services Council, when it is established, to focus its efforts on early intervention and prevention services and to review and consider the following types of programs, which our research indicates are cost effective:

- A prenatal care outreach program for families whose life-styles place them at high risk of problem pregnancies and abnormal birth outcomes.
- Expanded child care programs for at-risk children.
- A program to provide educational and supportive services to new parents who present serious risks to healthy childhood development.
- A health resource officer-nurse in every school.
- Community arbitration at paid work sites so that juveniles can meet court ordered restitution.
- Expand emergency shelter programs such as "Tree House" and "Someplace Else."
- Supervised transportation services to enable children and families to access programs and services.
- A program of home and family based mental health intervention to assist and treat families whose behaviors and living conditions are prompting early symptoms of child mental illness.
- Home and family based mental health information/services.
- Independent living and support services including employment and counseling for older adolescents.
- Adolescent day treatment and after school programs for those who are chemically dependent or at serious risk of becoming dependent.
- Services for substance abusing youth who are also involved with the juvenile justice system.

APPENDIX A  
CHILDREN'S SERVICES IN LEON COUNTY

The Committee attempted to inventory various children's services currently operating in the county. Attached is that inventory.

3208 Thomasville Road  
Tallahassee, FL 32312

**Contact Person:** Ann Powell

**Primary Phone Number:** (904) 385 - 7373

**Types of Services Provided** Emergency/Temporary childcare. Toy and childcare equipment loans.

**Clientele Served:** Children of indigent families particularly children of homeless families and teenagers.

**Referral Information:** Social Service agencies, state agencies and other sites where families in need are provided case management and follow-up services.

**Days of Operation:** 7 days a week.

**Hours:** 24 hrs

**Fee Structure:** No charge to clients.

**Comments:** Donations are needed and welcome. Care is provided in a time limited period (usually a month or two) during which each parent meet specified objectives that will provide independence and stability for the family.

**Service Area:** Leon County

**#of children served:** 10 to 15 a day.

**Budget:** \$25,000 a year

425 E Call Street  
Tallahassee, FL 32301

Contact Person: Art Trunkfield, Executive Director

Primary Phone Number: (904) 224 1734

Types of Services Provided Newborn Risk Prevention Program - Aids pregnant adolescents deliver healthy babies and facilitates parenting care for the infant in order to promote good health, developmental achievement, and prevent neglect and abuse within the family. Continuum of Services Program - provides intensive case management for children less than six years of age who are at risk of abuse, neglect or handicapping conditions.

Clientele Served: Pregnant adolescents and high risk infants and young children.

Referral Information: HRS, agencies, and other clients.

Days of Operation: Monday through Friday (available on weekend).

Hours: 8:00 a.m.-5:00 p.m. (on call 24 hrs).

Fee Structure: No charge to clients. Funded by HRS. Donations are solicited to supplement the program.

Comments: In 1988-89 only 2% of clients had low birth weight births (16% is expected for this population).

Service Area: HRS District 2 (14 counties).

# served 35 per year in Leon County - 330 in total program. Continuum of Service Program is only funded in Gadsden County.

## **JUVENILE ALTERNATIVE SERVICES PROGRAM**

**The University of West Florida**  
**11000 University Parkway, Pensacola, Florida 32415-5750**

**Contact Person:** Jim Trent, District II Coordinator

**Primary Phone Number:** (904) 474-2775

**Types of Services Provided:** Community arbitration, community work service program, restitution programs, family counseling services, and, depending on the county, adolescent groups, consequences of crime classes, retail theft groups, law education classes, and jail/prison tours.

**Clientele Served:** Juveniles under age 18 who have committed some type of law violation (i.e., delinquent act or local ordinance).

**Comments:** Program is short term with the average stay being less than two months. Those needing long term counseling are referred to other agencies.

In fiscal year 1988-89, 1,912 clients in District II (including Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Taylor, Wakulla, and Washington Counties) were handled with \$221,351 from HRS.

**Service Area:** District II

CHILD ABUSE PREVENTION PROJECT  
425 East Call Street  
Tallahassee, Florida 32301

Funded by the Florida Department of Health and Rehabilitative Services. Sponsored by the Brehon Institute for Human Services.

Contact Person: Any Staff Member  
Primary Phone Numbers: 224-1734

Types of Services Provided: Inner agency case management and crises intervention. The goal of the project is to prevent child abuse through providing teenage parents the prenatal education necessary to prevent low birth weight babies and failure to thrive.

Clientele Served: Primarily teenagers but will take other high risk clients.

Referral Information: Self or Professional Referrals.

Days of Operations: Monday through Friday

Hours: 8:00 am to 5:00 pm

Fee Structure: Free

Comments:

Service Area: District II

Number of clients served per year: 339

Money budgeted for Services: \$ 33,051.59



**EASTER SEAL REHABILITATION CENTER**

**910 Myers Park Drive, Tallahassee, Florida 32301**

**Contact Person:** Tobi L. Rosenstein, Executive Director

**Primary Phone Number:** (904) 222-4465, Ext. 23

**Types of Services Provided:** Most services are oriented to adults - Nursing, medication administration, dressings and treatment, exercise, physical therapy, counseling, social worker, speech therapy, occupational therapy, hot lunch (low salt), snacks, arts and crafts, music, and recreational therapy. Work evaluation, word processing training, loan closet, strike club, and purchase of services.

**Clientele Served:** All exceptionalities including physically handicapped, mentally retarded and emotionally handicapped persons.

**Referral Information:** No bedridden persons, must be Medicaid approved and referred by a physician (only for adult day care).

**Days of Operation:** Monday through Friday

**Hours:** 8:00 a.m. through 5:30 p.m.

**Fee Structure:** The fee structure is set depending on which program you are under.

**Comments:** Child programs include: Camping - Camp Challenge (summer); Specific Assistance/Family Programs - Purchase of service or lending equipment, e.g., therapy and medication for children who fall through the cracks.

**Service Area:** District 2B

**LEON COUNTY SCHOOLS, FDLRS, CHILD FIND**

**1940 N. Monroe Street, Suite 50, Tallahassee, Florida 32303**

**Contact Person:** Diane Johnson, Child Find Specialist

**Primary Phone Number:** (904) 487-2630

**Types of Services Provided:** To locate, identify and find services for developmentally-delayed children who are not in school. The program also provides preschool screening for vision, hearing and development.

**Clientele Served:** Handicapped children between the ages of birth to twenty-one.

**Referral Information:** Anyone over the age of twenty-one and not fitting the above description.

**Days of Operation:** Monday through Friday

**Hours:** 8:00 a.m. to 4:00 p.m.

**Fee Structure:** No charge to clients.

**Comments:** Child Find is a service of the Florida Diagnostic and Learning Resources System, a component of the Exceptional Student Education Department of Leon County Schools.

# children served in Leon County - 241  
Cost - \$35,000  
Funding - Public Schools  
Service - Identification of handicapped and follow-up for placement.

**Service Area:** Gadsden, Jefferson, Leon, Taylor and Wakulla Counties.

AMERICAN RED CROSS

924 N. Gadsden Street, Tallahassee, Florida 32303

**Contact Person:** Ray DeSousa, Executive Director

**Primary Phone Number:** (904) 222-3852

**Types of Services Provided:** Direct emergency assistance, disaster relief, first aid courses, communication for military families and veterans, and counseling:

1. Food assistance (particularly in summer to families).
2. Family fire.
3. CPR to day care workers - paid by workers because required by law.
4. Utility bills - families.
5. Medical assistance.

**Clientele Served:** Military members and their families, low income persons, disaster victims and the public in general.

**Referral Information:** They do provide referrals.

**Days of Operation:** Monday through Friday

**Hours:** 8:30 a.m. through 4:30 p.m.

**Fee Structure:** No charge to client.

**Comments:** DEAP assists with rent, utilities, food and medications. Emergency services to families with children:

1. 730 families with \$72,542 in utility bills.
2. 206 families with \$26,111 in paid rent.
3. 402 families with \$15,974 in food vouchers.
4. 94 persons (including children) with \$3,084 in medication.
5. 920 families (2,924 persons) received food from food pantry.
6. 28 families \$6,110 in fire relief.

**Service Area:** District 2B. Major direct services to Leon County. The Gadsden American Red Cross (904) 627-8454 provides all services except disaster services.

**Indexed Under:** Basic needs services, clothing assistance, community education, counseling, CPR, disaster relief, financial aid, first aid, food assistance, medical services and veteran's services

**BIG BEND CHILD CARE COUNCIL**

**2003 Apalachee Parkway, Suite 207-209, Tallahassee, Florida 32301**

**Contact Person:** Dave Soule, Executive Director

**Primary Phone Number:** (904) 878-0636

**Types of Services Provided:** The Big Bend Child Care Council has six directly operated centers and subcontracts with twenty-two family day care homes, and twenty-two private child care centers. The program provides child care services to abused and neglected children, Project Independence participant's children, families receiving AFDC, teenage parents and families who meet income eligibility requirements.

SMITH-WILLIAMS  
CHILDREN CARE CENTER  
2295 Pasco Street  
Tallahassee, FL 32304  
6 weeks to 5 years

ORANGE CHILD CARE  
CENTER  
2710 Country Club Dr.  
Tallahassee, FL 32301  
2 to 5 years

INA S. THOMPSON  
CHILD CARE CENTER  
2924 Apalachee Pkwy.  
Tallahassee, FL 32301

PARENT/CHILD  
ENRICHMENT CENTER  
108 S. Main Street  
Havana, FL 32333  
6 weeks to 5 years

LINCOLN CHILD CARE  
CENTER  
438 W. Brevard St.  
222-7356, Teenage  
Parent  
6 weeks to 5 years

A CHILD'S WORLD  
CHILD CARE CENTER  
548 E. Bradford Rd.  
Tallahassee, FL 32301  
6 weeks to 5 years

**Days of Operation:** Monday through Friday

**Hours:** Office, 9:00 a.m. to 5:00 p.m. Centers,  
7:30 a.m. to 5:30 p.m.

**Fee Structure:** Sliding scale fee.

**Comments:** Waiting list for services; priority to HRS clients, teens, low income families. Leon County - 867 children served; \$1.5 - \$1.6 million budget.

**Service Area:** Gadsden, Jefferson, Leon, Liberty,  
Madison, Taylor and Wakulla Counties.

**Indexed Under:** Advocacy, counseling, day care, family  
counseling, and parent education.

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY MATERNITY/  
IMPROVED PREGNANCY OUTCOME PROGRAM**

**2965 Municipal Way, Tallahassee, Florida 32304**

**Contact Person:** Laurie McCort, Outreach Social Worker

**Primary Phone Number:** (904) 487-3146

**Types of Services Provided:** Physician provision of prenatal care, delivery, 6-week follow-up, and tubal ligations.

**Clientele Served:** Low income families.

**Referral Information:** Program pays only physician costs and some laboratory costs. Eligibility criteria: low income. Applicants seen by appointment only. For appointments call 487-3155.

**Days of Operation:** Monday through Friday

**Hours:** 8:00 a.m. to 5:00 p.m.

**Fee Structure:** No charge to client.

**Comments:** Women are linked to Medicaid for payment of hospital costs and medications and to reduce direct payments out of program budget. Number served - 767 women, \$150,000.

**Service Area:** Leon County.

**Indexed Under:** Medical services, pregnancy-related services, pregnancy testing and prenatal care.

**FEMINIST WOMEN'S HEALTH CENTER**

**505 W. Georgia Street, Tallahassee, Florida 32301**

**Contact Person:** Linda Gray, Co-Director

**Primary Phone Number:** (904) 224-9600

**Types of Services Provided:** We provide direct services for: First trimester abortions, pregnancy screening, pregnancy counseling and referral, and self-help groups. Maintains a library on women's concerns, birth control methods, nutrition counseling and general self-help counseling. Also, VD screening, diabetes screening, prenatal clinic. Community education, sickle cell anemia testing, hypertension testing, and anonymous AIDS testing.

**Clientele Served:** Any interested woman.

**Referral Information:** Self or professional referral.

**Days of Operation:** Monday through Saturday

**Hours:** Hours are by appointment only.

**Fee Structure:** Sliding scale fees.

**Comments:** Accepts Medicaid.

**Service Area:** District 2. South Georgia.

**Indexed Under:** Birth control, community education, counseling, family planning, library, medical services, nutritional education, pregnancy testing, pregnancy-related services, prenatal care, support groups, venereal disease and women's services.



**LEON COUNTY PUBLIC HEALTH UNIT**

**2965 Municipal Way, Tallahassee, Florida 32304**

**Contact Person:** Arthur P. Cooper, Administrator

**Primary Phone Number:** (904) 487-3146

**Types of Services Provided:** Information and referral is provided in all program areas. Health education in chronic disease, communicable disease control, dental health, environmental health and school health is an integral part of all services. A satellite clinic has been established at the Lincoln Community Center which provides some services to that particular area.

**Clientele Served:** Anyone may call or walk in.

**Referral Information:** Dental health services are restricted to school aged, medically indigent children and 62 years and over.

**Days of Operation:** Monday through Friday

**Hours:** 8:00 a.m. to 5:00 p.m.

**Fee Structure:** Small fee for some services.

**Comments:** A family planning program is also available. Number of clients served per year - 5,600; amount of money budgeted for services - \$1,063,797.

**Service Area:** Leon County

**Indexed Under:** Birth control, cancer, community education, dental, diabetes, diseases, environmental health, family planning, health departments, Health and Rehabilitative Services, immunizations, nursing services, nutrition education, medical services, pregnancy testing and venereal disease.

**CHILD PROTECTION TEAM**

**FY 88-89 Budget: \$228,178**

**Total Number of Children Served: 558**

**Number of Leon County Children Served: 406**

**Information provided by Elizabeth Jackson, Project Coordinator.**

**FLORIDA BAPTIST CHILDREN'S HOME**

**Total Budget for January, 1988 - December, 1988: \$653,842**

**Residential Care Budget: \$298,550**

**Non-Residential Services Budget: \$59,241**

**Total Number of Children Served: 105**

**Number of Leon County Children Served  
In Residential Care: 17**

**Number of Leon County Children Served  
In Non-Residential Programs: 9**

**Information Provided by Hugh Starnes, Administrator.**

**SOMEPLACE ELSE**

**FY 88-89 Budget: \$352,000**

**Total Number of Children Served in Residential Program: 327**

**Leon County Children Served In  
Residential Program: 220**

**Total Number of Children Served in Non-Residential Program: 163**

**Leon County Children Served In  
Non-Residential Program: 159**

**Information provided by Diane Alexander, Director.**

**FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES**

The Florida Network of Youth and Family Services does not provide direct services to children. This agency is an association for 17 runaway shelters operating throughout Florida. In addition to the 17 shelters, four other youth-serving agencies are affiliated with the association. Only one shelter, Someplace Else is located in Leon County and receives no direct funding from the association. The association is involved primarily in providing information, workshops, training programs and other forms of technical assistance to the member agencies. No budget information was requested.

Information was provided by Drucilla Carpenter, Assistant Director.

\*No direct services are provided.

**LEON ASSOCIATION FOR CHILDREN UNDER SIX**  
**5031 Vernon Road, Tallahassee, Florida 32301**

**Contact Person:** Ann Levy, Member  
**Primary Phone Number:** (904) 878-8397

**Types of Services Provided:** A professional group of educators and parents of young children providing advocacy, education and training.

**Clientele Served:** Interested individuals

**Referral Information:** Call for information.

**Days of Operation:** Varies.

**Hours:** Varies; meets periodically.

**Fee Structure:** No charge to clients.

**Comments:** An affiliate of the National Association for the Education of Young Children.

**Service Area:** Leon County.

**Indexed Under:** Advocacy, community education and training.

\*No direct services are provided.

**MARCH OF DIMES BIRTH DEFECTS FOUNDATION**

**1519 Killearn Center Boulevard, Suite A  
Tallahassee, Florida 32308**

**Contact Person:** Erin Mould, Community Director

**Primary Phone Number:** (904) 668-2677

**Types of Services Provided:** Information and literature on prevention of birth defects. A speaker's bureau is available. Programs for clubs, organizations and school on any of these topics is available. Audiovisual materials are available for loan on prenatal care, birth defects, genetics and general information about the March of Dimes. Professional educational materials for continuing educational study. Teenage pregnancy information programs for schools and communities. Resource for specific birth defects and parent support groups. On-site prenatal care programs for businesses.

**Clientele Served:** The entire community.

**Referral Information:** Self or professional referrals.

**Days of Operation:** Monday through Friday

**Hours:** 9:00 a.m. to 5:00 p.m.

**Fee Structure:** Minimum charge for large quantities of materials.

**Comments:** The March of Dimes has successfully reached its goal in finding a cure for polio and now we look forward to the challenges of the future as we continue our present mission to fight birth defects.

**Service Area:** Gadsden, Jefferson, Leon, Madison, Taylor and Wakulla counties. Liberty and Franklin counties are covered by the Gulf Coast March of Dimes. Contact Joan Peters at (904) 785-6460, 1815 West First Street #7, Panama City, Florida 32401.

**Indexed Under:** Advocacy, community education, diseases, handicapped and speaker's bureau.

**TALLAHASSEE'S CHILD**  
**1241 West Tharpe Street - Unit 10**  
**Street, Tallahassee, Florida 32303**

**Contact Person:** Sue Rondeau, Publisher  
**Primary Phone Number:** (904) 385-0888

**Types of Services Provided:** Tallahassee's Child is a news publication for parents which includes: a monthly calendar of events of happenings, classes, and workshops within our community for families. Features include: reviews of childrens' books, videos, computer software, columns on music, crafts, education, pediatric health, nutrition and the teen years. Local community educators, child psychologists, physicians, and others regularly contribute information for our readers.

**Clientele Served:** Subscribers

**Referral Information:** N/A

**Days of Operation:** Monday through Friday

**Hours:** 11:00 a.m. to 1:00 p.m.

**Fee Structure:** Set fee for services (subscription).

**Comments:** None

**Service Area:** Leon County

**Indexed Under:** Community education and information and referral.



**BIG BROTHERS/BIG SISTERS  
OF GREATER TALLAHASSEE**

**307 East 7th Avenue, #2, Tallahassee, Florida 32303**

**Contact Person:** Lynn Grossman, Executive Director

**Primary Phone Number:** (904) 681-6788

**Types of Services Provided:** Big Brothers/Big Sisters is the only national youth serving organization based on the warmth of one-to-one friendship between an adult and a child from a one parent home who needs attention.

**Clientele Served:** Children ages 6 to 17.

**Referral Information:** Self, family and professional referral.

**Days of Operation:** Monday through Friday

**Hours:** 9:00 a.m. to 5:00 p.m.

**Fee Structure:** No charge to client.

**Comments:** Donations accepted. BR/BS sponsors "Bowl for Kids" in February.

**Service Area:** Leon County.

**Indexed Under:** Volunteers.

**NORTH FLORIDA WOMEN'S HEALTH CENTER**  
**126 Salem Court, Suite B, Magnolia Office Plaza**  
**Tallahassee, Florida 32301**

**Contact Person:** Any staff member

**Primary Phone Number:** (904) 877-3183; After hours 222-8040 .

**Types of Services Provided:** GYN clinic, abortions, VD checks, pregnancy tests, birth control, blood tests, and workshops.

**Clientele Served:** Any interested person.

**Referral Information:** Self or professional referrals.

**Days of Operation:** Monday through Friday

**Hours:** 10:00 a.m. to 5:00 p.m.

**Fee Structure:** Set fees, low cost, no billing.

**Comments:** None

**Service Area:** District 2B and South Georgia.

**Indexed Under:** Birth control, family planning, medical services, pregnancy related services, pregnancy testing, venereal disease, and women's services.

**LEON COUNTY HEALTH DEPARTMENT  
LINCOLN CLINIC**

**438 West Brevard Street, Tallahassee, Florida 32303**

**Contact Person:** Primary Care  
**Primary Phone Number:** (904) 487-1018

**Types of Services Provided:** Prevention services include vaccines, physical exams for children, VD screening, birth control, family planning, premarital blood tests, screening for all areas of health. Education, information, PAP smears and TB skin tests are provided also.

**Clientele Served:** All residents of Leon County, for persons who do not have a doctor, nor the means to pay for one. This is not a Walk-In Clinic.

**Referral Information:** Self or professional referrals.

**Days of Operation:** Monday through Saturday

**Hours:** Monday, Tuesday and Wednesday - 8:00 a.m. to 5:00 p.m.  
Thursday - 10:00 a.m. to 7:00 p.m.  
Friday - 1:00 p.m. to 5:00 p.m.  
Saturday - 9:00 a.m. to 1:00 p.m.

**Fee Structure:** Sliding scale fee according to financial eligibility for some services and no charge to clients for other services. No one will be turned away because of inability to pay. Medicaid and medicare are accepted.

**Comments:** N/A

**Service Area:** Leon County.

**Indexed Under:** Birth control, community education, health departments, medical services and venereal diseases.

\*Budget data will be collected at a later date.

**ECHO (EMERGENCY CARE HELP ORGANIZATION) OUTREACH  
MINISTRIES, INC.  
702 West Madison  
Tallahassee, Florida 32304**

**Contact Person:** Tim Davey, M.S.W., Executive Director  
**Primary Phone Number:** (904) 224-3246

**Types of Services Provided:** ECHO will help local people and transients who need assistance with food, clothing, rent, utilities, gas for automobiles, heating fuel, medication, financial counseling, and bus tickets.

**Clientele Served:** People in emergency situations.

**Referral Information:** No referral necessary.

**Days of Operation:** Monday through Friday

**Hours:** 9:00 a.m. to 5:00 p.m.

**Fee Structure:** No charge to client.

**Comments:** Donations are welcome! Will assist with furniture, household items, medical equipment, etc. when available.

**Service Area:** District 2B. No restrictions according to residency.

**Indexed Under:** Basic needs services, clothing assistance, counseling, financial aid, food assistance, medical services and transportation.

**ASSOCIATION OF CHILDREN WITH  
LEARNING DISABILITIES**

**2757 West Pensacola St., Bldg. E.,  
Tallahassee, Florida 32304**

**Contact Person:** Bev Loeffler, SLD Program Specialist

**Primary Phone Number:** (904) 487-7312

**Types of Services Provided:** An education and support group run by parents of Specific Learning Disabled children.

**Clientele Served:** Parents of SLD children and other interested persons.

**Referral Information:** Self or professional referral.

**Days of Operation:** Monday through Friday

**Hours:** 8:00 a.m. through 4:00 p.m.

**Fee Structure:** No charge to clients.

**Comments:** Serves anyone who is interested.

**Service Area:** Primarily Leon County but is open to all of District 2B.

**Indexed Under:** Advocacy, learning disabilities, parent education, parent groups and support groups.

APPENDIX B  
(Reports Generated by the Committee)

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Statement of Problems

Low Birth Weight Babies are 40 times more likely to die in the first 28 days of their life and 20 times more likely to die in the first year if not treated. One-fourth of low birth weight babies who live, suffer a permanent disability. If all women had early and regular prenatal care and follow-up low birth weight births could be dramatically reduced and accompanying high risk health problems could be minimized through adequate follow-up. Early and regular prenatal care and follow-up health care is not available for many of Leon County's families.

For instance:

Adolescents are most at risk due to inadequate health care. Chief among teen health care problems in Leon County is Teen Pregnancy which results in a 60% school drop-out rate, low birth weight babies, child abuse, and a 50% likelihood of another birth within the next two years. Studies have indicated that teens who become pregnant are most likely to have difficulty entering the employment world and are therefore more likely to raise their children in poverty. Teens who become pregnant a second time find it virtually impossible to reenter the education/employment cycle. Teen pregnancy is a cycle that too often repeats itself; teen's children are likely to be teen parents themselves.

Access to health care for Leon County's families is poor. Leon County Health Department will be facing six months of the state fiscal year (January to June) with limited Primary Health Care dollars. The Tallahassee Pediatric Foundation which provides primary health care services to low income children in Leon County has a waiting list. Leon County has the highest rate of sexually transmitted disease (Venereal Diseases such as Gonorrhea and Syphilis) in the state: this places newborns and teens at great risk. Many families in our community are medically needy because they lack health insurance. These families use hospital emergency rooms for preventable conditions because they lack funds for basic health care. This results in higher costs for all citizens who must pick-up the unreimbursed hospital costs.

Conditions that Perpetuate the Problem

Greater numbers of single parent families and disintegration of the extended family care network has meant that fewer families have support networks. These families have a more difficult time learning how to parent, in having time to continue their education, in obtaining baby sitting, in transporting family members for needed services, and in dealing with the common problems encountered by all families. As a result normal problems such as a flu, an earache, or an appointment for prenatal care that is missed due to a broken-down car can become a major health crisis. In addition, increased numbers of working families have no health insurance. These families are often not eligible for prenatal care or other health services and cannot afford preventative health care.

Lifestyle activities such as smoking, alcohol, drugs, poor nutrition, sexually transmitted diseases and stress effect birth outcomes. Inadequate preventative education is a major problem. Prenatal care is generally considered a medical service, but studies have shown that reduced adverse birth outcomes can be most effected by preventive education as a component of prenatal care. Preventative education provides women with information on how to recognize the danger signals of a preterm birth, and supports them to develop a healthy lifestyle.

Women most at risk for a low birth weight baby and families with poor health outcomes do not know how to access the service delivery system that exists, have a history of

avoiding health services and or have difficulty accessing a fragmented system for various reasons such as: a) Fear of the Florida Department of Health and Rehabilitative Services b) Fear of repercussions for substance abusing women and c) Hours of service.

A lack of case management or resource referral to services when problems occur is a major barrier to full utilization of services and to insuring that at risk pregnant women, pregnant teens or high risk children receive continuing care.

Low self concept, poor health, stress, isolation, suicide are all risk factors associated with teens. Lack of adult models, and few recreation opportunities result in few outlets for physical energy. Teens do not easily confide in adults about sexual concerns and adults are often uncomfortable with children's sexuality. Teens are almost twice as likely to have a low birth weight birth. Teen parents are more likely to dropout of school, to have a repeat pregnancy within two years, be abusive of their children, and be on welfare. Teen fathers are likely to be ignored. For all these reasons, pregnant teens and teen parents are most vulnerable to poor health outcomes.

Sexually transmitted diseases are higher in Leon County than any other county in our state. Lack of family planning health services and utilization of current services is a major impediment to improving these problems. Regular and ongoing physical exams and screening are essential for identification and treatment of these problems which can have devastating effects upon newborns.

#### Service Gaps Resulting from Inadequate Funding

In the area of Maternal and Child Health, there is irrefutable evidence that prevention programs save both dollars and lives by preventing the cumulative effect of at-risk conditions. Great gaps exist in programs that prevent families and children from adverse outcomes. Early identification and intervention services for children who may become high-risk are needed. For instance, there is no service for young families until they have made a mistake and come to the attention of the system. Given that virtually all children in the county are born in hospitals, this is the logical place to begin assessment of the parent/child unit and to offer access to family support services.

There is a waiting list for children to receive primary care services from the County Public Health Unit and from Tallahassee Pediatric Foundation.

There is no central access to prenatal care for the uninsured working poor and there form many, there is no case management available for pregnant women whose resources give them access only to medical care. Case management for at-risk pregnancies is essential to prevent a too early pregnancy and other adverse outcomes resulting from unhealthy lifestyles. Prenatal Care save s from \$3 to \$7 for every \$1.

Only half of the adolescents who become pregnant are served by the Teen Parent Program through the county schools. Once these teens drop out of school or return to their home schools, they are lost to follow-up.

Women who must seek health care for themselves or a sick child must pay additional transportation fees to bring their young children along, and have no place to leave children while they are being seen. Teens who must finish school or work and who need the support of day care. Children of homeless families seeking work also need respite and time to get their lives on track. Without an ability to provide childcare emergency care and ongoing care, families at-risk become further at-risk for serious health problems and for child abuse. Quality Child Care saves \$7 for every \$1.

Outreach programs to get pregnant women into care earlier are needed. In Leon county, only 40% of women accessing prenatal care through the public health system begin care in the 1st trimester. Although a wide array of educational programs is offered through Tallahassee Memorial Hospital for pregnant women with financial resources, there are no comparable programs for those who are poor, or who do not have ready access to Tallahassee in the evening. Such a range of programs should include signs of preterm labor, childbirth preparation, special nutritional needs of pregnancy, and preparation for infant feeding, with a culturally appropriate emphasis on breast feeding.

There are no comprehensive health services readily accessible to teens, except in the alternative school program. A lifestyle/ behavioral focus is missing in the health care system, and in the community at large, specifically as it relates to smoking, alcohol, drugs, the responsibilities and consequences of sexual activity. Public schools in Leon county receive, on the average, 3 hours per week of nursing time through the public health unit, and the bulk of this time is spent on records maintenance, hearing, vision, and scoliosis screening. We have invested in school resource officers; it is time to invest in preventing the problems that would cause children to use drugs, become pregnant, and drop-out of school by having a school health resource with health care expertise in all of our middle and high schools.

#### Successful Leon County Programs

Brehon Newborn Risk Reduction program has succeeded in lowering the incidence of low birth weight among pregnant adolescents through an intensive education/case management effort.

The Improved Pregnancy Outcome program through the HRS County Public Health Units has demonstrated that a comprehensive team-based approach to prenatal care can decrease the incidence of women who deliver low birthweight babies.

The PHI (Pregnancy Help and Information) Center in Leon county has shown that the availability of dedicated case-managers can provide adequate support to assist women with unwanted pregnancies to carry them to term.

School-based health clinics in Florida and out-of-state have provided predominantly mental health and general health services to adolescents, yet have seen a decline in the pregnancy rate, and have received broad-based parental support

Leon County's Teen Age Pregnancy Program has helped to keep adolescents in school rather than dropping out.

## Topical Issue: Child Care

### Summary of Findings:

The increasing number of mothers in the Leon County workforce and the rising number of our children in out-of-home care have greatly increased the demand for childcare in our community. Tallahassee reflects the nationwide statistics from the United States Department of labor, that 53% of all children ages 0 to 6 have mothers who work. Whether a primary parent works because of choice or because of economic necessity, quality childcare is paramount, because the first years of life are critically important for psychological and cognitive development.

The cost-benefits of high quality subsidized childcare for economically disadvantaged preschool children are well documented. For those children receiving quality care, it has been consistently found to reduce grade repetitions, special education placements, premature school drop out, and long-term welfare dependency. Additionally, it allows low-income parents to pursue gainful employment and job-training opportunities, breaking the cycle of costly welfare dependency, and leading to economic self-sufficiency.

In Leon County, 1,176 low-income, disadvantaged and special needs children receive subsidized child care through HRS, Project Head Start, and the Pre-Kindergarten program of the Leon County Schools. However, these programs are swamped with requests for eligible children. There are 557 qualified children on the waiting list for care through HRS alone, and many others whose families, when told of at least a year-long wait, have not bothered to put their names on the list. Even more children wait to benefit from the Head Start and Pre-Kindergarten programs.

The net result of this over-loaded and under-funded system for subsidized care is that many of our indigent or low-income parents who want to work cannot do so because they have no safe place to leave their children. Moreover, many "working poor" families, who are income-eligible for subsidized childcare but for whom no subsidized space is available, spend an inordinant amount of their income for private day care or for before- and after-school care, or leave their children in untenable, poorly supervised situations. Or, when a crisis occurs, quit their jobs.

Spaces for infant care are in particularly short supply, causing many teen parents who want to return to school to stay at home with their babies, losing critical time to complete their high school education. This inability to complete their schooling is likely to lock these girls and their children into a cycle of poverty, frustration, and abuse.

Fragile families who need and want child care assistance to give their children a good start in life deserve our help. Quality childcare can help families establish a foundation for their children's future success.

## Children's Mental Health

### 1. Statement of Problems

- o John C. is a eleven year old child residing in a low income housing project in Tallahassee. He is currently involved in a class in the Leon County School System for emotionally handicapped children. John's mother is a 30 year old alcoholic with a history of drug abuse. They are currently living on food stamps and Aid to Families with Dependent Children (AFDC). She is supporting her drug habit reportedly through prostitution. A series of live-in boyfriends have been involved with her and her child for the last several years. One of the live-in boyfriends had reportedly sexually abused Johnny when he was about nine years old. Johnny was presented to the Case Review Committee because of a history of fighting and bizarre sexual behavior in the school system. It is also alleged that he has mutilated and abused small animals.

Home based early interventions are necessary to prevent removal and institutional care for this child.

- o R. J. is a fourteen white female who was sexually abused by her stepfather over the last several months. She informed her school guidance counselor of this incident, law enforcement was called and her stepfather was arrested. Her mother denies that this occurred and feels her daughter is trying to get her stepfather (who she does not like) out of the house. Since the incident occurred, R. J. has become increasingly depressed, discussed suicide and has mutilated her arms and legs with razor blades and glass. Her mother has informed the Department of Health and Rehabilitative Services that R. J. cannot return home because they do not get along. The mother has a long history of alcohol abuse and reportedly sexually and psychologically abused by her parents when she was a child.

R. J. requires respite care services or a short term living arrangement with family therapy.

About four cases per month of children with severe emotional problems are presented to the HRS Case Review Committee from Leon County. These 48 cases per year require intensive intervention services to prevent further deterioration and to provide the child an opportunity to grow and develop normally. Approximately twice that number of cases would benefit from early intervention in their homes to prevent deterioration to the point that removal and placement in residential programs becomes a necessity.

### 2. Conditions that Perpetuate the Problem

- o Poverty
- o Availability of alcohol and drugs
- o Lack of job opportunities
- o Lack of home based family counseling alternatives

3. Services that are Provided by Agencies in Leon County

- o Short Term Psychiatric Hospitalization - a three to six week stay on a closed psychiatric unit where complete diagnostic evaluations can be done and/or stabilization can occur
- o Residential Treatment - a community based residential program that will provide a therapeutic environment for children. Length of stay is six to twelve months
- o Residential Group Homes - a community based group home which would provide residential treatment in a family like environment
- o Therapeutic Foster Homes - considered an enhanced foster home. These foster homes are specifically recruited and trained to work with children with severe emotional problems. Added mental health supervision and support is provided by the local mental health agency.
- o Individual Residential Treatment (IRT) - considered an enhanced therapeutic foster home. An IRT is specifically developed for a child with special needs. The family is trained to manage the child's special needs. One parent is to stay home to be available when needed. The rate for an IRT is higher than a Therapeutic Foster Home and is determined by the type of services the child needs.
- o Day treatment - the intent of day treatment programs is to provide integrated mental health and educational services within the community for emotionally and behaviorally disturbed children.
- o Case management - a case manager shall broker for services for individual children, advocate on their behalf, ensure that an appropriate family service plan is developed and implemented, review client progress and coordinate services for a minimum caseload of 20 clients.
- o Outpatient therapy - these services are designed to remediate specific family dysfunctioning so that the child or adolescent may remain in the home or return home. Emphasis is placed on accessibility of the services to the family, intensity of service provision, and timeliness to reach the family at the point of crisis.



- o Guardian Ad Litem - provides advocacy for children and acts as legal consult.

We also have "Other Therapeutic Services" (OTS) available in Leon County:

- o Behavioral Specialists - provide behavioral management to a client within his/her environment
- o Behavioral Support Persons - act in conjunction with the Behavioral Specialists. They can provide a wide range of services including but not limited to transportation, recreational activities and school support.
- o Home Based Therapists - an extension of outpatient therapists, only these therapists go to the client's home environment
- o Parent Trainers - are requested to work with the parents of the child to teach them to manage the child's behaviors
- o Job Coaches - aid a client on the job site in performing his/her duties
- o Sex Offender Treatment - individual and group therapy that addresses those special issues related to juvenile sex offenders
- o Home Based Counselors - an extension of outpatient therapists. A counselor will not be required to do intensive therapy with the client and family but deal with some very basic therapeutic issues.
- o Respite Services - Offers families a needed break from the pressure that comes with caring for their emotionally impaired child. Respite provides a temporary therapeutic separation between the family and the child that eases the stress at home while giving the child personalized attention by skilled professionals.
- o Recreational Activities - include but are not limited to art classes, tumbling classes and organized baseball.

#### 4. Identify Service Gaps

- o Home Based Intervention Treatment Services
- o Case Management Services
- o Expanded Residential Treatment Including:
  - o Transitional Group Homes
  - o Therapeutic Group and Foster Homes
- o Independent Living Services
  - o Supported Employment
  - o Job Coaches
  - o Employment of Older Adolescents

- o Specialized Treatment Resources
  - o Sex Offender Treatment Specialist
  - o Behavioral Treatment Specialist
- o Emergency Shelter/Respite Homes

5. Identify Successful Programs

- o Boystown Group Home and Therapeutic Foster Homes
- o Life Management Center for Northwest Florida Therapeutic Foster Homes
- o Apalachee Center for Human Services Therapeutic Foster Homes
- o Apalachee Center for Human Services Individual Residential Treatment Programs

## Substance Abuse Among Children

### 1. Statement of Problems

- o John is a 15 year old white male who is addicted to cocaine and alcohol. He is referred to residential treatment at DISC Village by his Community Control Counselor. He is at risk of dropping out of school; he is one year behind his classmates, often truant and a behavior problem when present. This is John's second school as he was removed from a school last year for fighting.

John has a history of prior arrest for Breaking and Entering. He has been in two previous treatment centers and did not successfully complete either one. There is a history of chemical dependency in John's family and they are reluctant to be involved in his treatment. They do not have the financial resources to pay for treatment and have stated they will not help persuade John, who is reluctant, to go to residential treatment and they will not be involved in any way.

- o Sally is a 16 year old black female who is living with her boyfriend. She left school 3 years ago and is addicted to crack and alcohol. Sally has little education and no job skills. She has been arrested three times for various minor crimes. She has no money, job or transportation.

### 2. Conditions that Perpetuate the Problem

The two previous scenarios are composites of cases that are all common in Leon County. There are several conditions that perpetuate these problems and encourage juveniles to take to lives like John's and Sally's. A few of these conditions are:

- o Negative peer pressure
- o Negative environment (home and community)
- o Lack of parental involvement
- o Lack of access to or utilization of existing programs

### 3. There are several successful programs in Leon County that are available to help juveniles. These are:

- o Tallahassee/Leon County Human Services Center
  - o EPIC (outpatient)

Aimed at any young person (10-17) who is drug or alcohol involved or is at risk to become involved in the future, including the first time offender under supervision of the courts. Provides assessment, screening, education, family, individual and group counseling, follow-up, and urinalysis services.

- o School Intervention Program (school based)

Located at Fairview and Nims Middle Schools, the program is for all students who are referred by the school authorities. Designed to intervene with middle school aged children who are exhibiting potential to become a school drop out.

- o GAMES

Intervention program for juveniles located at 1010 Macomb Street utilizing school, family and neighborhood participation.

- o DISC Village (residential)

Aimed at juveniles 14-21 years old. This program is 9-12 months long and provides family, individual and group counseling, parent support group and continuing care for six months.

- o Turn About

Day treatment with foster care element for ages 13-17. Provides individual, family, group and job counseling, and aftercare. The program is six months to one year long. It is based on "kids helping kids". They learn to become responsible for their actions and behaviors, past and present, and to live happy, healthy drug free lives.

The outpatient program is short term; the program offers afterschool treatment for adolescents and preadolescents who are just beginning to use drugs and alcohol. Kids learn to lead drug free lives.

- o Apalachee Center for Human Services (outpatient)

- o Apalachee Youth Intervention Program

A school based intervention program located in middle schools. It deals with problems the kids have in the school.

- o Family Living Center

Outpatient program involving individual and family counseling.

- o ALPHA

School based program in Fairview Middle School which works with high risk 6th and 7th graders on a group and individual basis.

4. Identify Service Gaps

- o Community & School Based Intervention Services
- o Development of Adolescent Day Treatment/After School Programs
- o Community Based Services to Juvenile Justice Clients

## JUVENILE JUSTICE

### INTRODUCTION

The Florida Juvenile Justice system is currently in a posture of redistributing resources from "deep" (institutional) to "front-end" (community and family-based) programs. This redistribution into more diversionary programs coupled with on-going efforts to enhance prevention and diversion strategies reduces system penetration and promises considerable benefit to children, their families, the public and scarce funding sources.

One of the most important factors involved in successful service delivery is people. Enormous demands are placed upon our staff whose dedication and enthusiasm wear thin when programs are short staffed and community resources are either denied or limited due to funding issues.

### STATEMENT OF PROBLEM

Leon county youth represent approximately 31.4% of all the children considered "at-risk" in District 2. While the number of at-risk children and the number of children committed to HRS has been stable over the last several years, the prediction is that in Fiscal Year 90-91 both areas will experience dramatic increases.

During Fiscal Year 1988-89, 23 percent of the total number (2,333) of referrals to the department were referred for "status offenses" which includes truancy, beyond parental control, and runaway behavior. The arrest for violent crimes for the age group 15 to 17 increased by 34.8 percent. Of the juveniles that enter the commitment system, 54 percent qualify as serious-habitual offenders. In addition, at least 60 percent of all youth who are arrested are involved with drugs. These statistics, combined with the increased level of seriousness of the crimes committed by youth, present a major social dilemma.

As a result of these alarming statistics, the detention populations are reaching a critical level. Admissions to detention facilities increased by 14 percent from FY 85-86 to FY 87-88. This overload on the detention system is aggravated by the fact that statewide detention facilities are only staffed at 83 percent of need. In addition, once the children have been adjudicated, the problems continue with a large back-log for residential commitment programs and high community control caseloads.

Leon County is currently served by the Leon Detention Center. This facility has a 24-bed capacity and serves children not only from Leon County but Gadsden, Wakulla, Franklin, Jefferson, Madison and Taylor counties as well. Presently, the average daily population of the Leon Detention Center is 26.53. Last fiscal year the average daily population was 26.04. This means the Leon Detention Center is chronically overcrowded. With the strong Home Detention Program, an aggressive attempt



has been made to reduce the overcrowding by placing more children back home under home detention. This has resulted in a 30 percent decrease in the successful releases from home detention.

As a result, and in an effort to keep the facility as safe as possible, the Detention staff have been transporting the overflow clients ineligible for Home Detention to the Bay Detention Center in Panama City, Florida.

The 1989 Florida Legislature appropriated the funding necessary to build a new detention center which hopefully will address the needs of this burgeoning population.

#### CONDITIONS THAT PERPETUATE THE PROBLEM

- The sheer number of children referred to the Department (570 delinquency referrals during the first quarter of FY 89-90).
- The dramatic increase in the use of crack cocaine by this age group.
- Inadequate number of intake staff to handle the increasing number of client referrals.
- The lack of available and appropriate residential treatment programs.

#### SERVICES PROVIDED BY AGENCIES IN LEON COUNTY

- Someplace Else: family and individual counseling, group counseling, short-term residential care and family mediation.
- DISC Village (T.A.S.C./E.P.I.C.): substance abuse counseling, urine surveillance.
- Apalachee Community Mental Health Services: family and individual counseling, group counseling.
- Florida State University Counseling Center: individual and family counseling.
- Delinquency Intake: screening of arrested youth as to the need for detention and recommendation to the court on adjudication.
- Community Control and Furlough: case management, restitution, supervision and community opportunities as an alternative to commitment. During FY 87-88 District Two ranked the second highest in the number of children

involved in community-service work programs and the third highest of children involved in restitution.

J.A.S.P: group and individual counseling, supervision, community work service. During FY 88-89 90 percent of first time offenders where diverted from judicial handling to the JASP Program.

## CHILD ABUSE AND DEPENDENCY

### Introduction

Today, because of many social changes, growing numbers of children and their families must turn to social service agencies for support and help. Responsibility for children without adequate parental care, those who are victims of abuse or neglect, those with physical or emotional handicaps and those abandoned or otherwise deprived of family life has been historically shared by voluntary agencies and local and state governments. A variety of programs and specific services have been developed to address the needs of these families, but the need far exceeds service availability.

### Child Welfare Services Defined

Essentially, child welfare services may be defined as social services which:

Protect and promote the welfare of all children, including handicapped, homeless, dependent or neglected children;

Prevent the unnecessary separation of children from their families by identifying family problems, assisting families in resolving their problems, and preventing breakup of the family where the prevention of child removal is desirable and possible;

Restore to their families children who have been removed, by the provision of services to the child and the families;

Place children in suitable adoptive homes in cases where restoration to the custodial family is not possible or appropriate; and

Assure adequate care and transition to adulthood of children away from their homes in cases where the children cannot be returned home or cannot be placed for adoption.

### Major Program Component Descriptions

The following are descriptions of the major child welfare program components offered by the department through the Children, Youth and Families Program.

#### Protective Investigations

Protective investigators are responsible for receiving and investigating reports that children have been or are suspected of being abused or neglected by their parents or legal guardians and determining the need for ongoing child welfare services or the need for court intervention.

To assist the investigators, the department operates an Abuse Registry: a statewide toll free reporting number (1-800-96ABUSE) to receive and screen reports of suspected abuse or neglect 24 hours a day, seven days a week. Reports received by the Registry are referred to the investigators throughout the state for investigation. Investigators are available 24 hours a day, seven days a week in every county.

### Voluntary Family Services

The primary focus of the Voluntary Family Services (VFS) Program is to provide counseling and other supportive services on a voluntary basis for families at risk of abuse or neglect and families where abuse or neglect is present, but not serious enough to warrant the more coercive protective services supervision and treatment program.

### Emergency Shelter

Emergency shelter care is available when removal of a child is required for the child's protection or when the child has no parent, legal custodian, or responsible adult relative to provide supervision and care. Two types of emergency shelter care are provided within Leon County.

Family shelter care is provided by couples or individuals who provide care and supervision in their own home for dependent children.

Contracted shelter care is purchased from private non-profit providers, usually housing between 6 and 8 children in a group type setting. Treehouse and Someplace Else are the two contracted shelter providers in Leon County. A second Treehouse will open this year. When the second Treehouse opens, a total of 24 licensed contracted shelter beds will be available in Leon.

### Protective Supervision

Protective Supervision (PS) is the department's primary preplacement prevention or family preservation program. The program provides in-home supervision to ensure the protection of children. The majority of the children and families supervised by PS have been found to be dependent by the courts.

### Foster Care

The Foster Care Program provides for the temporary placement of dependent children removed from their families due to abuse, neglect or exploitation by the parent or guardian or

due to the child's behavior. Planning is directed towards achieving a situation in which a child can return home to the natural parents or other relatives. If reunification is not possible, then permanency can be effected either through termination of parental rights for those children who could best be served by adoption, through formalization of long-term foster care agreements or by preparing the child for adulthood through an independent living program.

#### Adoption Services

Adoption is the permanent plan offering the most stability to the foster child who cannot return to the parents' home. Thus, it is always considered for any child who is unlikely to return home. Our goal this fiscal year in Leon County is to place approximately 12-16 "special needs" children in adoption homes.

## CHILD PROTECTIVE INVESTIGATIONS

### Statement of Problems

Investigators in Leon County investigated 1,745 reports of child abuse and neglect during fiscal year 1988/89. In the first three months of this fiscal year, 467 reports have been investigated in the County. At this rate, we estimate that we will receive 1977 reports, which is an 13.3% increase over last fiscal year. Along with the rising numbers of reports, the number of placements of children in shelter care has risen dramatically. Last year 269 children were placed in shelter care in Leon County; in the first three months of this year, 77 children have already been placed. If this trend continues, the annual projection for placements of children in shelter care is 312, or an 16% increase over last year's placements.

The challenges facing investigators are many, but one in particular involves the requirement that an investigation of each report be commenced as soon as possible, but no later than 24 hours. (Some reports require an immediate commencement.) Other tasks include conducting a comprehensive investigation, working with law enforcement and other agencies, handling work involving petitions and court hearings, and meeting the physical, medical, educational and other needs of children who are removed and placed in shelter care.

### 2. Cite Conditions that Perpetuate the Problem

In fiscal year 1988/89, there were 13 investigators allocated to Leon County (to cover both Leon and Wakulla Counties). Two additional positions were established in September 1989. In the budget process, the department requests investigators based upon an average 12 reports per month. In Leon County, the average monthly workload of the investigators has been higher than the 12:1 ratio, especially when time off such as sick leave, vacation leave and training time is taken into account. Also, because of the demands of the job, the turnover of investigators is extremely high, exceeding 55% last fiscal year. Many investigators put in work weeks in excess of 60 hours.

When investigators handle a high number of new reports to which they must respond quickly, their ability to schedule appointments or commit to transporting children to school, medical or other appointments is diminished. Investigators spend a great deal of their time locating shelter placement resources when children are removed to be placed in shelter. Fewer and fewer families wish to open their own private homes to the disruptive influence of a steady flow of abused and neglected children. The lack of shelter placements



along with foster placements is one of the most serious problem facing us at this time.

Because of the lack of sufficient family shelters, we rely a great deal on contracted shelters, taxing their limited staffing and budget resources and often providing a waiver to operate for a limited time in over capacity status. To compound the shelter problem, because of insufficient foster and group home alternatives, children are staying in shelter for inordinate periods of time, several exceeding 50 and 60 days.

### 3. Identify Services that are provided by Agencies in Leon County

- o The Child Protection Team provides medical, social and psychological assessments on children and family members for the purpose of aiding abuse/neglect investigations. The Team also arranges for multi-disciplinary case staffings and follow-up. Another component of this service is the taping and interviewing of sexual abuse victims.

- o Someplace Else (YMCA) and Treehouse (CHS) provide group shelter care programs for children and adolescents. These providers generally assist with the transportation needs of clients, but are constrained by budget and staffing in their efforts to meet the total client need.

- o Intensive Crisis Counseling Services, Inc. provides six-weeks of in-home homebuilding/treatment services.

### 4. Identify Service Gaps

There is a dire need for preventive/intervention services for children and their families in crisis. Clients served by Child Protective Investigators can not be placed on waiting lists for these services.

- o Intervention services to keep families together and prevent further occurrence of abuse/neglect need to be expanded, funding for programs such as home visitor/family outreach, Intensive Crisis Counseling and parent education and training should be a priority. Family Resource Centers staffed with a combination of nurses, social workers, and paraprofessionals have proven effective in reducing the incidence of dependency.

- o Efforts must be focused to recruit additional family shelters. We are "busting at the seams," and the lack of shelter alternatives burdens the entire child welfare system. Counselors are spending inordinate amounts of time seeking shelter placements.

- o Additional local budget support is necessary for our contract shelters, to enable them to properly staff and care for an increasing number of troubled children and adolescents.

- o Transportation assistance is sorely lacking. Such assistance would free investigators of the task of taking children to medical and other appointments, and enable them to concentrate attention on investigating abuse allegations.

5. Identify Successful Programs:  
(See #3 above.)

Child day care is also a service which is proven to prevent or reduce the reoccurrence of child abuse. Children who are victims of abuse/neglect are placed in available day care slots on a priority at-risk basis. There are currently 50 at-risk children in Leon County waiting Subsidized Child Care placement. To increase the availability of day care slots, however, the licensing of family day care homes is needed.

## PROTECTIVE SERVICES/VOLUNTARY FAMILY SERVICES

### 1. Statement of Problems

These two service programs provide in-home services to children and families in cases where the child protective investigator has determined that child abuse and neglect are present, or where there is the threat of abuse or neglect. Families receive services from a protective services or voluntary family services counselor, either through court-order or through voluntary agreement with our agency. The service are geared toward protection of the children in their own homes or in placements with relatives. Counselors coordinate a variety of services, such as housing assistance, emergency food, parent education training, child day care and mental health counseling. Counselors should visit the homes regularly to plan services with the family and to monitor progress or problems.

In Leon County, the protective services caseload increased from 127 to 322 cases from July 1988 to July 1989. This represents a 152% increase. For voluntary family services, the Leon County caseload increased from 17 to 69 cases; a 306% increase. For both VFS and PS, there are a total of nine authorized positions. This equates to a budgeted caseload of almost 45 cases per counselor. With turnover almost 60%, the actual caseloads are much higher.

These are critical service programs that work with dysfunctional, oftentimes needy families, in which it has been determined that abuse or neglect does exist, or in which there is a strong potential for child abuse or neglect to occur. Parents may be resistant to agency intervention and may disagree that they have abused or neglected their children. The service counselors must ensure that the children are safe and protected in their own homes or they must take other steps to provide that protection.

### 2. Cite Conditions that Perpetuate the Problem

The growth in numbers of abuse/neglect reports results in a growing number of cases opened for services. As a result, there is tremendous pressure on investigators and counselors to provide comprehensive services and intense in-person supervision to those families and children who are at high risk for abuse and neglect. As the individual counselors' caseloads grow from the Child Welfare League of America's suggested ratio of 20:1 to our 45:1, as is currently the case in Leon County, our ability to provide the desired quality and necessary oversight is almost non existant.

### 3. Identify Services that are Provided by Agencies in Leon County

- a. Mental health counseling: provided by Apalachee Center for Human Services, private therapists and university counseling services.
- b. Intensive Crisis Counseling Services, Inc.: provides a six-week program of homebuilding/treatment designed to prevent unnecessary removal of children from their homes.
- c. Child Day Care Services: provided by Big Bend 4-C and subcontractors, to place at-risk children in safe, stimulating day care programs.
- d. Parent Education Training: provided by individual contract providers who teach parenting skills in the family home; some classes are offered in the community at-large on an irregular basis.
- e. Newborn Risk Prevention Project: Brehon Institute for Human Services, under contract with HRS, provides services mainly to expectant teenagers to obtain and support parental care, coached labor and delivery, and parent education training follow-up.
- f. Housekeeper services: provided by individuals who contract with HRS to go into a home to temporarily handle chore household activities to prevent removal of children.
- g. Homemaker services: provided through a contract with FSU College of Home Economics, individual homemakers teach household and child management skills and provide support to families in their own homes.

#### 4. Identify Service Gaps

Early intervention services for cases which are at high risk for abuse and neglect and prevention of re-abuse or neglect are areas where the gaps in available services are especially evident.. The Newborn Project, for example, had a significant funding cut this fiscal year; yet their services have significant impact on a newborn's health and expected quality of life.

Prematurity, low birth weight, and complex medical problems are factors which are accurate predictors of future child abuse and neglect. Parent education training and housekeeper services are funded at nominal levels, and in Leon County the need for these services far exceeds the means to purchase them.

An additional service need that is only being met at a minimal level is called "Request for Services." This occurs

when families in the community request various types of services to preserve their family unit. Such services may include transportation, help with utility payments, legal advise, etc. The service needs are not specifically related to child abuse or neglect issues. However, the involvement of counselors in meeting the purely service needs of families, detracts from our ability to spend the time necessary on our more serious abuse and neglect cases.

**4. Identify Successful Programs**  
(See #3 above.)

Other preventive and educational programs and services are available in Leon County. However, some of these services require fees or certain criteria which may be prohibitive for many of the families we serve; some are to participants who are motivated to attend for self-improvement reasons; and some are geared to participants with higher levels of education.

## FOSTER CARE AND ADOPTIONS

### 1. Statement of Problems

Foster children and children who are free for adoption are children who have been temporarily or permanently removed from the custody of their parents. In these instances, HRS is charged with placing the children either temporarily in licensed foster homes, or permanently in approved adoptive homes.

In July 1988 there were 119 children in foster care in Leon County; in July of 1989 there were 137. Over the course of the year 58 children entered foster care. At any given time during fiscal year 1988-89 there were from 10 - 15 Leon County children waiting for adoptive homes. Currently there are 12 children awaiting adoption placement. As committed as our foster parents are to providing quality care in their homes, foster care is not the ideal place for children to grow up in.

Still, the availability of a large pool of foster homes able to provide a selection of safe nurturing homes for the types of children in care, is a major problem facing our foster care program. Foster parents find it difficult to maintain their commitment to fostering for an extended period of time, because of the stress fostering places on their own family members. Little respite is provided and foster parents experience the same personal crises, illness, etc. as other families. Because of such turnover, the constant replenishing of the foster parent pool is essential. Today, it is not uncommon for counselors to spend many nights and weekends, trying to locate placement for children.

Adoptive children generally have experienced abuse/neglect, dysfunctional families and frequent moves. This means that adoptive families must be well-prepared and emotionally stable to meet the extra demands of these children. Their physical, emotional and educational needs often exceed those of the average child, and these coupled with the usual ups and downs associated with child and adolescent developmental stages, can present a great challenge.

### 2. Cite Conditions that Perpetuate the Problem

A greater number of children with severe problems are entering foster care, and subsequent adoptive care. Because of our effort put forth to locate suitable family members with whom the child can be placed, those children who do enter and remain in foster care with no family or relatives willing to take them, are those with more serious health, behavioral, and emotional problems. Well trained skilled foster and adoptive parents are needed to care for these children.



Another major concern facing the foster care system is counselor caseload size. Today, our counselors are carrying caseloads in excess of 50 children and families. With caseloads this large, little time is available to provide the necessary services that foster children and their parents require. In many instances, we are not able to adequately support foster parents, and hence they become discouraged and often time leave our program.

### 3. Identify Services that are Provided by Agencies in Leon County

Foster care services for children removed from their homes due to abuse/neglect or abandonment are provided through HRS. We provide board rate, clothing and medical care for foster children, and purchase residential group care, therapeutic foster care and other mental health/substance abuse treatment services as needed. Admittedly our resources are limited. Based upon the projected number of children coming into care, we in this district are faced with a projected budget deficit of almost \$175,000.

Private agencies such as Florida Baptist Childrens Home, Childrens Home Society, Catholic Social Services, Good News Ministries and Father Flanagan's Boys Town provide foster care services or group care. They serve private placements as well as some department children.

### 4. Identify Service Gaps

Only one foster care counselor position is allocated in Leon County to recruit, train and license foster homes, and this person is assigned to cover an eight-county area. The specific recruitment function is therefore extremely limited as available staff must keep up with licensing demand.

Because of the increasing number of adolescents coming into care, group home alternatives such as Father Flanagan's Boys Town, " and "Good News" are essential. Currently many of these children are "bouncing" from foster home to foster home, as the degree of care and supervision required is more than many foster parents are able to provide.

The constant demands that we place on foster parents with little rest "burns out" many fine foster families. The lack of respite care to provide a "break" for foster parents and enable them to remain in fostering contributes to our recruitment/retention problems.

### 5. Identify Successful Programs

The foster care pilot program in which the legislature provided funding for support services to foster children was

extremely successful. A variety of service needs such as counseling, educational assessment and testing, recreation, mental health services etc. were provided. The legislature however did not continue the program this fiscal year.

"Boys Town" and Good News" are two group care facilities which have made a tremendous contribution to our community.

Introduction

Leon County's Mission Statement and the Skills a High School Student should have.

## MISSION OF THE DISTRICT

The mission of the School District shall be to provide lifelong learning opportunities for the citizenry of Leon County, Florida

## PHILOSOPHY OF THE DISTRICT

The School District of Leon County, Florida is committed to the belief that every individual- child, youth and adult- is unique and has unique needs, interests, talents and concerns. Each Individual deserves to be considered as a whole person and responded to in terms of that individual's particular developmental needs and aspirations.

The School District of Leon County is further committed to the belief that the educational process is ongoing and should foster the ideals of a free society on which liberty, justice and equality prevail.

It is the joint responsibility of the Home, Community and School District to cooperatively provide a supportive environment and experiences which motivate and encourage each individual to develop fully that individual potential.

It is the responsibility of the Leon County school to provide opportunities for the individual to develop intellectually, physically and culturally and to assist the individual in reaching a level of economic self-sufficiency and social responsibility.

In accordance with these basic beliefs, the School District is committed to provide life-long learning opportunities for the citizenry of Leon County. To the end the School Board and District in cooperation with the Community they serve have established the following goals for education. It is the responsibility of each student to strive to achieve these goals to the fullest extent of that student's individual mental, physical and emotional capabilities. Likewise, it is the responsibility of the School District to provide equity in educational opportunities, in appropriate learning environments for all students.

### Indicators of Success

- a. Parent Involvement
- b. Community Involvement, ie volunteers, business
- c. Extracurricular Activities
- d. Good Self-esteem
- e. High Expectation of Students
- f. Identifying programs that work
  - a. Parents as First Teacher
  - b. Project Independence
  - c. School based health clinics
  - d. Cities in Schools
- g. High expectation of teachers
- h. Placement at the appropriate grade level
- i. Problem solving ability
- j. Feeling of belonging

### Definition of the Problems

**Insufficient Parent Involvement** - We know that involvement by parents in the educational process, even at a minimum level, increases the chance of graduating from high school. While some schools have a high percentage of parents involved in the volunteer program, the PTA\PTO and individual home rooms, others seem to have difficulty involving parents. Low socio-economic parents seem to be the most difficult to get involved: Some possible reasons for this may be 1) Transportation, 2) Parents who are afraid of school and the climate at the school may not be very warm and accepting, 3) Not able to dress appropriately, 4) Cultural biases and 5) they do not feel needed. But the research is clear... when parents are involved in schools, children do better in school and go to better schools.

**Insufficient parent education programs**- Parenting is the only job that most people engage in, are given little or no training, but yet are held accountable for the results.

**Dropouts**- Each year in Leon County, depending on the way we compile the data, about 25% of our high school students drop out of school. See the enclosed statistics.

The reasons for this are many and varied. Some symptoms for a child at risk of dropping out are:

- a. drug use (including alcohol)
- b. low self esteem
- c. working below grade level (1-2 years below in reading, math and language arts.)
- d. placed below grade level (failed 1-2 grades)
- e. acting out
- f. not participating in school and extra curricular activities
- g. skipping school
- h. low socio economic level
- g. neglect and abuse
- h. known home problems
- i. Falls out of place because of race, size, dress, etc..
- j. Isolation

**Academic Failure**- Substantial evidence by the Carnegie Report, etc. document the need for upgrading the skills of our students. Enclosed find the SSAT (a minimum competency test) test scores for the year 1989 as well as the number of students retained last year.

**Discipline problems in the school**- Anything that distracts the school staff from their primary function of education

obviously interferes with the education problem. Discipline problems are a big consumer of time during the school day. Examples of major discipline problems are:

- a. drug use (including alcohol)
- b. violence against teachers and other students
- c. skipping
- d. tardiness
- e. trespassing by older students
- f. Disrespect of authority

Some types of punishment used by school staffs are:

- a. corporal punishment
- b. expulsion
- c. suspension
- d. in school suspension
- e. STOP (a separate facility for in school suspension)

Teenage Pregnancy: Girls who get pregnant between the ages of 10 and 18 are at risk of dropping out, having children who are themselves at risk because of low birth weight, etc. and lack the parenting skills necessary to raise a mentally and physically healthy child. We have children raising children.

Enclosed find the number of referral to the students services department from the school.



Programs currently available to address the problems in addition to the regular classroom teacher.

Parent Involvement and Parent Education Programs. Some examples of this are:

- a. DAC
- b. School Volunteers
- c. PTA/PTO
- d. Booster Organization
- e. Partners for Excellence
- f. BEST fund
- g. Chapter I parent resource Center
- h. Adult and Community Education Parent Education Programs
- i. Currently Leon county schools and the BEST foundation looking into establishing a parent education center
- j. Red Carpet School Programs

Drop out prevention programs : See proposals for dropout prevention programs as well as training for teachers in counseling and dropout programs.

Academic Failure:

- a. Compensatory education classes
- b. Alternative education classes
- c. County commitment to smaller class size
- d. Chapter I
- e. Chapter II
- f. PRIME-
- g. PREP - Primary Education Program
- h. School Volunteer literacy program
- g. Homework Centers
- h. Peer tutors

Discipline Problems: See report from Expulsion/ Suspension Committee. In addition other programs are listed below:

- a. Alternative Education Classes
- b. Stop Center
- b. In School Suspension Programs
- c. School Resource Officers Program
- d. Officer Friendly

Teenage Pregnancy Programs:

- a. Teenage Parent Program with on site health clinic
- b. Sex education curriculum K-12
- c. Some child care for teen parents
- d. Bus pickup for both mother and child

enclosure: Comprehensive Dropout Prevention Plan

## Gaps

### Parent Involvement

1. More parent education and involvement particularly at low socio-economic schools.
2. Inadequate parenting training while students are in school and lack of opportunity once they leave school and become parents.

Gaps that exist in the next four areas may overlap. Frequently the needs are the same whether a child is at risk for dropping out, failing academically, creating a problem in the school or classroom or has become a teenage mother.

Gaps that cover all areas are:

External: Interagency/community communication.  
Sharing of resources

#### Internal:

- a. Developing additional parenting programs
- b. Strengthening volunteer and community involvement programs as well as interagency cooperation
- c. One of the prime indicators of success is involvement in extracurricular success. We need to recruit more at risk students to be involved in school activities. Lack of coaches, both academic and athletic, is a real problem, not to mention the money to pay them.
- d. Children with good self-esteem achieve! Teachers and parents need to become aware of this and training is needed to help foster this.
- e. Students who are expected to succeed do succeed! We need role models, training for parents and school people and awareness of how critical this mind set is.
- f. High expectations of teachers- we have many good teachers in Leon County- we must acknowledge this. We also must look at teachers who are not doing this and provide appropriate training.
- g. Adequate Counseling- Both preventative and crises
- h. Emphases on prevention of problems which includes parenting skills, sex education, health clinics, placement at the appropriate grade levels, parent cooperation and interagency/community involvement.

**Dropout:**

- a. More choices , especially alternative educational choices, in educational environment based on learning styles and children's particular need.
- b. Stress on prevention of problem at an early stage and age, when problems first occur.

**Academic Failure:**

- a. More one on one experiences for students
- b. More training for teachers in recognizing different learning styles
- c. Give students more real responsibility within their level of maturity
- d. Peer tutoring

**Teenage Pregnancy**

- a. Change the law so they cannot drop out of school just because they are pregnant
- b. Assurance of child care while they are in school
- c. Parenting Training
- d. Transportation for mother and child

LEON COUNTY'S CONTRIBUTIONS TO JUVENILE WELFARE

I.	Health Department		\$ 32,688
	School Health	\$ 9,339	
	Dental Health	4,670	
	Immunizations	4,670	
	Comprehensive		
	Child Health	<u>14,009</u>	
		\$32,688	
II.	Alternatives to Incarceration		\$ 43,383
	Adolescent evaluation plan and intervention services		
III.	Community Services Trust		\$ 3,000
	Youth ball team funding		
IV.	Parks and Recreation		\$ 71,184
	City-County contract		
	Youth sports	\$ 9,000	
	Minor sports	1,200	
	Aquatics	10,500	
	Playgrounds	6,000	
	Tallahassee Gymnastics Center	11,880	
	Lafayette Arts and Crafts	1,404	
	Multi-purpose center	<u>31,200</u>	
		\$71,184	
V.	Sheriff		\$ 196,492
	School resource officer program		
VI.	Apalachee Mental health		\$ 34,180
	Baker Act	\$ 9,380	
	Mental Health	<u>\$24,800</u>	
		\$34,180	
VII.	Forensics		
	Psychological exams		\$ 9,000
VIII.	Direct Emergency Assistance Program		\$ 36,000
	Food, Shelter, and medication for <u>families</u>		
VIV.	Library		\$ 678,847
	Youth oriented programming		
X.	Cooperative Extension		\$ 51,090
	4H and other youth programs		

LEON COUNTY'S CONTRIBUTIONS TO JUVENILE WELFARE (Con't)

XI.	Human Services Grants		\$	52,800
	Big Bend 4C	\$20,000		
	Big Brother/Sister	3,500		
	Big Bend Hospice	3,000		
	Childrens Home Society	8,500		
	Miccosukee Community			
	Advisory Council	8,000		
	Pregnancy help and			
	information	2,100		
	United Cerebral Palsy	5,700		
	Tallahassee Informed			
	Parents	2,000		
		<u>\$52,800</u>		
XII.	County Maternity Program		\$	20,000
XIII.	Social Services		\$	32,129
	Administrative Costs			
XIV.	Donations		\$	1,000
	Cerebal Palsy			
XV.	Guardian Ad Litem		\$	8,940
	Clerical Support			
				<u>\$1,270,733</u>

#### ARTICLE IV. - CHILDREN'S SERVICES DISTRICT AND COUNCIL<sup>[4]</sup>

##### Footnotes:

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**Cross reference**— Boards, authorities, commissions and similar agencies, § 2-46 et seq.; special districts, ch. 15.

**State Law reference**— Children's services, F.S. § 125.901.

Sec. 8-110. - Title.

This article may be cited as the "Leon County Children's Services Ordinance."

(Ord. No. 90-13, § 1, 3-27-90)

Sec. 8-111. - Article not exclusionary.

Nothing in this article shall prohibit the county from exercising such power as is provided by general or special law to provide children's services or to create a special district to provide such services.

**State Law reference**— Similar provisions, F.S. § 125.01(1)(b).

Sec. 8-112. - Creation of independent special district; tax levy.

- (a) There is hereby created, effective December 31, 1990, an independent special district as defined in F.S. §§ 189.403(3), 200.001(8)(e) to provide funding for children's services throughout the county in accordance with F.S. § 125.901. The boundaries of the special district, which shall be known as the "Leon County Juvenile Welfare Services Special District," shall be coterminous with the boundaries of the county.
- (b) The Board of County Commissioners shall obtain approval, by a majority vote of those electors voting on the question, to annually levy ad valorem taxes which shall not exceed the maximum millage rate authorized by this article. The district shall be required to levy and fix millage subject to the provisions of F.S. § 200.065. Once such millage is approved by the electorate, the district shall not be required to seek approval of the electorate in future years to levy the previously approved millage.

(Ord. No. 90-13, §§ 3, 7(1), 3-27-90)

**State Law reference**— Authority to so provide, F.S. § 125.901(1).

Sec. 8-113. - Children services of county—Composition, appointment, terms.

- (a) The governing body of the district shall be a board of juvenile welfare to be known as the "Children's Services Council of Leon County."
- (b) The children's services council of the county shall consist of ten members, including the superintendent of county public schools, a member of the county school board (as selected by the school board), the district administrator from District II of the Florida Department of Health and Rehabilitative Services or his designee, who is a member of the senior management service or of the



selected exempt service; one member of the Board of County Commissioners; and the judge assigned to juvenile cases who shall sit as a voting member of the board, except that the judge shall not vote or participate in the setting of ad valorem taxes under this section. In the event there is more than one judge assigned to juvenile cases in a county, the chief judge shall designate one of the juvenile judges to serve on the board. The remaining five members shall be appointed by the governor, and shall, to the extent possible, represent the demographic diversity of the population of the county. After soliciting recommendations from the public, the Board of County Commissioners shall submit to the governor the names of at least three persons for each vacancy occurring among the five members appointed by the governor, and the governor shall appoint members to the council from the candidates nominated by the Board of County Commissioners. The governor shall make a selection within a 45-day period or request a new list of candidates. All members appointed by the governor shall have been residents of the county for the previous 24-month period. Such members shall be appointed for four-year terms, except that the length of the terms of the initial appointees shall be adjusted to stagger the terms. The governor may remove a member for cause or upon the written petition of the Board of County Commissioners. If any of the members of the council required to be appointed by the governor under the provisions of this section shall resign, die or be removed from office, the vacancy thereby created shall, as soon as practicable, be filled by appointment by the governor, using the same method as the original appointment, and such appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies or is removed from office.

(Ord. No. 90-13, §§ 3, 4, 3-27-90)

**State Law reference**— Similar provisions, F.S. § 125.01(1)(a).

Sec. 8-114. - Same—Powers and duties.

- (a) The children's services council of the county shall have all of the following powers and functions:
- (1) To provide and maintain in the county such preventive, developmental, treatment and rehabilitative services for children as the council determines are needed for the general welfare of the county.
  - (2) To provide such other services for all children as the council determines are needed for the general welfare of the county.
  - (3) To allocate and provide funds for other agencies in the county which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.
  - (4) To collect information and statistical data and to conduct research which will be helpful to the council and the county in deciding the needs of children in the county.
  - (5) To consult with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.
  - (6) To lease or buy such real estate, equipment and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subsection shall be construed to authorize the district to issue bonds of any nature, nor shall the district have the power to require the imposition of any bond by the Board of County Commissioners.
  - (7) To employ and pay, on a part-time or full-time basis, personnel needed to execute the foregoing powers and duties.

(Ord. No. 90-13, § 5(1), 3-27-90)

**State Law reference**— Similar provisions, F.S. § 125.01(2)(a).

Sec. 8-115. - Same—Organization, report.

The children's services council of the county shall:

- (1) Immediately after the members are appointed, elect a chairman and a vice chairman from among its members, and elect other officers as deemed necessary by the council.
- (2) Immediately after the members are appointed and officers are elected, identify and assess the needs of the children in the county served by the council and submit to the Board of County Commissioners a written description of:
  - a. The activities, services and opportunities that will be provided to children.
  - b. The anticipated schedule for providing those activities, services, and opportunities.
  - c. The manner in which children will be served, including a description of arrangements and agreements which will be made with community organizations, state and local educational agencies, federal agencies, public assistance agencies, the juvenile courts, foster care agencies and other applicable public and private agencies and organizations.
  - d. The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.
  - e. The manner in which the council will seek and provide funding for unmet needs.
  - f. The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.
- (3) Provide training and orientation to all new members sufficient to allow them to perform their duties.
- (4) Make and adopt bylaws and rules and regulations for the council's guidance, operation, governance and maintenance, provided such rules and regulations are not inconsistent with federal or state laws or county ordinances.
- (5) Provide an annual written report, to be presented no later than January 1, to the Board of County Commissioners. The annual report shall contain, but not be limited to, the following information:
  - a. Information on the effectiveness of activities, services and programs offered by the council, including cost-effectiveness.
  - b. A detailed anticipated budget for continuation of activities, services and programs offered by the council, and a list of all sources of requested funding, both public and private.
  - c. Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.
  - d. A description of the degree to which the council's objectives and activities are consistent with the goals of this section.
  - e. Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services and activities have been successfully used by children.
  - f. Information on programs, services and activities that should be eliminated; programs, services and activities that should be continued; and programs, services and activities that should be added to the basic format of the children's services council.

**State Law reference**— Similar provisions, F.S. § 125.01(2)(b).

Sec. 8-116. - Same—Minutes of meetings.

The children's services council shall maintain minutes of each meeting, including a record of all votes cast, and shall make such minutes available to any interested person.

**State Law reference**— Similar provisions, F.S. § 125.901(2)(c).

Sec. 8-117. - Same—Compensation, expenses.

Members of the children's services council shall serve without compensation, but shall be entitled to receive reimbursement for per diem and travel expenses consistent with the provisions of F.S. § 112.061.

**State Law reference**— Similar provisions, F.S. § 125.901(2)(d).

Sec. 8-118. - Audit.

All financial records and accounts relating to the district created by this article shall be available for audit by state auditors as they are assigned from time to time to audit the affairs of the county officials. If no annual audit of the district is conducted by the state, the children's services council shall cause an independent audit of the district to be conducted.

(Ord. No. 90-13, § 5(2), 3-27-90)

**State Law reference**— Similar provisions, F.S. § 125.901(2)(e).

Sec. 8-119. - Fiscal year; budget.

- (a) The fiscal year of the district created in this article shall be the same as that of the county.
- (b) On or before July 1 of each year, the council on children's services shall prepare a tentative annual written budget of the district's expected income and expenditures, including a contingency fund. The council shall, in addition, compute a proposed millage rate within the voter-approved cap necessary to fund the tentative budget and, prior to adopting a final budget, comply with the provisions of F.S. § 200.065, relating to the method of fixing millage, and shall fix the final millage rate by resolution of the council. The adopted budget and final millage rate shall be certified and delivered to the Board of County Commissioners as soon as possible following the council's adoption of the final budget and millage rate pursuant to F.S. ch. 200. Included in each certified budget shall be the millage rate, adopted by resolution of the council, necessary to be applied to raise the funds budgeted for district operations and expenditures. In no circumstances, however, shall any district levy millage to exceed a maximum of 0.5 mills of assessed valuation of all properties within the county which are subject to ad valorem county taxes.
- (c) The budget of the children's services council so certified and delivered to the Board of County Commissioners shall not be subject to change or modification by the Board of County Commissioners or any other authority.

(Ord. No. 90-13, § 6, 3-27-90)

**State Law reference**— Similar provisions, F.S. § 125.901(3)(a)—(3)(c).

Sec. 8-120. - Fiscal management, bonds.

- (a) All tax money collected under this article, as soon after the collection thereof as is reasonably practicable, shall be paid directly to the children's services council by the tax collector of the county, or the clerk of the circuit court, if he collects delinquent taxes.
- (b) All moneys received by the council on children's services shall be deposited in qualified public depositories, as defined in F.S. § 280.02, with separate and distinguishable accounts established specifically for the council and shall be withdrawn only by checks signed by the chairman of the council and countersigned by either one other member of the council on children's services or by a chief executive officer who shall be so authorized by the council.
- (c) Upon entering the duties of office, the chairman and the other member of the council or chief executive officer who signs its checks shall each give a surety bond in the sum of at least \$1,000.00 for each \$1,000,000.00 or portion thereof of the council's annual budget, which bond shall be conditioned that each shall faithfully discharge the duties of his office. The premium on such bond may be paid by the district as part of the expense of the council. No other member of the council shall be required to give bond or other security.
- (d) No funds of the district shall be expended except by check as aforesaid, except expenditures from a petty cash account which shall not at any time exceed \$100.00. All expenditures from petty cash shall be recorded on the books and records of the council on children's services. No funds of the council on children's services, excepting expenditures from petty cash, shall be expended without prior approval of the council, in addition to the budgeting thereof.

(Ord. No. 90-13, § 7(2), 3-27-90)

**State Law reference**— Similar provisions, F.S. § 125.01(3)(d), (3)(e).

Sec. 8-121. - Financial report.

Within 10 days, exclusive of weekends and legal holidays, after the expiration of each quarter annual period, the council on children's services shall cause to be prepared and filed with the Board of County Commissioners a financial report which shall include the following:

- (1) The total expenditures of the council for the quarter annual period.
- (2) The total receipts of the council during the quarter annual period.
- (3) A statement of the funds the council has on hand, has invested, or has deposited with qualified public depositories at the end of the quarter annual period.
- (4) The total administrative costs of the council for the quarter annual period.

(Ord. No. 90-13, § 8, 3-27-90)

**State Law reference**— Similar provisions, F.S. § 125.901(3)(f).

Sec. 8-122. - Optional funding.

After or during the first year of operation of the council on children's services, the Board of County Commissioners at its option, may fund in whole or in part the budget of the council on children's services from its own funds.

**State Law reference**— Similar provisions, F.S. § 125.901(5).

Sec. 8-123. - Statutory reports, documentation.

The district shall comply with all statutory requirements of general application which relate to the filing of any financial reports or compliance reports required under F.S. ch. 218, pt. III [§ 218.30 et seq.], or any other report or documentation required by law, including the requirements of F.S. §§ 189.415, 189.417, and 189.418.

**State Law reference**— Similar provisions, F.S. § 125.01(6).

Sec. 8-124. - Use of funds.

Funds collected pursuant to the provisions of this article shall be used to support improvements in children's services and that such funds shall not be used as a substitute for existing resources or for resources that would otherwise be available for children's services.

**State Law reference**— Similar provisions, F.S. § 125.01(8).

Secs. 8-125—8-150. - Reserved.



# Children's Services Council of Broward County

2016 / 2017 ANNUAL REPORT

# BUILDING A FUTURE FOR BROWARD'S CHILDREN

HOW YOUR  
COMMUNITY INVESTMENT  
HAS PAID OFF P. 20

WHERE WE INVEST P. 21

OUR PROGRAMS  
& INITIATIVES P. 5 - 19



## LETTER FROM THE CHAIR

Beam Furr



We are fortunate to live in a community where we understand the importance of investing in our most important resource: our children. That is why in the year 2000 Broward County voters created an organization dedicated to the vision that all “children in Broward should have the opportunity to realize their full potential, their hopes and dreams supported by a nurturing family and community.” This principle has guided the Children’s Services Council of Broward County (CSC) since we began operations a year later, never taking for granted the trust placed upon us at that time.

In 2014, when the State legislature required the CSC to be reauthorized via referendum, we trusted the community to understand that the work and worth of the CSC was essential in building a better Broward for all. Our trust was rewarded when we were reauthorized with nearly 80% of voters saying YES.

Trust is the core value. Unlike other taxing entities that deliver services in real-time, such as schools, safety and infrastructure, the CSC was created as an investment toward a better future. Creating the conditions by which a child can succeed now can lay a foundation for future success. We do this by providing maternal health services that ensure a healthy birth

and stronger bonds between mother and child; by ensuring that fathers are fully engaged in raising their children; by providing safe, affordable, high quality out-of-school-time childcare; by ensuring all children read at grade level by the time they reach the third grade so that after they learn to read they can read to learn; by providing non-punitive alternatives so youth with less serious offenses can avoid being entangled in the juvenile justice system; by supporting youth with special needs or aging out of the foster care system with internships and work opportunities and the list goes on. This is how we support the growth of the responsible, productive adult of the future.

Given my background as an educator and librarian, I am particularly excited by the substantial work we have been doing, since 2015, in galvanizing the community around the importance of early literacy. By creating and expanding the Broward Reads Campaign for Grade Level Reading and engaging all stakeholders (parents and caregivers, educators, municipalities, volunteers and the business sector) we are making inroads in ensuring children have the tools for lifelong success. Our collective work was recently recognized by the National Campaign for Grade Level Reading with the 2016 Pacesetter Award. Just as exciting, Fort Lauderdale was selected by JetBlue and Random House as the 2017 winner of the Soar with Reading 100,000 book award. These were distributed over the summer in areas deemed “book deserts” where children selected free age appropriate books from vending machines and learned to foster a love of reading.

After 17 years, we have moved the needle in many areas but much more needs to be done. We are grateful for the trust the community has placed in us and take that responsibility very seriously. We will work diligently to ensure the CSC is an investment we can all be proud of, as our children grow into responsible, productive adults.

Beam Furr  
**Chair**

## LETTER FROM THE PRESIDENT/CEO

### Cindy Arenberg Seltzer

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What an intense year this has been! After laying the groundwork for far-reaching structural changes over the last few years, internally and throughout the child-serving community, the work is beginning to bear fruit. This past year we have built or revised our programs around a better understanding of the historical impact of racial inequity and have been more diligent about including community voices in our processes. The result of this shift has been a broader and deeper engagement that allows for new partnerships and more ability to turn the curve in a number of key areas, as you will see throughout this report.

Because we don't do this work in a vacuum, early in the year we convened the 2017 Youth and Family Summit. Every five years, we take this opportunity to report back to the community about our joint achievements, connect to national best practice models, and reenergize together to continue our collective impact work. Particularly exciting this year was how hundreds of participating youth lent their voices and talents to the event, both through artistic expression and in debate forums where they took pro and con positions on issues that directly impact them.

Also very exciting this year was the implementation of the Performance Partnership Pilots (P3) grant through the Best Opportunities to Shine and Succeed (BOSS) program. We were one of only nine nationally selected sites. The purpose of this initiative is to pilot better ways of improving outcomes for disconnected youth by allowing for additional flexibility in using discretionary funds across multiple federal programs. We are happy to report that in its first year our BOSS program has succeeded beyond all expectations.

Of course, as evidenced throughout this report, we have also continued to improve the quality and quantity of funded services—always looking at critical areas of need where CSC investment can have the greatest impact. I am grateful for the continued support of the Council Members as well as our partners whose support has fueled CSC's tenacious efforts to ensure that families in Broward have the tools to succeed. These include the Jim Moran Foundation, the Community Foundation of Broward, the AD Henderson Foundation, the McCormick Foundation, Florida Panthers Foundation, and United Way together with Broward County Government, Broward County Schools, Broward Sheriff's Office, ChildNet, the Department of Children and Families, the Department of Juvenile Justice, the Florida Dept. of Health in Broward County and the fantastic array of service providers. Without their partnerships, we would not be able to impact as many children, youth and families' lives.

Thank you for taking the time to look through the pages of CSC's 2016-17 Annual Report, and continuing to give your Children's Services Council the opportunity to work with the broader community to empower all children to become responsible productive adults.



Cindy Arenberg Seltzer  
**President/CEO**



#### CSC MANAGEMENT TEAM:



Standing L-R: Nancy Cohn, Kathleen Campbell, Michelle Hamilton, Marlando Christie, Laura Ganci, Andrew Leone

Seated L-R: Sue Gallagher, Monti Larsen, Cindy Arenberg Seltzer, Sandra Bernard-Bastien, Maria Juarez Stouffer

## CHILDREN'S SERVICES COUNCIL MEMBERS:

### **Beam Furr**

Chair | Broward County Commission

### **Cathy Donnelly**

Vice Chair | Governor Appointee

### **Tom Powers**

Secretary | Governor Appointee

### **Emilio Benitez**

Immediate Past Chair | Governor Appointee

### **Robin Bartleman**

Board Member | Broward County Public Schools

### **Silvia Beebe**

Circuit Community Development Administrator  
Department of Children & Families

### **Hon. Michael J. Orlando**

Judicial Member

### **Robert W. Runcie**

Superintendent | Broward County Public Schools

### **Maria M. Schneider**

Governor Appointee

### **Dr. Paula Thaqi**

Director | Broward County Health Department

### **Ana M. Valladares**

Governor Appointee

## STAFF

### **Cindy J. Arenberg Seltzer**

President/CEO

## LEGAL COUNSEL

### **John Milledge**

### **Garry Johnson**

## MISSION

To provide the leadership, advocacy and resources necessary to enhance children's lives and empower them to become responsible, productive adults through collaborative planning and funding of a continuum of care.

## VISION

The children of Broward County shall have the opportunity to realize their full potential, their hopes and their dreams, supported by a nurturing family and community.



STANDING L-R: Juge Michael Orlando; Supt. Robert Runcie; Dr. Paula Thaqi; Ana Valladares

SEATED L-R: Silvia Beebe; Cathy Donnelly, Vice-Chair; Mayor Beam Furr, Chair; Robin Bartleman

NOT PICTURED: Emilio Benitez; Tom Powers, Secretary; Maria M. Schneider

## SUSTAINING THE FRAMEWORK OF OUR CHILDREN'S STRATEGIC PLAN

### THE YOUTH AND FAMILY SUMMIT 2017

At the heart of the CSC's mission is providing leadership for a coordinated system of care for Broward's children and families. Recognizing that we all have a stake in the success of Broward's children, the CSC provides backbone support for the collective impact framework known as the Broward County Children's Strategic Plan. The shared vision of "Success for all of Broward's Children" powers over 50 committees that help identify the causes that create negative outcomes and find solutions to turn the curve in positive directions for our youth and the community.

As part of this work, every few years the CSC leads the convening of a Youth and Family Summit where stakeholders can take stock of the progress made over the intervening years, assess the work that remains to be done and be inspired and reenergized to continue the important work of

improving the lives of all children and families in Broward.

The February 2017 Youth and Family Summit, themed "Building a Better Broward: A Shared Agenda for Children", gathered well over 1,200 people at the Broward County Convention Center, 400 of them high school students who participated in debate teams and performances and injected their voice in the proceedings. The keynote speakers were Kevin Haggerty of the Center for Communities that Care who spoke on creating healthy environments where all young people can live and succeed, and Maya L. Harris, visiting Scholar at Harvard Law School and Senior Fellow at the Center for American Progress, who gave an overview of the socio-political environment of our times and the importance of empowering young people to become thriving adults. [Learn More](#)

### WORKING TO ENSURE ALL CHILDREN HAVE WHAT THEY NEED TO SUCCEED

All children should have environments that support healthy brain development and access to the many opportunities our country provides. When historical structures that codified racial inequality created structural community conditions that do not support the necessary access, opportunities and resources, children and families are barred from the shared American Dream. The CSC recognizes that, in addition to providing funds for programs that support children and families, confronting racism and racial disparity is critical to affecting positive change for everyone.

Beginning in August 2016, the CSC, Broward County Human Services Department, and City of Fort Lauderdale Police department funded training to understand how racism continues to show up in our lives and communities for over 325 attendees representing government, law enforcement, private enterprise and non-profit organizations. In addition, over 1,000 partners were trained in (1) the local history of racism and resilience in Broward and (2) implicit bias - the reliance on hidden negative stereotypes and beliefs that infuse quick judgements. The reflective and personally transformative workshops show how people of all races are hurt by racism and are resulting in innovative solutions in our procurements, partnerships and programs. [Learn More](#)





## EARLY LITERACY AS THE GATEWAY TO LIFELONG SUCCESS

Educational opportunities that are equitable and effective are at the core of the level playing field helping every child in Broward grow to be a successful, productive adult. A focus on early literacy and ensuring that children read at grade level by the time they complete the third grade is one of the best investments we can make as a community in the academic, social and economic success of each child. That is why the [Broward Reads-Campaign](#) for Grade Level Reading is an integral and very active committee of the Broward County Children's Strategic Plan. Engaging 20 municipalities in the Broward Reads in Your City initiative, as well as the bringing in business, nonprofit, philanthropic and government sectors through a number of year-round initiatives that include parent engagement, out-of-school-time support, school readiness and preventing chronic

absenteeism, has resulted in Broward being recognized as a 2016 Pacesetter Community by the National Campaign for Grade Level Reading.

Other recent highlights include Fort Lauderdale being selected by JetBlue and Scholastic Books as the recipient of 100,000 books as part of the Soar with Reading Campaign. These books were distributed free of charge and with unlimited access to children via "vending machines" that included a wide array of titles, all summer long.

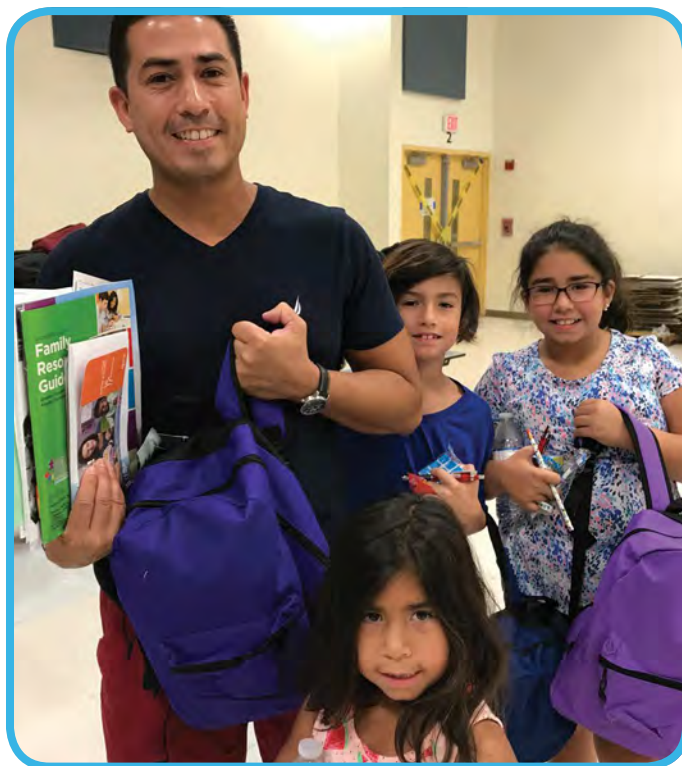
In addition, in partnership with JumpStart, almost 1,000 volunteers participated in Broward Reads for the Record by reading the very funny "The Bear Ate Your Sandwich" story to close to 40,000 four and five-year-olds on the same October 2016 day. CSC funds helped purchase a copy of the book for every participating child. [Learn More](#)

## BRINGING JOY TO THE FIRST DAY OF CLASSES WITH THE BACK TO SCHOOL EXTRAVAGANZA

Who doesn't remember the excitement of that first day of school when, after summer break, children reconvene to begin a new academic year? For most, it is a day filled with anticipation and happiness reconnecting with friends and meeting new teachers, while showing off brand new clothing and accessories. For too many children, however, that excitement is mitigated by adverse economic circumstances. That is why, since 2012, the CSC has partnered with Broward County School social workers and dozens of other community organizations to outfit thousands of students in need with new backpacks filled with supplies, shoes and uniforms with a Broward Back to School Community Extravaganza. In FY 2016/17, 6,500 children and their families took advantage of the event held over two weekends at three different locations. [Learn More](#)

## AGENCY CAPACITY BUILDING

Supporting organizations big or small is not always about funding. Sometimes it is about providing different kinds of resources to help these organizations become sustainable and impactful. The CSC is committed to collaboratively assisting community-based organizations that provide services to children and families to meet their full potential by offering trainings, networking and professional assessments. The CSC provides capacity building mini-grants through a Request for applications process in support of professional development. In FY 2016/17, these grants and supportive services amounted to over \$80,000 distributed to 8 organizations. [Learn More](#)



## TRAINING & PROFESSIONAL DEVELOPMENT FOR NONPROFITS

Professional training and development is key to maintaining and enhancing strong skillsets. The CSC offers conveniently scheduled classroom and on-line training sessions covering close to 100 topics relevant to child and family services. With the CSC's Broward Training Collaborative (BTC), online registration for training classes is convenient and easy. Registrants simply logon to the BTC's website

and scroll through the list of classes offered. Ease of access to training information is important as proven by the fact that 4,160 participants representing over 200 agencies attended CSC funded trainings in FY 2016/17, with a satisfaction rate of 97%. Similarly, the Online Learning Center had over 300 participants taking advantage of online courses with a satisfaction rate of 98%.



## A LINK TO RESOURCES ALL DAY, EVERY DAY

When Broward residents find themselves in need, help is as easy as dialing 2-1-1, the number for the live, 24-hour information helpline connecting residents with agencies offering various community assistance programs. Trained counselors answer calls concerning disaster relief, childcare, medical services, financial assistance, food programs, mental health, domestic abuse, suicide prevention and more. Each year, 2-1-1 handles more than 100,000 calls, and receives over 100,000 visitors to its website. The helpline extends its services beyond the call center by engaging with the community through outreach and education programs. The CSC funds 2-1-1's general helpline, the Children with Special Needs Hotline, and the Behavioral Health INFOLine which provides in-person case management along with flex funds when immediate assistance is necessary. For the past three years, CSC has also sponsored the Collective Impact for Youth Award as part of the annual 2-1-1 Broward Non-Profit Awards.

[Learn More](#)



## HELPING OTHERS THROUGH VOLUNTEERING

Coming together in volunteer service to help those in need is a deeply ingrained American value as well as a capacity building tool for nonprofit organizations. By providing meaningful service opportunities to thousands of volunteers supporting over 600 organizations, HandsOn Broward is a critical component of the County's human service system of care and infrastructure. The CSC funds

HandsOn Broward to support our many campaigns fueled by volunteers such as Read for the Record. They also provide signature leadership programs that encourage civic engagement and empower youth to grow as leaders and those who need service learning hours to complete their graduation requirements.

[Learn More](#)

## CHILD SAFETY & WELLBEING

### Building Bridges Toward Successful Youth Outcomes

#### NURTURING PARENTS ARE THE CORNERSTONE OF CHILD DEVELOPMENT

The bonding that occurs between mother and child upon birth is a key factor in the healthy development of the baby. Brain architecture is directly related to protective, nurturing relationships. Maternal depression can get in the way of this essential cornerstone of development. The CSC funds Moms Overcoming Maternal Stress (MOMS), a program that provides needed services to pregnant women and new moms and their families if maternal depression diagnosed. Such depression can affect mother-child bonding and negatively impact developmental milestones. These symptoms are normal and should be addressed without fear of stigma or ridicule. Engaging, culturally-sensitive and effective services are provided in-home by knowledgeable and caring health professionals that help mothers and all caregivers in the family improve parenting skills promote child development and reduce risk factors associated with child abuse and neglect. In FY 2016/17, 248 mothers participated in the program.



[PSA in English](#)

[PSA in Spanish](#)

100%

of mothers reported fewer symptoms of depression and/or anxiety.

93%

of infants and children met developmental milestones for communication, gross motor, fine motor, problem solving, and social skills.

94%

of mothers demonstrated acceptable level or improvement of attachment/bonding with target infant.

## ENSURING CHILDREN GROW UP HEALTHY, SAFE AND NURTURED THROUGH SUPPORT & AWARENESS OF RESOURCES

All children have the right to grow-up safe, healthy, happy and nurtured. Since 2009, agencies that work to prevent child abuse and neglect have come together in the Broward AWARE! Protecting OUR Children Campaign to leverage public awareness resources for greater impact. Lead by the CSC and modeled on the statewide Ounce of Prevention's Pinwheels for Prevention Campaign, these organizations help keep children safe from abuse and neglect while healing those who have been victimized. In FY 2016/17 Broward AWARE! was launched at the annual 33311 Walk held in Ft. Lauderdale's historic Sistrunk neighborhood. The

event highlighted issues ranging from supporting children in the dependency system to human trafficking and commercial sexual exploitation awareness. Other Broward AWARE related events included the Healthy Mothers Healthy Babies Me and My Dad Challenge, supporting healthy father and child relationships; the Healthy Families Graduation, celebrating the achievements of over 60 families who participated in the program; the Denim Day campaign against sexual violence; and the Family Fun and Resource Fair held in April, during Child Abuse Prevention Month. [Learn More](#)

## STRONG COMMUNITIES & STRONG FAMILIES THRIVE TOGETHER



**88%**

of families participated in all program requirements.

**90%**

of families improved family functioning.

A thriving community supports an infrastructure where all families can grow, prosper and enjoy life together. Deep-rooted or temporary circumstances may interfere with a family's ability to thrive. Not all families' challenges are alike. That is why CSC funded Family Strengthening programs are an essential part of the social fabric that ultimately benefits entire communities. Encouraging nurturing skills to stay strong and healthy and reducing the risk of child abuse and neglect with in-home and group services provided through partnerships with non-profit organizations throughout the County, helps families succeed and conquer everyday challenges. These interventions enhance parenting skills, limit stress and bring stability to families in crisis ultimately reducing the need for out-of-home placement of children and involvement with the dependency system, providing a brighter outcome for families working to stay strong and together.

[Learn More](#)



## GRANDPARENTS AND OTHER RELATIVE CARE GIVERS: OFTEN UNSUNG HEROES

The best environment for children to grow is at home or with close relatives or family friends where they are known, loved and nurtured. Sometimes biological parents can't provide that home for a whole host of reasons. Often, it is grandparents and other relatives who take on the responsibility of raising these children, preventing them from being removed into the foster care system. Because the arrangement is frequently informal, these family members do not necessarily know how their circumstances affect their legal rights and obligations or how to access mental health counseling and respite care. They may also need assistance navigating the school system and available public benefits. The CSC has recognized that thousands of grandparents, relatives and close family members in Broward are solely responsible for raising children not their own. That's why since 2005 it has funded Kinship Initiatives for Supportive Services (KISS) programs, so that children and youth can continue living in stable homes and familiar environments and not be removed into the dependency system. The Jim Moran Foundation has partnered with the CSC since 2014 to expand kinship services that include coordinated, comprehensive social/emotional support and legal services delivered in-home or at convenient community locations. [Learn More](#)

100%

of caregivers demonstrated acceptable level and/or decreased their experienced level of parenting stress.

96%

of caregivers reported satisfaction with Kinship services.



## KEEPING CHILDREN SAFE FROM DROWNING



What's more inviting on a hot day than a cool, refreshing swim? In South Florida, we are fortunate to have many opportunities to enjoy swimming in pools, lakes, and the ocean year-round. However, many children don't know how to swim, and drowning is the number one cause of accidental death for children under the age of five in Broward County. That is why the CSC funds the Broward County Swim Central program along with needed staff support for the Drowning Prevention Taskforce with the Florida Department

of Health in Broward. In FY 2016/17, the CSC funded Swim Central to manage free water safety instruction and education classes for almost 24,000 children at local community centers, childcare centers, and elementary schools. In addition, the CSC also funded \$100,000 for swim vouchers for children 6 months to 4 years old, which provided families with up to eight low or no-cost water safety classes. More than 3,000 coupons were redeemed, potentially saving the lives of thousands of children.

[Learn More](#)

**100%**

of children who participated in the swim program have not drowned 3 years after program completion.

**80%**

of participants completing between 3 and 6 classes demonstrated an improvement of one or more levels on the revised Water Safety Skills Checklist.

**85%**

of participants completing 7 or more classes, with a maximum of 10 classes, demonstrated an improvement of one or more levels on the Water Safety Skills Checklist.

## ENSURING ALL CHILDREN HAVE ACCESS TO RELIABLE HEALTHCARE THROUGH KIDCARE

Healthy children learn, grow and thrive when they have access to healthcare as an integral part of their wellbeing. Not all children are covered in traditional healthcare plans and not all caregivers are aware of the availability of affordable health insurance through KidCare. The CSC funds the Department of Health in Broward County's KidCare Outreach Program that uses a multi-pronged approach to provide access and reduce barriers to public health insurance coverage including KidCare (subsidized and full-pay), Medicaid and CMS. KidCare Outreach Staff are the primary

source for applications and outreach materials for partner programs and agencies serving eligible populations, including schools, child care centers, afterschool programs and social service agencies. KidCare Outreach Staff also partner with CareerSource to provide application assistance and community resources to displaced workers.

When the Florida Legislature removed the 5-year waiting period for eligibility for lawfully residing children in 2016, the CSC funded bi-lingual staff that helped 315 newly eligible children be signed-up through KidCare. [Learn More](#)

100%

of technical related calls  
by 1,773 families were resolved.

136

community outreach  
and public education events.

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## WELL-FED CHILDREN LEARN AND THRIVE

Proper nutrition is essential to a child's physical and mental development. A child who is chronically hungry is not likely to succeed in the classroom. The CSC has been a part of child hunger relief efforts since 2004 by supporting a number of innovative initiatives, including the creation of the South Florida Hunger Coalition, establishing community gardens, including healthy snacks and suppers in the out-of-school funded programs and more. In the summer of 2017, the CSC funded LifeNet 4 Families to purchase food for distribution through the Summer Food Box Program. This, coupled with private food donations, ensured access to nutritious meals to 2,232 children. In addition, the CSC once again funded the Mobile Summer BreakSpot project, introduced in 2014, which provided warm, nutritious meals five

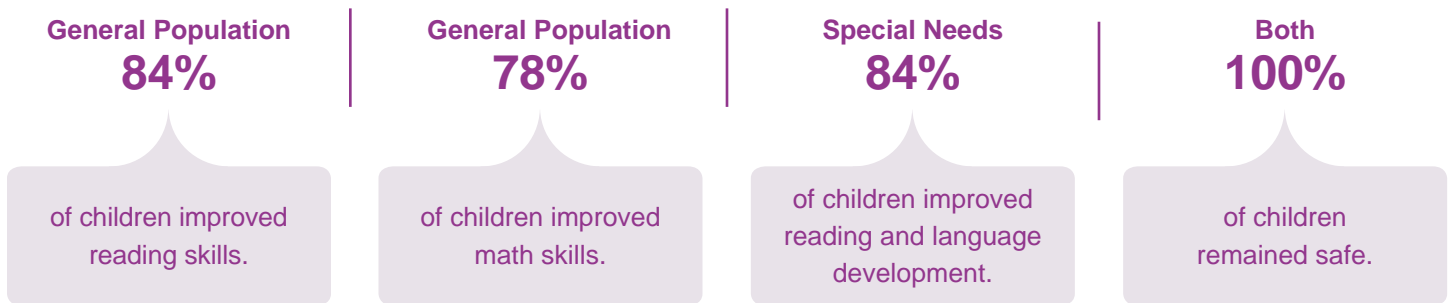
days a week at nine housing authority and low-income apartment sites and 72 additional sites in Broward County to 21,256 children and youth. Added enrichment activities included swim safety instruction, nutrition and physical fitness education, literacy support, positive engagement activities with law enforcement and eye exams and free eyeglasses for those children who needed them.

Other ongoing CSC supported hunger relief programs include the student-led Harvest Drive, where more than 2,300 families receive a week's worth of groceries and household items as well as the fixings for a complete Thanksgiving meal. An additional 500 families also have free access to gently used clothing, shoes, toys, books and household items year-round. [Learn More](#)



## ENRICHING PROGRAMS KEEP CHILDREN SAFE AND ENGAGED DURING OUT-OF-SCHOOL TIME

We know our children are our most precious resource and we know we want them safe, healthy and nurtured, always. Working parents rest easy when they can trust that their children attend programs that are academically enriching and culturally and socially engaging. Children who participate in the CSC funded Maximizing Out-of-School Time (MOST) programs fully enjoy the fun, safe and supportive environment provided by 22 agencies at close to 90 locations throughout the County. The schedule includes a focus on homework completion, project based learning, social, emotional and physical development, and educational field trips and cultural arts opportunities for all children including those with special needs. Services are provided after school, on non-school days, early release days, and during the summer with sliding fees assessed on the family's ability to pay. By including age appropriate book distributions, out-of-school time summer programs help address summer learning loss which low income children suffer at a much higher rate than their middle income peers. Children and youth in CSC's programs are fed a snack and supper during the school year, and lunch and snack during the summer through a partnership with federal food programs. [Learn More](#)



*I am a single mother with two special needs children with autism. As a single mother that works full time, I am appreciative knowing that my children have a safe place to go after school. They are being treated with dignity and having fun, which has been a huge relief.*

– ELYSE GABRIELE

## BUILDING BRIDGES TOWARD SUCCESSFUL YOUTH OUTCOMES

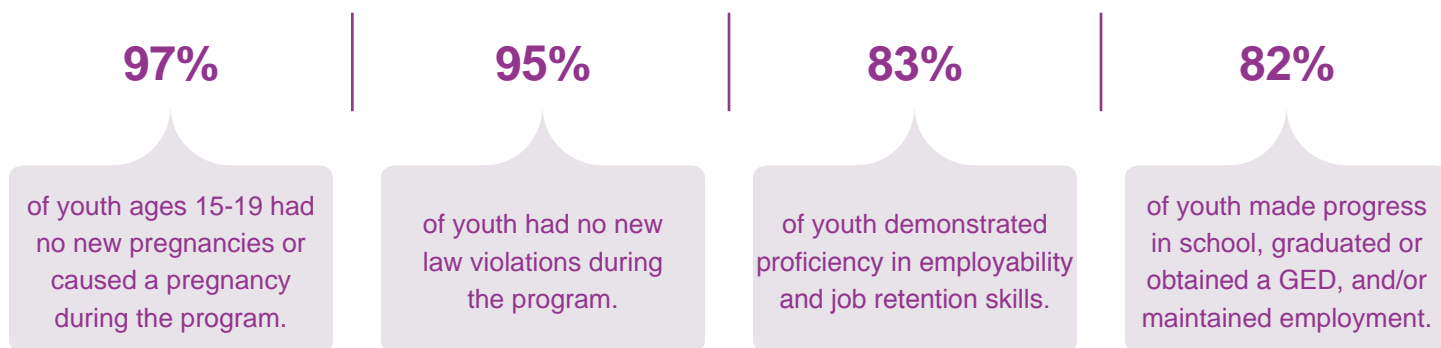
As caring adults, we believe that all youth deserve a shot at success, including those who are in the dependency system or in the care of relatives. Since 2004, our community has worked to support teens who are aging out of foster and relative care strive successfully toward adulthood. Since 2008,

The Jim Moran Foundation has partnered with the CSC in supporting Future Prep, a program that provided life coaches committed to successful outcomes for these youth. Using best-practice transitional independent living program models, youth received mentoring, vocational and career

exploration services, employability skills training, case management, life-skills, and other supports. In FY 2016/17, recognizing that diverse youth populations could benefit from this mix of services, the CSC expanded the original program into the Healthy Youth Transitions (HYT) program. With additional support from The Jim Moran Foundation, overall funding nearly doubled and the populations

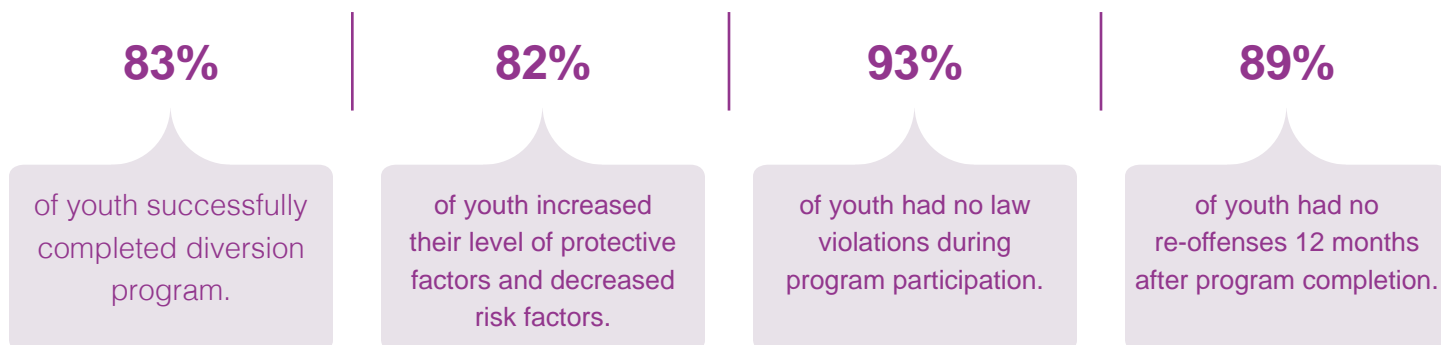
currently served include youth in foster care or with juvenile justice involvement as well as LGBTQ youth. Importantly, the expansion offers all participating youth access to therapy services from trained clinical staff to address mental health needs and support a healthy transition to adulthood. Close to 800 youth benefited from HYT in FY 2016/17.

[Learn More](#)



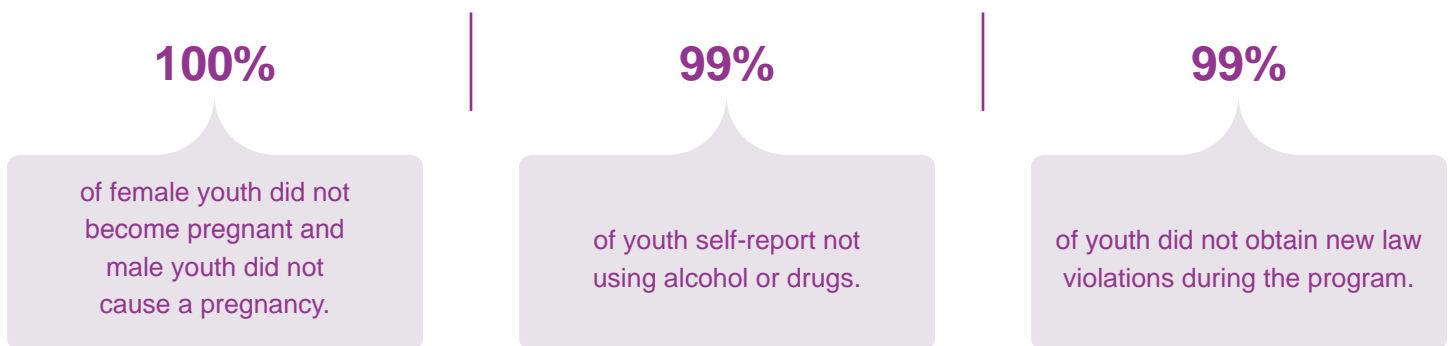
## FORMATIVE EXPERIENCES SOMETIMES INCLUDE MISTAKES

Communities thrive when all youth have equal access to opportunities that allow them to transition to a successful and productive adulthood. As we know, long-lasting punitive approaches are harmful to young people's wellbeing and more expensive for taxpayers. Data has also shown that black youth are disproportionately represented in the system. Fortunately, the CSC's New DAY programs support positive alternatives for young people to learn the error of their ways by making restitution, and developing important skills such as empathy, while engaging the victims of their actions. These programs support teens as they strive to realize their full potential without paying a life-long cost for a youthful mistake. Research indicates that the recidivism rate for youth going through diversion programs is much lower than for those who go through the formal court system. These diversion programs lead to better, more equitable outcomes for our young people and our communities. In FY 2016/17, approximately 1,600 youth participated in New DAY programs.



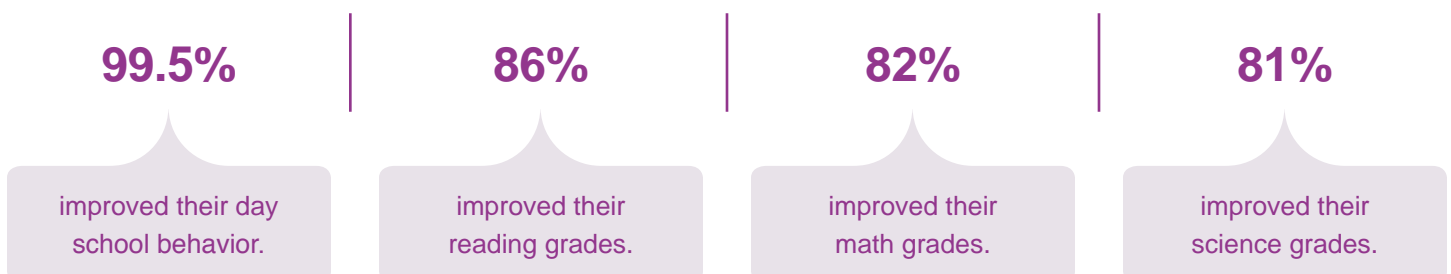
## ENGAGING MIDDLE SCHOOL YOUTH IN PROGRAMS FOR SUCCESS

When children have the opportunity to meaningfully engage in subjects that are in line with their interests and talents, the results can be rewarding and life-changing. For the past 10 years, the CSC's Youth FORCE (Friends, Opportunities, Resources, Counseling & Education) program has encouraged thousands of Broward's middle schoolers to participate in fun, enriching activities centered on literacy in five key areas: Science, Technology, Engineering, Art and Math (STEAM). In partnership with 14 organizations and delivered at 22 schools and 4 community sites, the program offers after-school and summer activities that include robotics, drama, and dance classes, as well as case management, counseling, and drug and pregnancy prevention education by certified teachers. Healthy snacks and meals as well as physical exercise classes are provided in an effort to promote an overall healthy lifestyle. Approximately 1,336 students participated in Youth FORCE programs in FY 2016/17. [Learn More](#)



## PROVIDING STUDENTS WITH THE TOOLS TO SUCCEED

When Broward County high school students excel academically and are supported as they navigate complex post-secondary education options, they are better prepared to become the responsible, productive adults we all want them to be. Over the years, the CSC has committed to helping teens in Title 1 area high schools achieve increased academic scores, develop leadership skills and better understand their options as they contemplate their professional future. LEAP High and 21<sup>st</sup> Century Community Learning Center programs delivered at 11 low performing schools offer fun, project-based after-school activities that encourage student engagement in the learning process, while reinforcing regular classroom instruction. Many projects are centered on STEM (Science, Technology, Engineering, and Math), test preparation, and college planning. Students also receive career counseling, including the development of "soft skills" (social and emotional interactive skills), which are essential to establishing and maintaining employment success.



In 2015, Broward was selected to be one of nine recipients of the federally funded Performance Partnership Pilots (P3) program, which offered a unique opportunity to test innovative, cost-effective, and outcome-focused strategies for improving results for disconnected youth. This is done by allowing flexibility in using discretionary funds across multiple Federally funded programs. The P3 program in Broward is known as Best Opportunities to Shine and Succeed (BOSS). In FY 2016/17, through a broad based partnership among non-profits, governments, secondary and post-secondary schools, 500 students participated in BOSS programs at six of the 11 schools. [Learn More](#)

**82%**

of BOSS participating youth transitioned to a post-secondary institution.

## BREAKING DOWN BARRIERS FOR YOUTH WITH SPECIAL NEEDS

Diversity in the workplace adds immeasurable value to any organization or business economically, socially, and beyond. However, for many with intellectual and developmental special needs, employment opportunities can be few and difficult to obtain. This is especially challenging for teens. According a recent U.S. Department of Labor report, the unemployment rate for people with disabilities 16 years of age and older is 7.6%. That's about double the rate for general populations.

The CSC works to ensure that teens with special needs have every opportunity to train and find work that will allow them to achieve their full potential. That is why CSC created the Supported Training Employment Program (STEP). STEP services are available year-round for youth ages 16-22 with special needs including physical, developmental, and behavioral challenges. With an emphasis placed on promoting independence, effective communication, and employability skills, the program seeks to aid in removing stigmas and biases against those with special needs.

As an added component of STEP, the Youth Work Incentive Counseling (Y-WIC) arm of the program serves as a resource for both the participants and their families by extending support and guidance.

In FY 16/17, 183 youth participated in STEP with many taking advantage of Y-WIC support.

[Learn More](#)

**86%**

of youth acquired measurable skills in Work Required Behavior.

**92%**

of youth acquired measurable skills in Job Duties.

**92%**

of youth acquired measurable skills in Daily Living Activities.

## BUILDING EXPERIENCE AND OPPORTUNITIES THROUGH SUMMER EMPLOYMENT

Summer jobs provide teens with more than just a paycheck. They teach responsibility, accountability and work ethics, invaluable skills as the youth transition into adulthood. These are all traits emphasized through the CSC funded Summer Youth Employment Program (SYEP). Working in conjunction with CareerSource Broward, the six-week program serves economically disadvantaged youth ages 16-18, many of whom are also in the dependency system. SYEP provides participants with minimum wage jobs, along with pre-orientation job readiness workshops, ongoing case management support and on-site job coaches.

Last year alone, the CSC placed more than 600 teens at 160 job sites throughout Broward County. For many, it was their first real exposure to employment. The program not only benefits teens, but also employers. However, with approximately 4,000 SYEP applications received annually, the high demand for these summer employment opportunities does not meet the number of slots available. [Learn More](#)

**98%**

of employers reported satisfaction with the program.

**99%**

of youth reported a positive experience with the program.





## LEGAL ADVOCACY AND LAW LINE

There are times when one needs adequate legal representation. Yet, it is often the most vulnerable that lack competent counsel, frequently with negative life-changing consequences. This is particularly true for youth who may have run afoul of the law, getting caught in the criminal justice system when legal guidance might have avoided the worst consequences. The CSC funds Legal Aid Services of Broward County to deliver the Legal Advocacy and LAW Line programs providing advocacy, legal representation, case management, and supportive services to youth referred by the Juvenile Division of the State Attorney's Office, the Public Defender's Office or other community, child welfare, or children's services agency. The LAW Line program, created in 2015 is a helpline for economically-disadvantaged youth up to age 18 and their families to assist with concerns related to youth involvement with the delinquency and/or dependency systems. In addition, in FY 2016/17, the CSC began funding the Legal Representation for Youth Permanency Program. This provides comprehensive legal services by court appointment to children in the child welfare system to limit their time in state care and to achieve timely permanency by ensuring statutory time limits are not exceeded. The Permanency Program also provides the legal services necessary to ensure that while their clients are in state care they will receive the benefits and protections afforded to them under State and Federal law.

Additionally, the Provider participates in community meetings with all stakeholders to identify, discuss and attempt to remedy systemic child welfare issues that delay permanency for all children in state care.

### [Learn More](#)

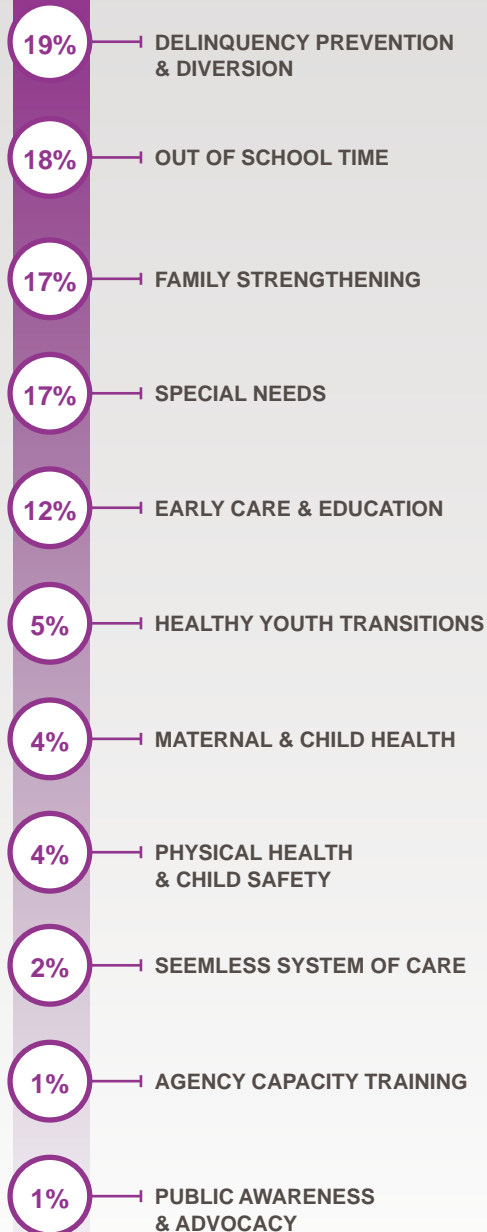




# FINANCIAL REPORT

## Fiscal Year 2016/2017

### BUDGET FOR PROGRAM SERVICES BY GOAL



Total Program Budget

**\$70,272,877**

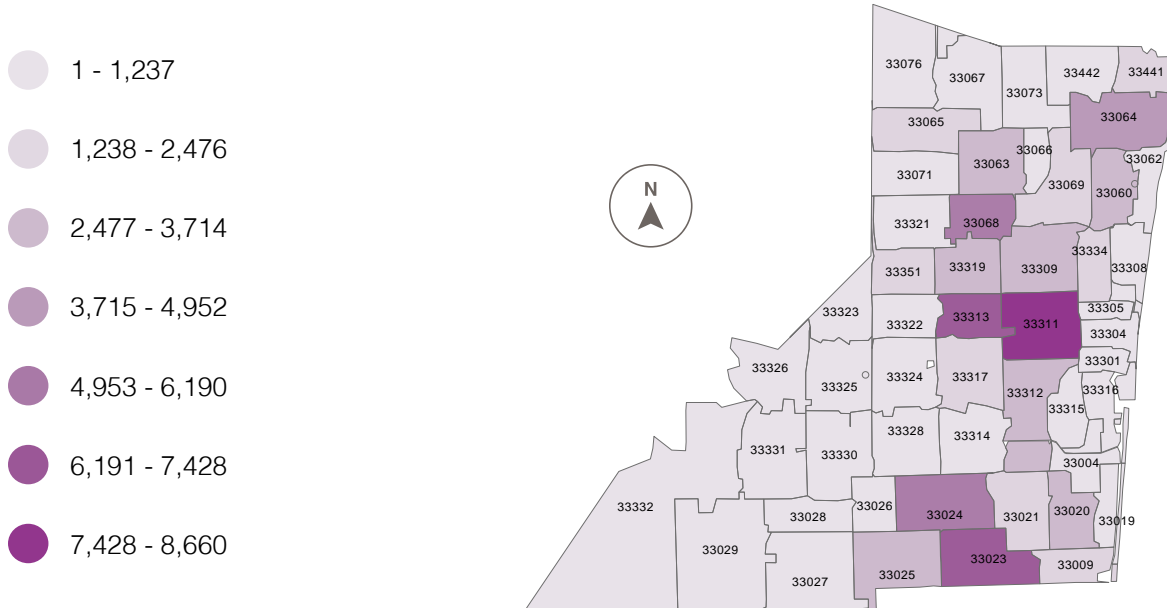
### GENERAL FUND

REVENUES:	FY 2016/17 Actual	FY 2015/16 Actual
Property Taxes .....	<b>\$75,990,468</b>	\$70,246,887
Federal Grant Income .....	<b>\$ 189,655</b>	\$ 261,131
Local Foundations/ Miscellaneous .....	<b>\$ 1,618,951</b>	\$ 1,007,919
Total Revenues	<b>\$77,799,074</b>	\$71,515,937

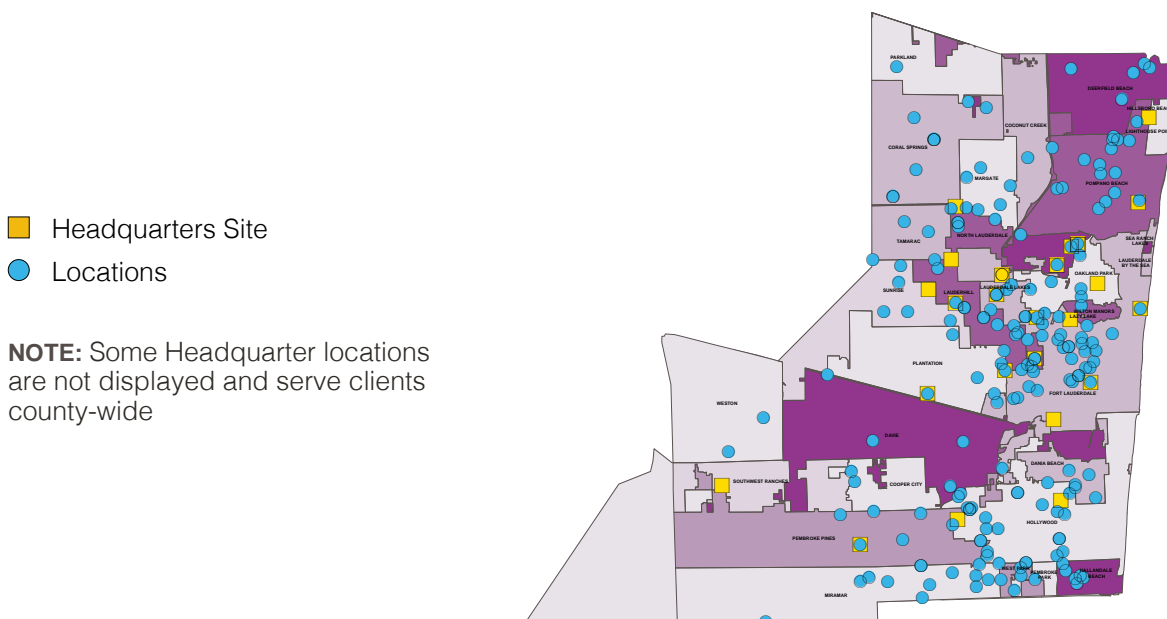
EXPENDITURES:	FY 2016/17 Actual	FY 2015/16 Actual
Program Services/ Support .....	<b>\$70,062,520</b>	\$65,669,800
General Administration .....	<b>\$ 2,644,427</b>	\$ 2,366,509
Capital Outlay .....	<b>\$ 218,861</b>	\$ 123,753
Non-Operating Expenditures .....	<b>\$ 2,782,039</b>	\$ 2,393,301
Total Expenditures	<b>\$75,707,847</b>	\$70,553,363

## WHERE WE INVEST

### CHILDREN & FAMILIES SERVED BY CSC BY ZIP CODE



### CSC FUNDED PROGRAMS HEADQUARTERS & SERVICE LOCATIONS



## OUR FUNDED AGENCIES & PROGRAMS

### 2-1-1 BROWARD

General Hotline,  
Special Needs & Behavioral Health Hotline

### ABILITIES

STEP

### ACHIEVEMENT & REHABILITATION CENTER (ARC)

Maximizing Out-of-School Time Special Needs,  
Supported Training and Employment Program,  
Family Strengthening

### ADVOCACY NETWORK ON DISABILITIES

Maximizing Out-of-School Time

### AFTER SCHOOL PROGRAMS, INC.

Youth FORCE, Maximizing Out-of-School Time,  
Maximizing Out-of-School Time Special Needs

### ANN STORCK CENTER, INC.

Maximizing Out-of-School Time Special Needs

### BECON TV

Public Awareness

### BLACKTIE

Capacity Building

### BOYS & GIRLS CLUB

Maximizing Out-of-School Time, Family Strengthening

### BROWARD CHILDREN'S CENTER, INC.

Maximizing Out-of-School Time Special Needs,  
Family Strengthening

### BROWARD COUNTY

Drowning Prevention, After School @Your Library,  
Hunger Relief Maximizing Out-of-School Time, Summer Learning  
Program Pilot

### BROWARD LIBRARY FOUNDATION

P3

### BROWARD REGIONAL HEALTH PLANNING COUNCIL

Healthy Families, Subsidized Childcare

### BROWARD SHERIFF'S OFFICE

New DAY, Juvenile Assessment Center

### BROWARD YOUTH SHINE

Community & Legislative Outreach

### CAMELOT COMMUNITY CENTERS

New DAY, Healthy Youth Transition,  
Family Strengthening

### CAREERSOURCE BROWARD

Summer Youth Employment Program

### CENTER FOR HEARING & COMMUNICATION

Supported Training and Employment Program,  
Family Strengthening, Youth FORCE,  
Maximizing Out-of-School Time Special Needs

### CHILDREN'S HOME SOCIETY

Family Strengthening

### CHILDREN'S HARBOR

Family Strengthening

### COMMUNITY ACCESS CENTER INC.

Youth FORCE

### COMMUNITY AFTER SCHOOL

Maximizing Out-of-School Time, Margate CRA

### COMMUNITY BASED CONNECTIONS

Family Strengthening, New DAY

### COMMUNITY FOUNDATION OF BROWARD

Capacity Building, Community Leadership Mentoring

### COMMUNITY RECONSTRUCTION

HOUSING, INC. (CRHI)

Youth FORCE

### COORDINATING COUNCIL OF BROWARD (CCB)

Common Eligibility

### CROCKETT FOUNDATION

Youth FORCE

### CROSS COUNTRY STAFFING

School Health, Coral Springs CRA

### EARLY LEARNING COALITION OF BC

Subsidized Childcare

### FAMILY CENTRAL

Pre-K, Family Strengthening, Positive Behavior Support

### FATHER FLANAGAN'S BOYS TOWN OF SO FL

Family Strengthening

### FLITE – FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER

Healthy Youth Transition

### FLORIDA DEPT. OF HEALTH – BROWARD COUNTY

Drowning Prevention, KidCare Outreach

### FLORIDA IMPACT

Hunger

### FOREVER FAMILY (GIALOGIC PRODUCTIONS)

Adoption Promotion

### GULF COAST COMMUNITY CARE

Family Strengthening, Healthy Youth Transition

### HALLANDALE BEACH-CRA (HEPBURN CENTER)

Maximizing Out-of-School Time

### HANDSON BROWARD

Volunteer Management, Community Gardens

### HANDY

Healthy Youth Transition, Youth FORCE

### HARMONY DEVELOPMENT CENTER, INC.

New DAY, Youth FORCE, Kinship Relative Care Support

### HARVEST DRIVE

Hunger Relief

### HEALTHY MOTHERS, HEALTHY BABIES COALITION

Mothers Overcoming Maternal Stress, Family Strengthening, FIMR,  
CRIBS, Fatherhood Mentorship

**HEART GALLERY OF BROWARD**

Adoption Promotion

**HENDERSON BEHAVIORAL HEALTH**

New DAY, Family Strengthening,  
Healthy Youth Transition

**HISPANIC UNITY**

Youth FORCE, Earned Income Tax Credit, Hunger Relief,  
LEAP High, 21st Century, Family Strengthening

**HOLLYWOOD ART / CULTURAL CTR FOR HOLLYWOOD, CITY OF**

Maximizing Out-of-School Time

**HOLLYWOOD BEACH CRA**

Maximizing Out-of-School Time

**H.O.M.E.S. – HOUSING OPPORTUNITIES, MORTGAGE  
ASSISTANCE, AND EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC.**

Healthy Youth Transition

**JEWISH ADOPTION AND FOSTER  
CARE OPTIONS, INC.**

Family Strengthening, SN Case Management

**JULIANA GERENA & ASSOCIATES**

Family Strengthening, New DAY  
KidVision/WPBT (Community TV Foundation)  
Early Childhood Education

**KIDS IN DISTRESS, INC.**

Maximizing Out-of-School Time, Kinship Support,  
Family Strengthening

**LAUDERDALE LAKES, CITY OF**

Maximizing Out-of-School Time

**LEGAL AID SERVICES OF BC, INC.**

Kinship, LAW, Legal Representation of  
Youth in Child Welfare System

**LIFENET 4 FAMILIES**

Hunger Boxes

**MEMORIAL HEALTHCARE SYSTEM**

BREAK, New DAY, Family Strengthening,  
Mothers Overcoming Maternal Stress,  
Youth FORCE, Maximizing Out-of-School Time,  
Healthy Youth Transition

**MENTAL HEALTH ASSOCIATES**

Kinship Support

**MIRAMAR, CITY OF**

Maximizing Out-of-School Time

**MUSEUM OF DISCOVERY & SCIENCE**

Healthy Youth Transition

**NEIGHBORS FOR NEIGHBORS**

Public Awareness

**NEW HOPE WORLD OUTREACH**

Maximizing Out-of-School Time

**NEW MIRAWOOD**

Maximizing Out-of-School Time Gen Pop

**NOVA SOUTHEASTERN UNIVERSITY**

A Day for Children

**OPPORTUNITIES IND. CTR. (OIC) OF S. FLORIDA**

Youth FORCE

**PACE CENTER FOR GIRLS**

New DAY, Healthy Youth Transition

**PEMBROKE PINES, CITY OF**

Maximizing Out-of-School Time Special Needs

**RUSSELL LIFE SKILLS**

Maximizing Out-of-School Time GP

**SEEING THE WORLD**

Mobile Summer BreakSpot

**SIERRA LIFECARE, INC.**

School Health

**SMITH COMMUNITY MENTAL HEALTH**

Maximizing Out-of-School Time Special Needs,  
BREAK, Youth FORCE, STEP

**SMITH COMMUNITY ASSOCIATES**

Family Strengthening

**SOREF JEWISH COMMUNITY CENTER**

Maximizing Out-of-School Time

**SOUTH CLUSTER CHILDREN SERVICES**

Maximizing Out-of-School Time

**SUNSHINE SOCIAL DBA SUNSERVE**

Youth Services, Open Heart, Open Mind,  
Healthy Youth Transition

**SUNSHINE AFTERSCHOOL CHILD CARE, INC.**

Maximizing Out-of-School Time

**UNITED COMMUNITY OPTIONS (FORMERLY UCP)**

Maximizing Out-of-School Time Special Needs,  
Supported Training and Employment Program

**UNITED WAY OF BROWARD COUNTY**

Youth Development, Choose Peace Stop Violence

**URBAN LEAGUE OF BROWARD COUNTY, INC.**

New DAY, Maximizing Out-of-School Time,  
Youth FORCE, Healthy Youth Transition

**WEST PARK, CITY OF**

Youth FORCE

**WYMAN CENTER**

Youth FORCE Training

**YMCA OF BROWARD COUNTY**

LEAP High, 21st Century, Youth FORCE  
Supported Training and Employment Program,  
Maximizing Out-of-School Time & Maximizing Out-of-School  
Time Special Needs, Marlins Day Deerfield CRA, Spark Fidelity,  
Workforce Innovation and Opportunity Act

## CSC STAFF



6600 WEST COMMERCIAL BOULEVARD  
LAUDERHILL, FLORIDA 33319

Call (954) 377-1000 or  
visit us at [CSCBROWARD.ORG](http://CSCBROWARD.ORG)

[INFO@CSCBROWARD.ORG](mailto:INFO@CSCBROWARD.ORG)

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Training & Online Learning  
[TRAINING.CSCBROWARD.ORG](http://TRAINING.CSCBROWARD.ORG)

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Children's Board  
HILLSBOROUGH COUNTY

[www.ChildrensBoard.org](http://www.ChildrensBoard.org)

# 2016 Annual Report

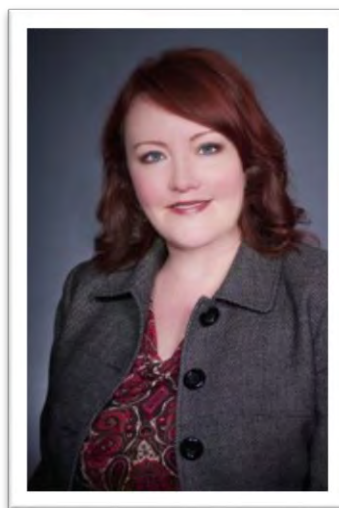




## Message from our Board Chair

As Chair of the Children's Board of Hillsborough County, I am fortunate to see first hand the good work of our staff and dedicated providers that offer services to the children and families of Hillsborough County. When I see a young student speak with confidence about where his life is heading, hear the gratitude of a single mother who is providing for her family with the help of our community services, or learn of a caregiver who has participated in one of our training programs and now feels better able to serve, it reaffirms the value of this organization and the agencies that we support. Each person that we help represents an opportunity to make our community stronger. I am excited for these opportunities and proud to be one of many that work to offer the citizens of Hillsborough County a better life.

*Megan Proulx Dempsey*



## Message from our Executive Director

Hillsborough County is a large and very complex place. The challenges our community faces cannot be overcome by any single entity. Successful outcomes for residents require considerable collaborative efforts from Children's Board staff, board members, dedicated service providers, and community advocates. The Children's Board looks forward to this year, and for years to come, maintaining a sense of partnership to foster collective impact for the children and families we serve. We have worked hard to earn the public trust as worthy stewards of taxpayer dollars and we have done so by funding data-driven impactful programs, and by maintaining the highest standards of ethics and transparency. I am truly thankful for the opportunity to work alongside so many passionate individuals and look forward to continuing to serve on behalf of this community's children and families.

*Kelley Parris*



## BOARD OF DIRECTORS

*Megan Proulx Dempsey*

Board Chair  
Gubernatorial Appointee

*Susan P. Schneider*

Vice Chair  
Gubernatorial Appointee

*Christopher E. Brown*

Secretary/Treasurer  
Gubernatorial Appointee

*Jeffrey Eakins*

Superintendent  
Hillsborough County Public  
Schools

*The Honorable  
Katherine Essrig*

Circuit Judge  
13th Judicial District

*Sally Harris*

Hillsborough County School  
District

*Jennifer Kuhn*

Interim SunCoast Regional  
Director  
Department of Children and  
Families

*Sandra L. Murman*

Hillsborough County Board of  
County Commissioners

*Representative  
Edwin Narain*

Gubernatorial Appointee

*Kelly O'Brien*

Gubernatorial Appointee

## About Us

The Children's Board is the only taxpayer funded child centered organization of its kind in Hillsborough County. This dedicated source of revenue established by voter referendum in 1988 provides funding for services and supports on behalf of children and families.

## Mission Statement

The Children's Board invests in partnerships and quality programs to support the success of all children and families in Hillsborough County.

## Vision

Hillsborough County will be recognized as one of the top places in the nation to raise children.

# Funding programs to provide high quality services that support the children and families in Hillsborough County

## Funding Structure

The Children's Board invests dollars through grant awards to organizations that address four strategic focus areas to ensure:

- **Children are Healthy and Safe**
- **Children are Developmentally on Track**
- **Children are Ready to Learn and Succeed**
- **Children have Supportive and Supported Families**

### Investment Grants



Funding support to organizations that demonstrate working relationships with community-based agencies that impact large systems of care with universal access for children and their families in one or more strategic focus areas. In Fiscal Year 2016, the Children's Board invested a total of \$16,246,965 in Investment Grants to 12 programs serving Hillsborough County.

### Uniting Grants

Funding support to organizations that demonstrate a neighborhood focus and a collaborative approach to service delivery that supports one of more strategic focus areas. In Fiscal Year 2016, the Children's Board invested a total of \$8,622,353 in Uniting Grants to 35 programs serving Hillsborough County.



## Leading Grants



Funding supports to smaller organizations that are typically neighborhood and/or faith-based demonstrating innovative service delivery models in one strategic focus area to meet an emerging need or target underserved populations. In Fiscal Year 2016, the Children's Board invested a total of \$451,663 in Leading Grants to 10 programs serving Hillsborough County.

## Match Grants

Time limited awards granted to organizations that require evidence of a local match for a successful local, state or federal grant application. These grants support at least one strategic focus area. In Fiscal Year 2016, the Children's Board invested a total of \$1,819,906 in Match Grants allowing three local agencies to draw down \$13,843,550 for programs serving Hillsborough County.



## Technical Assistance Grants



Short-term awards to organizations with a total budget of less than \$2,000,000 to support capacity building. In Fiscal Year 2016, the Children's Board invested a total of \$186,964 in Technical Assistance Grants to 40 programs serving Hillsborough County.

## Emerging Needs Grants

Short-term awards in response to the identification of an emerging community need. In Fiscal Year 2016, the Children's Board invested a total of \$120,643 in Emerging Needs Grants to four programs to address safety and family support in Hillsborough County.





# Meaningful Investments ...

## Lead to Extraordinary Outcomes



The Children's Board is committed to ensure accountability for services provided to children and families. Performance analysis for 2016 demonstrates that consistent, research-based programming over time results in predictable outcomes. The investments capture the success of best practices and use of model fidelity to meet the needs of families. Successful outcomes are also attributed to community partners that work together to support the families in Hillsborough County, Florida.

# How Much Did We Do?

The Children's Board of Hillsborough County embraces researched-based evaluation practices to ensure accountability at all levels. Our organization utilizes a Result-Based Accountability™ (RBA) approach to assess the effectiveness of our programmatic investments, service delivery mechanisms and quality improvement efforts. This approach categorizes performance measures around three key concepts:

- How much did we do?
- How well did we do it?
- Is anyone better off?

This report employs the RBA framework to present the achievements attained in the 2016 Fiscal Year.



**\$27.7 million**

Grants awarded  
by the Children's  
Board in Fiscal  
Year 2016

**200,146  
Individuals**

Received services  
through our funded  
agencies

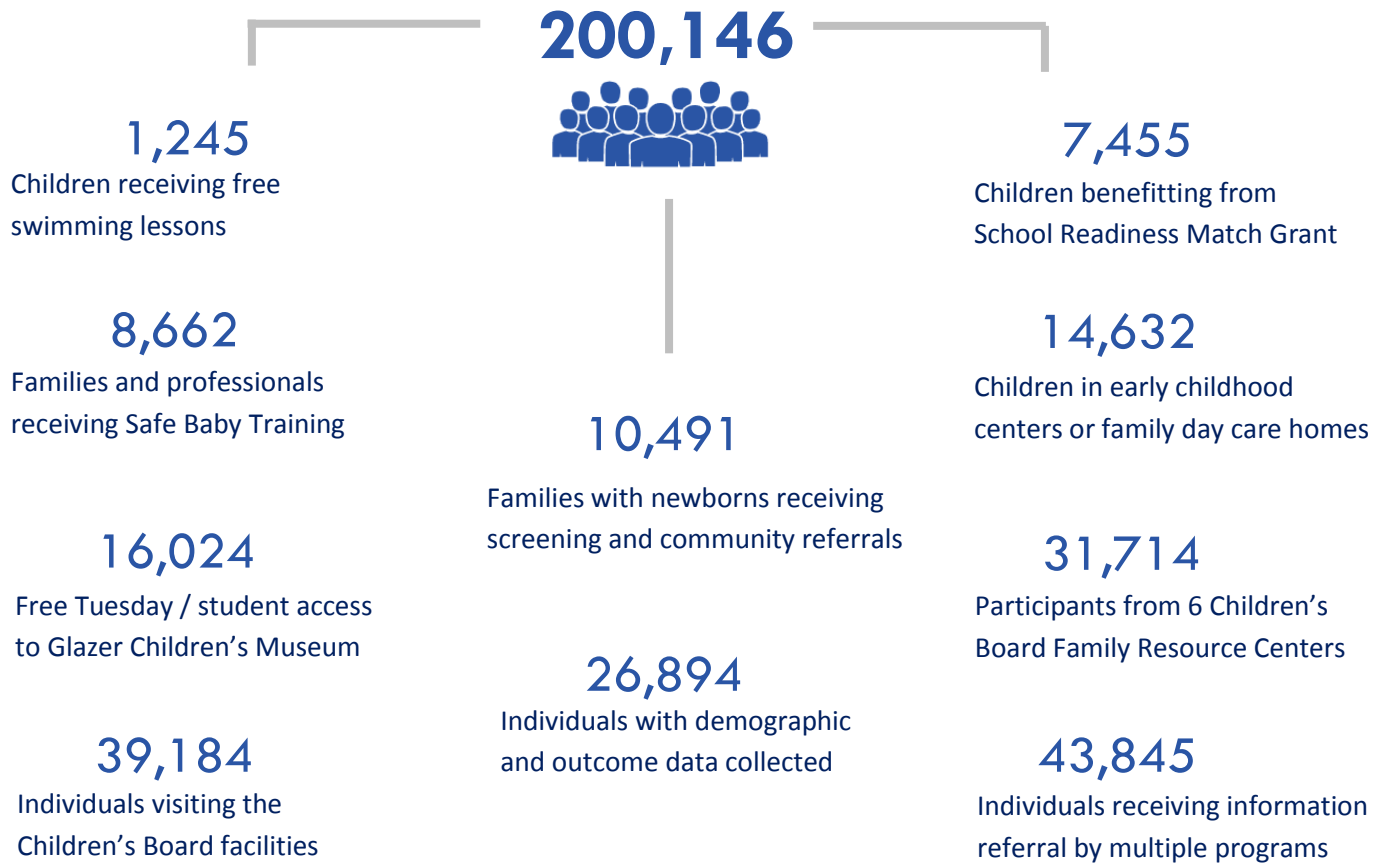
**103  
Programs**

Support the success  
of all children and  
families living in  
Hillsborough County

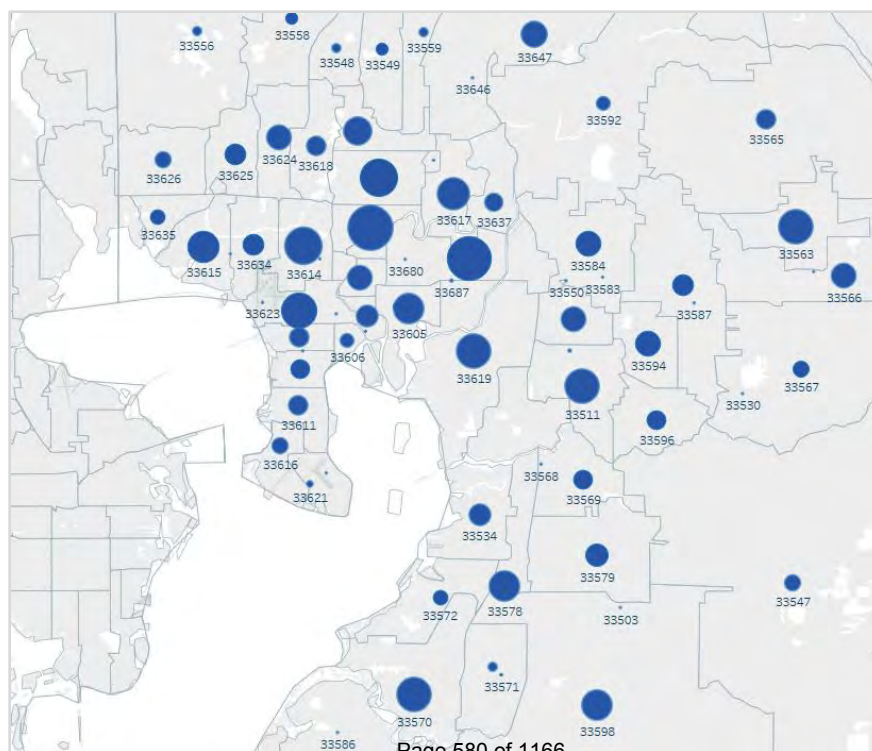
**26,894  
Participants**

Reported with  
demographic and  
outcome results  
data

# Impacts made by the Children's Board and our partner agencies in FY 2016



Map of Households Served in Fiscal Year 2016



## Map Legend



Size shows number of household records by zip code. Map based on 17,044 households served. A total of 121 zip codes representing 333 households were removed for viewing purposes.



# How Well Did We Do It?

**25,705**



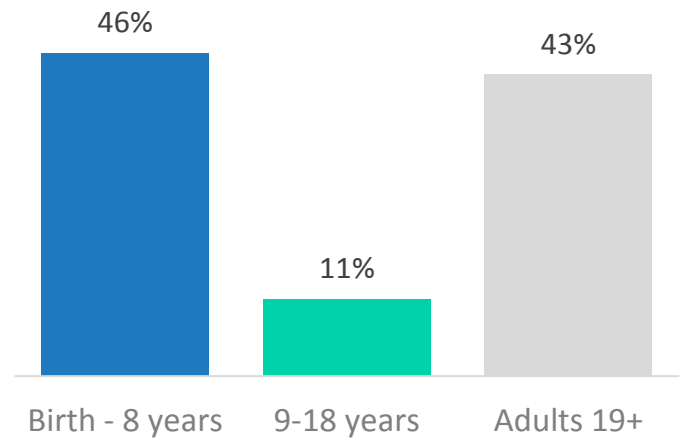
Adults and Children Reported with  
Demographics

**1,189**

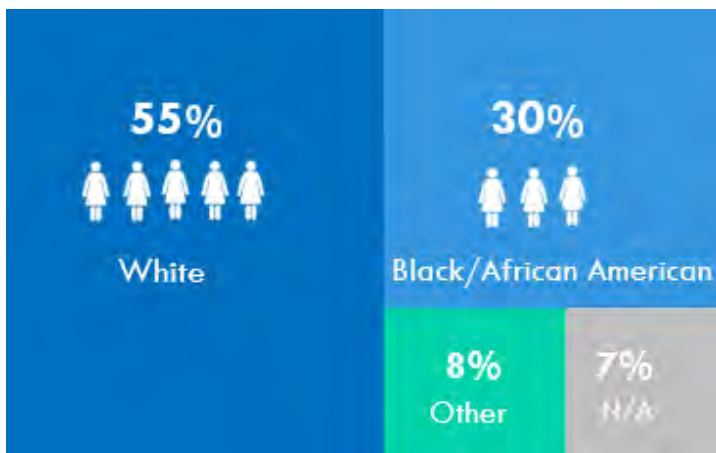


Early Childhood Educators Served

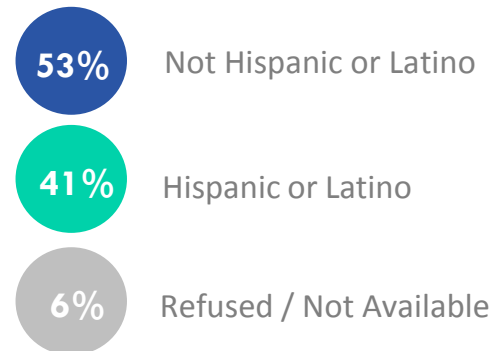
## Ages



## Race

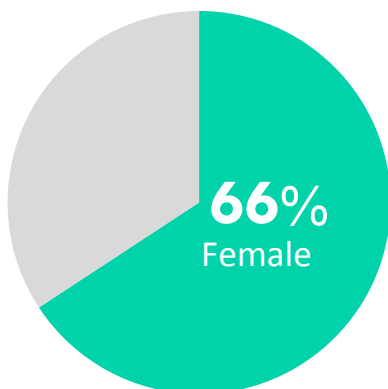


## Ethnicity



**74%** Hispanic/Latino participants  
also reported being White

## Gender



**17,044**  
Households

49%

Dual Two Parent  
Households



22%

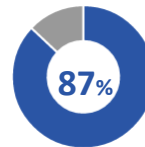
Some College or  
Associate's Degree



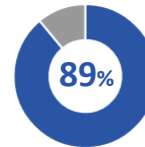
## Children are Healthy and Safe

The primary goal of **Children are Healthy and Safe** is to improve overall community health by supporting pregnant women to seek prenatal care, postpartum support and care for young children.

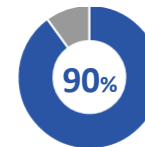
### Prenatal- Birth Outcomes



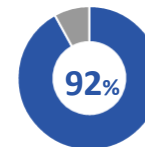
Pregnant Women with **Improved Breastfeeding Attitudes**



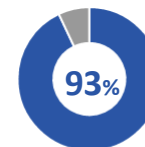
Pregnant Women Receiving **Prenatal Care by 20 Weeks**



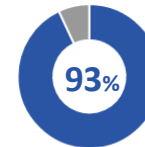
Mothers **Initiating Breastfeeding**



Babies Born at **Healthy Birth Weight**

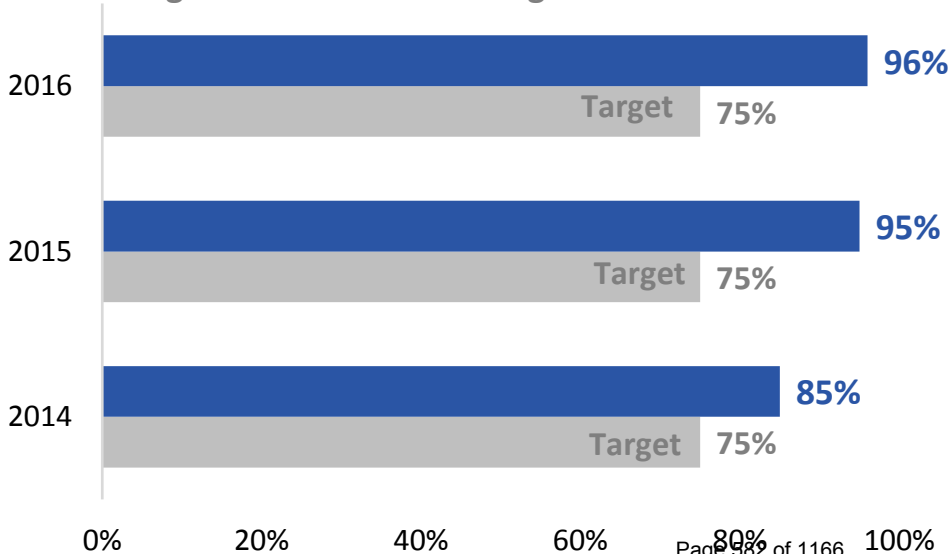


Babies Born **Full Term**



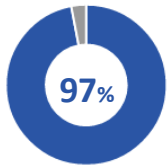
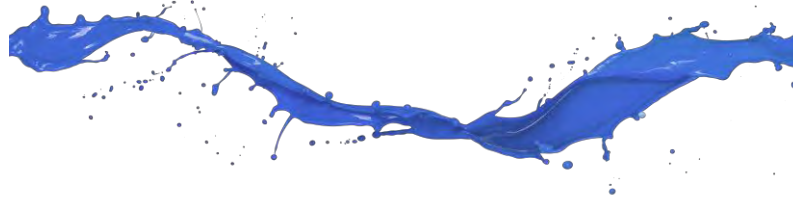
Babies Born **Substance-Free**

### Pregnant Women Attending Prenatal Care Visits



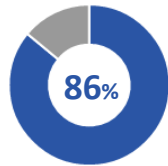
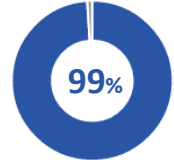
Annual performance results for the three year period show an **increase in the percentage** of pregnant women served by our funded programs who **regularly attended their prenatal care visits** (for all trimesters) as recommended by their physicians. These results exceeded the **expected level** of performance each year.

## Birth - School Age Outcomes



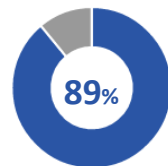
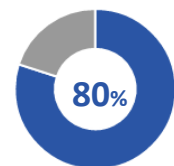
Parents with Increased  
**Knowledge of Health/Safety**

Children with **Decreased  
Vulnerability** to Vaccine-  
Preventable Diseases



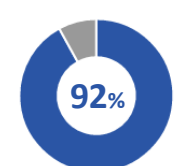
Mothers **Sustaining  
Breastfeeding**

Children at **Reduced Risk  
of Unintentional Injury**



Mothers Exhibiting **Fewer  
Depressive Symptoms**

Families with **Safer Housing**



### How do our Results Compare?



**79%**

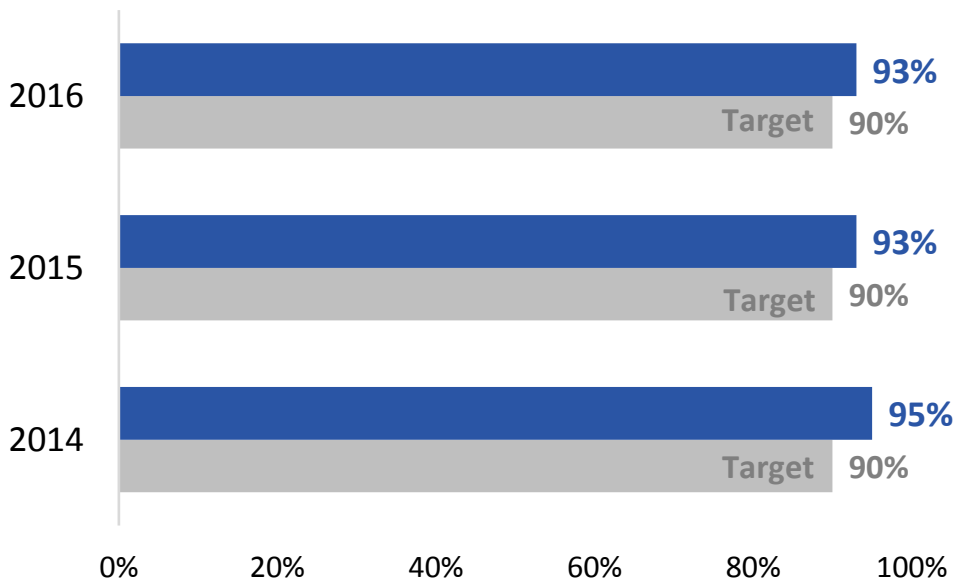
Florida births with prenatal  
care that began during the  
first trimester<sup>1</sup>



**69%**

Children ages 3-6 enrolled in  
Medicaid received well-baby or  
well-child checkups in Florida<sup>2</sup>

### Children Attending Well-Baby / Well-Child Visits

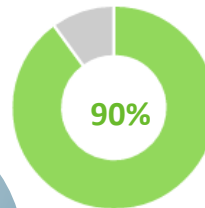


**More than 90% of children**  
(ages birth - 8) served by our  
funded programs, **regularly  
attended their well-baby or  
well-child visits** as  
recommended by their  
physicians. This was a  
consistent positive trend across  
the three year period.

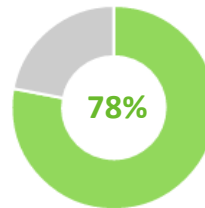
# Children are Developmentally on Track

## Birth – Age 5 Outcomes

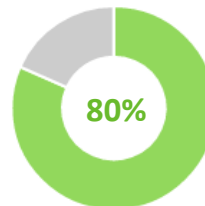
The goal of **Children are Developmentally on Track** is early identification of children with special needs through developmental screening and referral linkages. In Fiscal Year 2016, there were 6,066 children from birth to age five screened for developmental concerns. Of these children, 19% were identified as needing further evaluation for early intervention services.



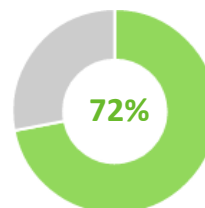
Parents **Demonstrating Behavior Consistent with Knowledge of Age-Appropriate** Development



Children Linked with a Formal Evaluation **Before 34 Months** of Age



Children **Older than 34 Months** of Age Linked with a Formal Evaluation



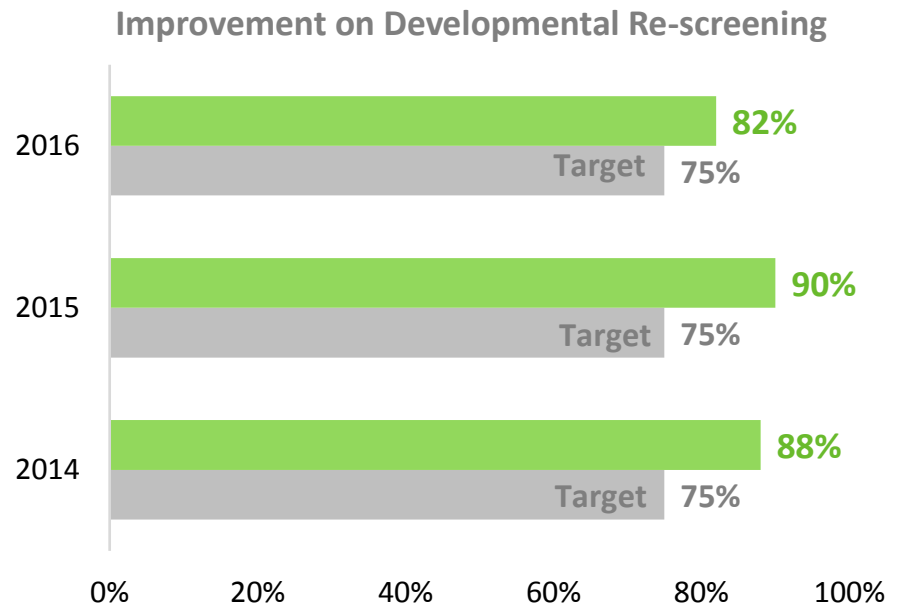
Children with **Hearing or Vision Concerns** Linked with Medical Assessment



## Comparative Performance Results of Required Outcomes

Figures show the combined three year performance results for funded programs that contributed to the required outcomes in this focus area.

Performance results show the **percentage of children** under six years of age who showed **improvements in developmental re-screenings** that occurred within a two-month period from the initial screening. The achieved results reflect three years of levels that exceeded expected performance.



### How do our Results Compare?



**23%**

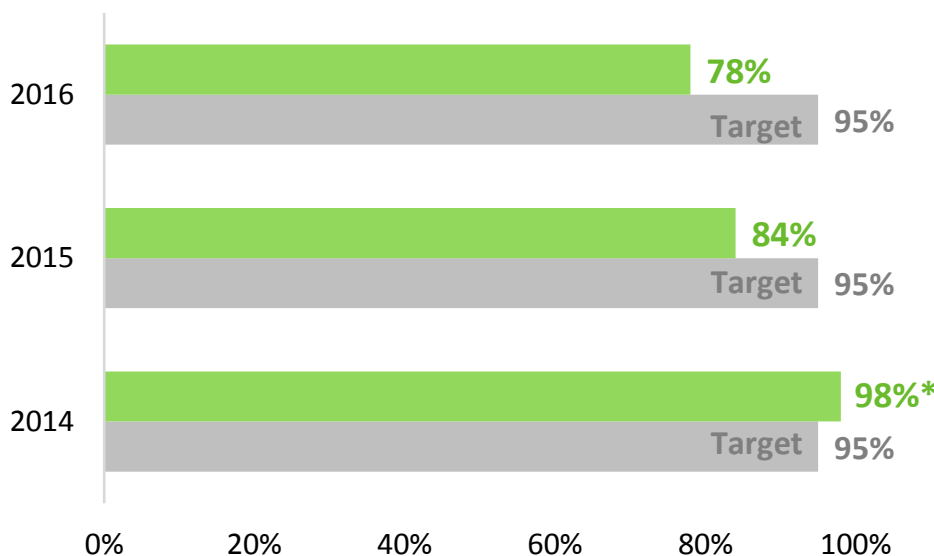
Children under age 6 who received a developmental screening in Florida<sup>3</sup>



**27%**

Children under age 6 who are at risk for developmental delays in Florida<sup>4</sup>

### Children Less than 34 Months Referred and Linked with a Formal Evaluation



Through developmental screenings, physical, cognitive or language concerns may be revealed. Once identified, **children who receive appropriate, early intervention services** are more likely to reach their full potential. Despite program efforts to **link families to these systems**, program performance can be affected by external factors such as length of program enrollment and families' willingness to accept recommendations to pursue further evaluation for their child.

\*Outcome reporting methods varied between FY 2014 and the two subsequent years

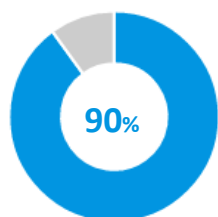


# Children are Ready to Learn and Succeed

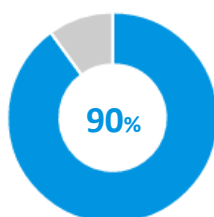
## Birth – Preschool Age Outcomes

The primary goal of **Children are Ready to Learn and Succeed** is to support children who are getting ready to enter elementary school and provide additional resources for students entering middle or high school.

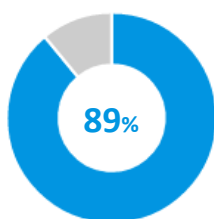
There were a total of 21 measureable outcomes monitored, which included various research supported practices including parental involvement, inclusion services, developmentally appropriate teaching practices and supports for reading at home.



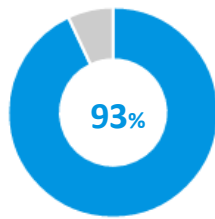
Children Maintaining or Securing an **Inclusive Early Care Placement**



Children Demonstrating **Improved Social Emotional Competence**



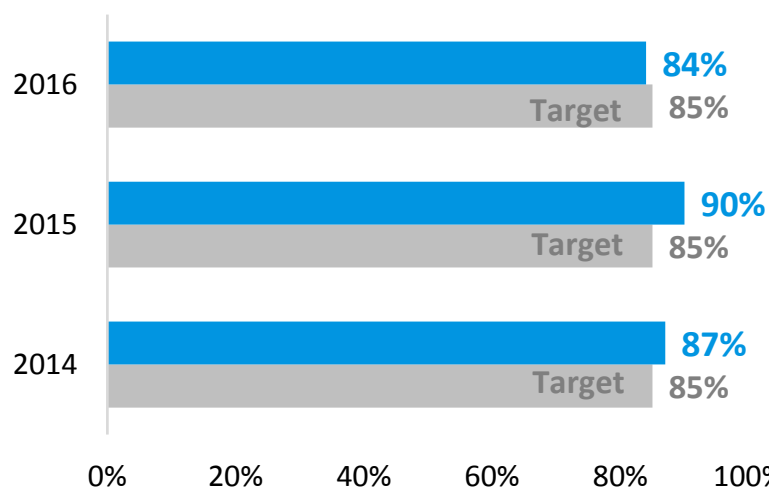
Children are **Read** to at Least **4 Times/Week**



Children Ready for **Kindergarten**



### Children with Improved School Readiness Skills

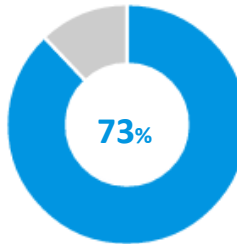


Our **school readiness outcome** measures the student's ability to demonstrate mastery of early literacy and thinking skills that are essential for long-term academic success in primary education settings. Outcome results show consistent performance over the three year period, with **two of the three years exceeding** targeted performance levels.

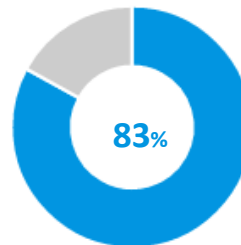


# Children are Ready to Learn and Succeed

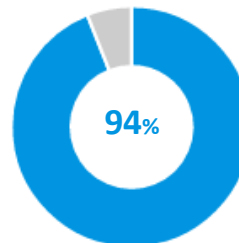
## Early Educator Outcomes



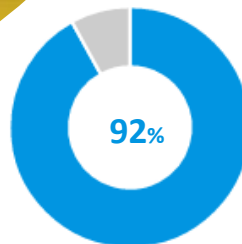
Early Education Programs **Progress Toward a 3 Star** Rating



Early Childhood Educators (ECE) Demonstrate Increased **Early Literacy Teaching Skills**



ECE **Demonstrating** Developmentally Appropriate Practices



ECE **Increased Knowledge** of Developmentally Appropriate Practices

How do our  
Results  
Compare?



91%

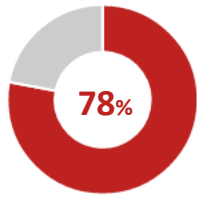
Florida school readiness  
rate at kindergarten entry<sup>5</sup>

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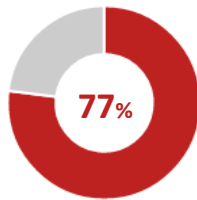
Posted March 19, 2018 13

# Children are Ready to Learn and Succeed

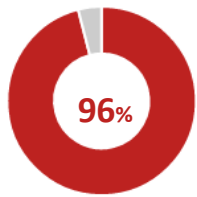
## Elementary School Age Outcomes



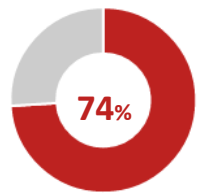
Children Demonstrating Improved **Positive Social Behaviors**



Children Regularly **Attending School**



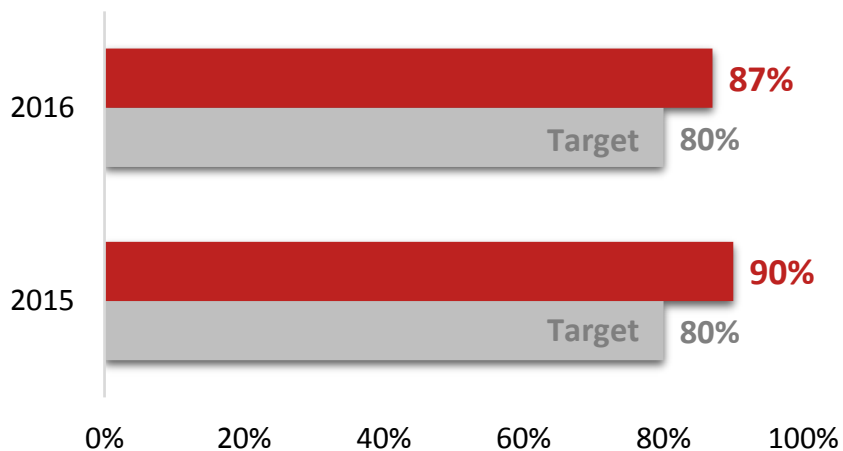
Children with On-Time **Grade Promotion**



Children with Increased **Motivation to Learn**



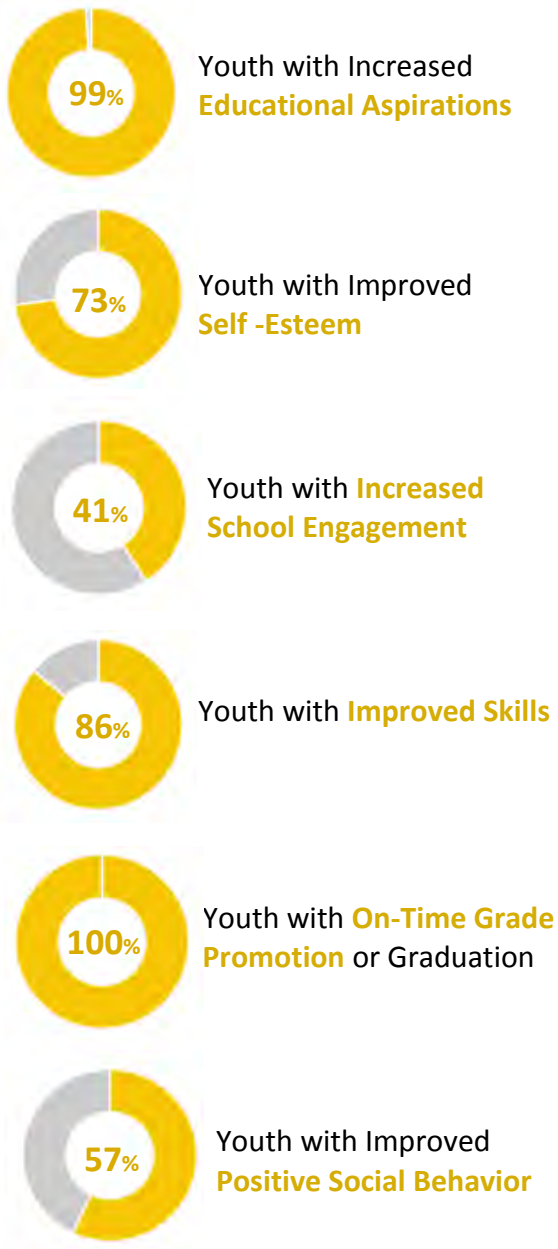
### Children with Improved Progress Toward Academic Success



Progress towards **Academic Success** was a newly adopted outcome in Fiscal Year 2015. This outcome places emphasis on student's improvement of key literacy and academic skills in elementary school settings. Annual performance results show **exceeding levels of outcome performance** for Fiscal Years 2015 and 2016.

# Children are Ready to Learn and Succeed

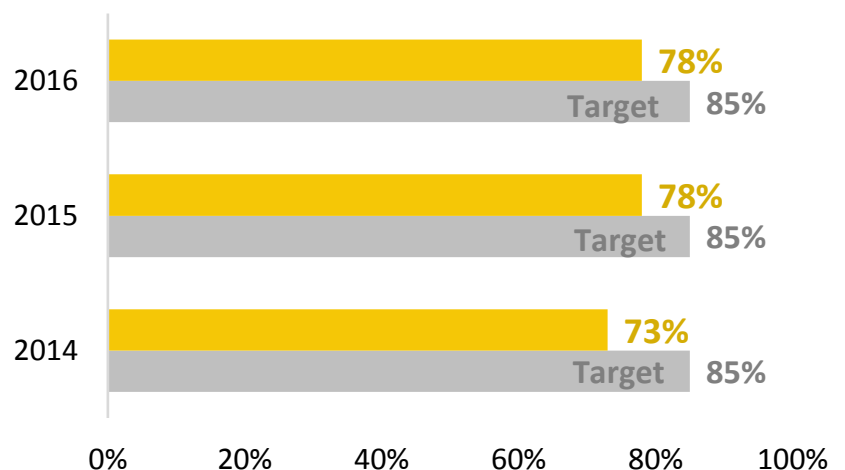
## Middle and High School Age Outcomes



New funding initiatives were made available to fund **youth programming** during this three year period. Outcome performance achieved in this area is reflective of annual start-up efforts and measurement challenges often seen with newly funded programs.



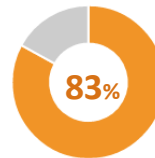
### Youth with Positive Relationships with Parents and Other Adults





The primary goal of **Children Have Supported and Supportive Families** is to work together by offering services that increase social supports and improve overall stability and security of the

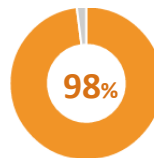
## Birth - School Age Outcomes



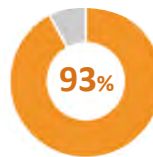
Parents Reporting **Reduced Stress**



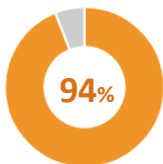
Families with Increased **Concrete Supports**



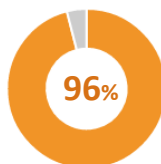
Parents with **No Verified Reports of Maltreatment**



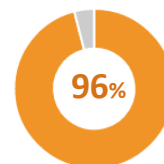
**Parents Involved** in Child's Development, Education or School



Parents with Increased **Parenting Skills**



Parents with Increased **Literacy Skills**

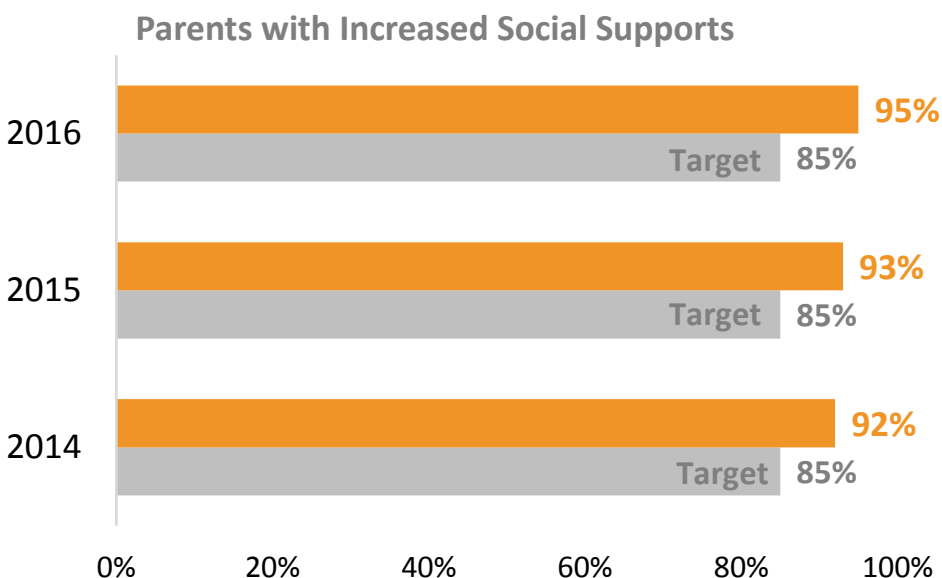


Individuals with Improved **Mental Health**

## Comparative Performance Results of Required Outcomes

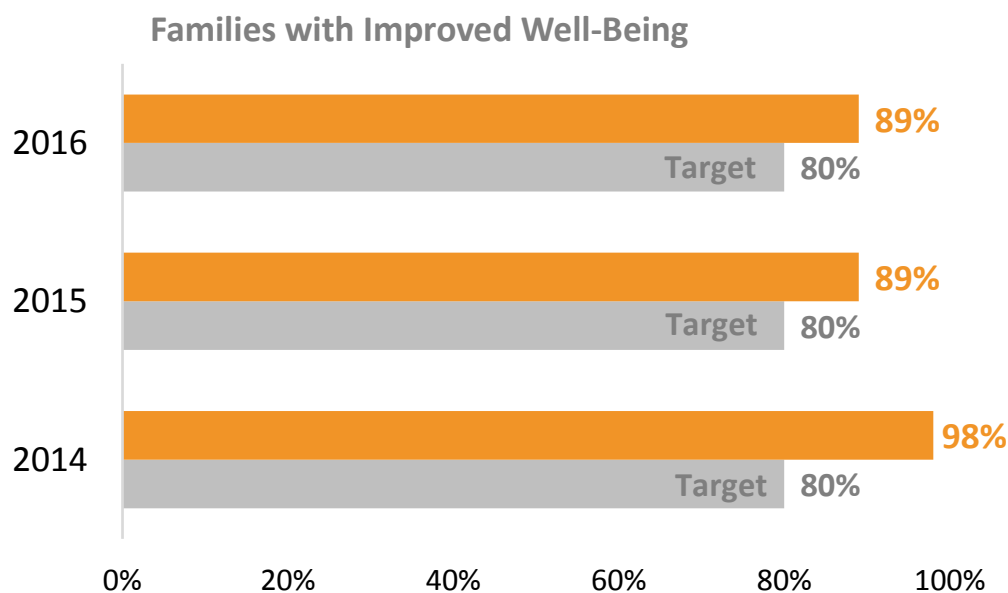
Figures show the combined three year performance results for the funded programs that contributed to the required outcomes in this focus area.

The percentage of **parents** served who reported **increased social supports** are shown for the three year period. Each year, over 90% of parents working towards this outcome, reported an increase in formal and informal social supports available to their family.



### How do our Results Compare?

Research indicates individuals with increased social supports benefit from lowered risk of morbidity and mortality, have increased resilience to the harmful effects of stress and benefit from overall mental well-being<sup>6</sup>.



Family well-being is a social concept that evaluates the family's overall level of functioning in areas such as self-sufficiency, appropriate housing, and health and child well-being. Performance results show the percentage of families with **improved well-being** during the three year period.

The Administrative Services Organization (ASO) is a project funded by the Children's Board of Hillsborough County\* used to help children and their families identify, select, and access supports and services with qualified community providers.

Under the ASO model, the case manager works closely with children and their families to identify needs and establish an individual Family Support Plan. ASO funds function as a payer of last resort to stabilize families. Families are able to prioritize the services and choose their own providers.



\*Funds were also contributed by the Department of Children and Families and the Hillsborough County Board of County Commissioners.



The Children's Board is dedicated to accountable fiscal stewardship of taxpayer dollars.

In FY 2016, the millage rate remained at .4589 mills per \$1,000 of property value. In Fiscal Year 2016, an additional \$1.5 million was dedicated to program funding.

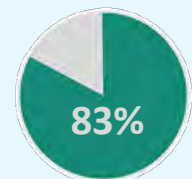
## Children's Board of Hillsborough County Statement of Revenue and Expenditures

	Fiscal Year 2016
<b>Revenues</b>	
Ad Valorem Taxes	\$ 32,943,236
Investment Income	165,420
Revenue Maximization Funding	66,595
Administrative Services Organization	97,243
Other Community Partner Funding	325,263
Miscellaneous Income	6,905
<b>Total Revenues</b>	<b>33,604,662</b>
<b>Expenditures</b>	
Program	
Continuation and New Funding	27,724,704
<b>Total Program</b>	<b>27,724,704</b>
<b>Operating</b>	
Salaries	2,400,226
Employee Benefits	889,252
Contracted Professional Services	463,449
Facility Expenditures	208,389
Professional Development	39,814
Other Operating	158,831
<b>Total Operating</b>	<b>4,159,961</b>
<b>Non-Operating</b>	
Local Government Fees	1,610,669
<b>Total Expenditures</b>	<b>33,495,334</b>

Program Expenditures	83%
Operating Expenditures	12%
Non-Operating Expenditures	5%
<b>Total</b>	<b>100%</b>



98% revenue comes from Ad Valorem Taxes



Funds dedicated to program funding

**\$5.6 million**



Funds dedicated to neighborhood specific services



## Community Access to our Facilities

The Children's Board offers a conference center free to the community at large.

Our responsive facilities team collaborates with organizations to plan and tailor facility resources to meet the group's needs including access to computer technology, audio visual aids, and public address systems.

These supports are offered at no cost to neighborhood, community, and civic organizations in Hillsborough County. In addition, our facility houses key community resources such as the Central Tampa Family Resource Center and Safe and Sound Hillsborough.



## Business Plan Competition

Since 2005, we have worked in partnership with the Nonprofit Leadership Center of Tampa Bay, Inc. to invest in a Business Plan Competition. The competition is designed to encourage and support social entrepreneurial ventures by Hillsborough County non-profit organizations that result in an earned income business strategy.



- ❖ FY 2016 first place winner: **Girls Empowered Mentally for Success**. A \$25,000 award will be used to support the launch of wholesale, retail sale and recycling service for their **Transition Candles** business.
- ❖ FY 2016 second place winner: **ECHO**. A \$15,000 award will be used to create high quality, handcrafted items to be sold on the commercial retail market.



### Neighborhood Mini Grants

Since 1996, we have worked in partnership with the Board of County Commissioners to fund neighborhood mini grants that promote child safety. In FY 2016, fourteen grants were awarded.



### Youth Project Awards

We began a new tradition in 2015 to grant \$2,500 to the recipient of the most successful **Youth Project Award**. The winner is announced at the Annual Neighborhoods Conference sponsored by Hillsborough County Department of Neighborhood Relations.



### Summer Services Grants

In 2016, the Children's Board partnered with Hillsborough County Board of County Commissioners and Safe and Sound Hillsborough to provide funding opportunities for high quality summer programming in seven targeted regions of Hillsborough County. The goal of this competitive funding release was to build additional capacity among non-profit organizations working with underserved youth ages 6-14. A total of \$272,125 was awarded to provide enriching activities at pre-existing summer programs.





## Looking Forward

In Fiscal Year 2017, the Children's Board will strengthen its well-established framework for accountability through the anticipated release of the Children's Board Analytical Tracking System (CATS). This data collection system will provide increased access to timely data which will demonstrate how much, and how well funded agencies, and the programs they facilitate serve the needs of our community. Other strategies for FY 2017 include our continued support of the early learning system of care to build upon workforce capacity and family access to high quality care. We are planning the release of our major grants to support our four focus areas addressing neighborhoods and countywide efforts. We will seek to fund the most qualified expertise in our community to benefit the needs of families.

Through our partnership efforts, local agencies will continue to improve their services, build capacity, and develop strong relationships with Hillsborough County families. Our collective success is reflected in this report and will undoubtedly grow to give opportunity and hope to those who need it the most.



The following is a list of the FY 2016 organizations that received major grant funding from the Children's Board and the program(s) within each organization for which the funding was dedicated.

**Abe Brown Ministries, Inc.**

1. Video Visitation/Family Reunification

**Alpha House of Tampa, Inc.**

2. Homeless Pregnant/Parenting Women and Teens

**Bay Area Legal Services, Inc.**

3. Lawyers Helping Kids

**Bethesda Ministries**

4. Bethesda's Children Safety Home

**Big Brothers Big Sisters of Tampa Bay, Inc.**

5. Neighborhood and Youth Mentoring

**Boys & Girls Clubs of Tampa Bay, Inc.**

6. After-Zone Plant City
7. After-Zone South County

**Centre for Women, Inc.**

8. The Centre for Girls

**Champions for Children, Inc.**

9. Early Childhood Programs and Services
10. Promoting Attachment & Family Education

**Children's Home, Inc., The**

11. Supporting and Empowering Educational and Developmental Services (SEEDS)
12. Kinship Services Network of Hillsborough

**Children's Home Society of Florida – Gulfcoast Division**

13. Mort Elementary Community School Match

**Children's Museum of Tampa, Inc., The**

14. Community Outreach and Family Education

**Community Stepping Stones, Inc.**

15. Community Initiative for Young Artists

**Computer Mentors Group, Inc.**

16. STEM Corps High School Program & Kids Code
17. STEM Corps Match

**Corporation to Develop Communities of Tampa, Inc.**

18. 3D Stingray

**Crisis Center of Tampa Bay, Inc., The**

19. 2-1-1 and Care Coordination

**Devereux Foundation, Inc., The**

20. Sulphur Springs Family Support Initiative

**Drug Abuse Comprehensive Coordinating Office, Inc.**

21. Family Focus

**Early Childhood Council of Hillsborough County, Inc.**

22. Developmental Screening
23. Infant Mental Health Project

**Early Learning Coalition of Hillsborough County**

24. Quality Counts for Kids
25. School Readiness Funding Match

**Enterprising Latinas, Inc.**

26. Wimauma Early Education Project

**Family Enrichment Center, Inc., The**

27. Kinship Partners

**Girl Scouts of West Central Florida, Inc.**

28. The Leaders Engaging Girls in Taking Action (LEGIT)

**Gracepoint Wellness**

29. Family Infant Wellness

**Greater Palm River POINT, CDC**

30. Go-4-Kids Club

**Gulf Coast Jewish Family and Community Services, Inc.**

31. Woman to Woman

**Healthy Start Coalition of Hillsborough County, Inc.**

32. Children's Board Family Resource Centers
33. Healthy Families Hillsborough
34. Safe Baby Plus
35. Safe Baby Symposium

**Hillsborough Community College Foundation**

36. Early Literacy Matters

**Hillsborough County BOCC**

37. Mobile Interactive Literacy Opportunity (MILO) Initiative
38. Neighborhood Mini-Grants

**Hillsborough County Fire Rescue Foundation, Inc.**

39. Project S.A.F.E.

**Hispanic Services Council, Inc**

40. La RED de Padres Activos

**Housing Authority of the City of Tampa, The**

41. BRIDGES, a JUST Neighborhood Collaborative

**Learn Tampa Bay, Inc.**

42. Helping Children Succeed in School

**LifeCare Network**

43. LifeCare Network

**Metropolitan Ministries, Inc.**

44. Homeless Family Early Intervention Program (First Hug)

**Nonprofit Leadership Center of Tampa Bay, Inc.**

45. Training and Capacity Building

**Parents and Children Advance Together (PCAT)**

**Literacy Ministries, Inc.**

46. PCAT Ruskin Elementary

**Positive Spin, Inc.**

47. E.A.C.H. One Initiative East
48. E.A.C.H. One West

**Pregnancy Care Center of Plant City, Inc.**

49. Healthy Moms, Healthy Babies

**Prevent Blindness Florida**

50. Children's Vision Health and Safety

**REACHUP, Inc.**

51. Special Delivery Doula's and Black Infant Health Practice Initiative (BHIPI) Get Smart – 24/7 Dad

**School District of Hillsborough County**

52. Capstone MyOn Reader

**Seniors in Service of Tampa Bay, Inc.**

53. Lowry Park Neighborhood Initiative

**Skills Center, Inc., The**

54. Brains for Sports
55. Brains for Tennis

**Spring of Tampa Bay, Inc., The**

56. Coordinated Community Response

**Success 4 Kids and Families, Inc.**

57. Successful Counseling

**Tampa Hillsborough Homeless Initiative, Inc.**

58. UNITY Information Network

## Tampa Metropolitan Area YMCA, Inc.

59. Community Learning Center at Sulphur Springs Elementary
60. Mobile Food Pantry – Veggie Van
61. Mobile Swim Lessons & Water Safety Education and Awareness Services

## University of South Florida

62. Hillsborough HIPPY Parent Involvement

## Youth and Family Alternatives, Inc.

63. Children's Board Heart Gallery of Tampa Bay

## Technical Assistance Grantees

### Cycle 1

1. A Door of Hope, Inc.
2. AMI Kids Tampa
3. Citizens Improvement League of Wimauma Florida, Inc.
4. Community Charter School of Excellence
5. Delta Enriches Life Through Training and Awareness, Inc.
6. Enterprising Latinas, Inc.
7. Evolution Institute, The
8. Face to Face Virtual Academy
9. Family Enrichment Center, Inc.
10. Family Healthcare Foundation, The
11. For The Family, Inc.
12. Hispanic Services Council, Inc.
13. Junior League of Tampa, Inc., The
14. LifeChoices Women's Care, Inc.
15. Men of Vision, Inc.
16. Novous Vitae, Inc.
17. Positive Family Partners, Inc.
18. Quantum Leap Farm, Inc.
19. Rebuilding Together Tampa Bay, Inc.
20. Salesian Sisters of Tampa, Inc. d/b/a Salesian Youth Center
21. Tampa Jewish Family Services, Inc.

### Cycle 2

1. 1 Body Ministries, Inc.
2. Bess the Book Bus, Inc.
3. Brandon Outreach Clinic
4. Collaborative Organization Representing Empowerment, Inc.
5. G3 Life Applications, Inc.
6. Girls Empowered Mentally for Success, Inc.
7. Cathedral Community Development, Inc.
8. Kingdom Communities, Inc.
9. Lighthouse Gospel Mission, Inc.
10. Mary Lee's House, Inc.
11. National Society to Prevent Blindness d/b/a Prevent Blindness Florida
12. Nonprofit Leadership Center of Tampa Bay, Inc.
13. Rotary's Camp Florida, Inc.
14. S.U.P.O.R.T., Inc.
15. Safety Rock Foundation Corp.
16. Seventh Mom Project, Inc., The
17. Tampa Bay Chapter of the National Black MBA Association, Inc.
18. Tampa Bay Community and Family Development Corporation d/b/a Bethesda Ministries
19. United Food Bank & Services of Plant City, Inc.

## Endnotes

1. <http://www.flhealthcharts.com/charts/DataViewer/BirthViewer/BirthViewer.aspx?cid=0018>
2. [https://bi.ahca.myflorida.com/t/FLMedicaid/views/WELLCHILDISITSFOR3-TO6-YEAR-OLDS\\_0/WELLCHILDISITS?embed=y&:showShareOptions=true&:display\\_count=no&:showVizHome=no](https://bi.ahca.myflorida.com/t/FLMedicaid/views/WELLCHILDISITSFOR3-TO6-YEAR-OLDS_0/WELLCHILDISITS?embed=y&:showShareOptions=true&:display_count=no&:showVizHome=no)
3. <http://datacenter.kidscount.org/data/tables/7874-children-under-age-6-who-received-a-developmental-screening#detailed/2/11-52/false/1021/any/15186,15185>
4. <http://datacenter.kidscount.org/data/tables/8261-children-ages-0-to-5-who-are-at-risk-for-developmental-delays-by-income-level#detailed/2/11-52/false/1021/4325,4321,4322/16811>
5. <http://www.flhealthcharts.com/charts/OtherIndicators/NonVitalIndRateOnlyDataViewer.aspx?cid=0557>
6. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2921311/#B1>





Children's Board  
HILLSBOROUGH COUNTY  
[www.ChildrensBoard.org](http://www.ChildrensBoard.org)

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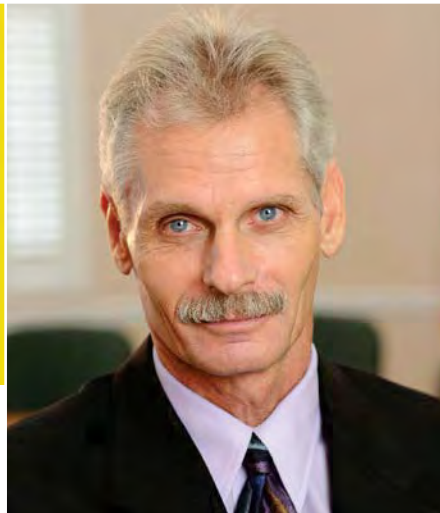


# Healthy Children - Healthy Community



**CHILDREN'S  
SERVICES  
COUNCIL**  
MARTIN COUNTY  
"INVESTING IN OUR FUTURE"

Annual Report 2016-2017



David L. Heaton  
Executive Director

When I was very young, many of the books that I read or were read to me were filled with elaborate stories about magical places and often had characters that were wizards, magicians, or genies. Many of us may remember the popular television show, "I Dream of Jeannie." In my recollection the typical genies always offered three wishes to anyone who freed them from the imprisonment of the container that held them.

When I asked the adults in my life what their three wishes would be, many of them said the same thing. "If I had three wishes, I would wish for Health, Wealth, and Happiness." As I recollect these conversations, I think that this was a predictable set of wishes for a successful life.

Of the three wishes, it is interesting that always among our first wishes is Health. In fact, if you are not healthy, it will be difficult to benefit from the other two items on the list. Wealth can possibly help with maintaining Health, but Happiness will probably be elusive without physical and emotional Health. I often hear this commentary from older members in our community, "If I had known that I was going to live this long, I would have taken better care of myself!!"

Last year the Children's Services Council of Martin County provided resources to our community under its Healthy Children Funding Priority in two important areas, School Health and Oral Health. We know that, when we do not feel good, we are not at our best and, therefore, our participation and attention to life's events is compromised.

Our children are no different. When they are not feeling well at school, it is difficult for them to benefit or participate in the lesson of the day or enjoy the educational opportunities around them. In particular, if they are unable to eat or speak without pain due to unresolved dental issues, it adversely affects their overall health and often results in serious deficits in nutrition, social interaction, and attendance.

The Children's Services Council's commitments on behalf of Healthy Children are designed to address these health challenges head on through investment in parental education, dental sealants for young children, School Nurses, and children's oral health services.

Most importantly, the Council is working with our community partners like the Florida Department of Health – Martin County, Light of the World Charities, and community funders to establish a system of care for regular health screening at school and preventative oral health examination and treatment for all children.

We have more work to do as a community in support of our most vulnerable. I believe that our path to solution is to invest early and work as a community to continue to evaluate the effectiveness of our educational and prevention systems.

When I free a genie, my three wishes will be to make all of our children healthy, happy, and wise. With good health the other two wishes will naturally follow. If alas, a genie does not appear, we can grant this wish by making decisions and investments that are in the best interest of our children and continuing our work to make Martin County a great place to believe in genies and be a child.

A handwritten signature in black ink, appearing to be "DLH", written in a cursive style.



## About CSCMC

The Children's Services Council of Martin County, an independent special district, was created by voter referendum in 1988 and reauthorized in 2014 to provide a dedicated funding source for local children's programs. The Council funds programs that provide a healthy foundation for children, create strong, supportive families, foster a safe community and offer children opportunities for success in school and life. Learn more at [www.cscmc.org](http://www.cscmc.org).

**The Council is composed of ten (10) members:**

**Five (5) ex-officio Council Members (appointed by virtue of their office or position), including:**

- Juvenile Court Judge
  - Member of Martin County Board of County Commissioners
  - Member of Martin County School Board
  - Circuit 19 Administrator of the Florida Department of Children and Families or his/her designee
  - Superintendent of Martin County Schools
- and

**Five (5) Florida Governor's appointees to serve terms of (4) years each.**



## 2017 Council Members

**William Tulko**, Council Chair, Governor's Appointee

**Laurel Hopper**, Council Vice Chair, Designee of the Florida Department of Children and Families

**Christia Li Roberts**, Council Treasurer, Martin County School Board Member

**Susan D. Burrows**, Governor's Appointee

**Laurie Gaylord**, Superintendent of Martin County Schools

**Sarah Heard**, Martin County Board of County Commissioners

**Angela Hoffman**, Governor's Appointee

**Honorable Judge Michael J. McNicholas**, 19th Judicial Circuit Court of Florida



*Our mission is to enhance the lives of the children  
of Martin County and to enable them to  
attain their full potential.*



# Agencies & Programs Funded, 2015-2016

## HEALTHY CHILDREN

### Florida Department of Health-Martin County

- School Health Program
- Preventive Dental Program

### Helping People Succeed

- BRAIN (Building Readiness Among Infants Now) run in collaboration with Martin Health System

### Healthy Start Coalition of Martin County

- Healthy Start Services and Healthy Start Matching Funds

### Project L.I.F.T.

- Project L.I.F.T.

### Tykes & Teens, Inc.

- General Mental Health
- Prevention Services/Project Northland
- YES (Youth Enrichment Services)

## SAFE COMMUNITIES

### Children's Services Council of Martin County; Martin County Parks & Recreation; and YMCA

- SPLASH (Swimming Provides Learners with Aquatics, Safety and Health)

### City of Stuart Community Services

- East Stuart Youth Initiative Police Intervention Program
- ALTOSS (Alternative to Out-of-School Suspension) run in collaboration with Tykes & Teens, Inc.

### SafeSpace

- Prevention Program

## STRONG FAMILIES

### CASTLE

- Safe Families
- Valued Visits

### Helping People Succeed

- Healthy Families Martin Match

### Martin County Healthy Start Coalition

- Father and Child Resource Center

### Treasure Coast Food Bank

- Whole Child Connection

## SUCCESS IN SCHOOL AND LIFE

### ARC of Martin County

- ABLE (Alternative Behavioral Learning Environment)

### Banner Lake Club

- B.L.A.S.T. (Banner Lake After School Time)

### Big Brothers Big Sisters

- Start Something

### Boys and Girls Clubs of Martin County

- High-Yield Learning Program
- Summer Slide Prevention

### City of Stuart Community Services

- East Stuart Youth Initiative

### Dunbar

- Early Head Start

### Early Learning Coalition

- Subsidized Child Care

### Easter Seals of Florida

- Treasure Coast Early Steps

### Helping People Succeed

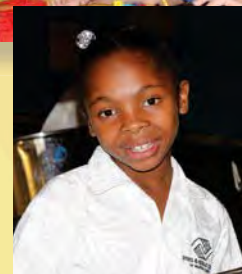
- Children's Behavioral Support
- Developmental Intervention Program

### Martin County Parks & Recreation

- After School/Out of School
- P.L.A.C.E (Parks, Leisure, Arts Culture & Education)
- R.E.A.C.H. (Residents Empowering All Children's Hope)

### YMCA

- Strong Families
- YREADS!



# Audited Financial Statement/Spending Breakdown

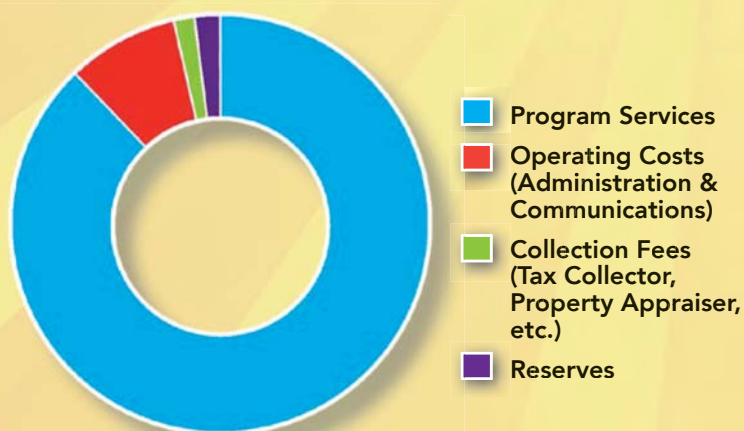
	FISCAL YEAR 2014-2015	FISCAL YEAR 2015-2016
<b>Revenues:</b>		
Ad Valorem Taxes	\$6,202,641	\$6,519,205
Intergovernmental Revenues	\$40,923	\$40,851
Rental Income	\$26,146	\$31,237
Interest and Other Income	\$31,753	\$32,147
<b>Total Revenues:</b>	<b>\$6,301,463</b>	<b>\$6,623,440</b>
<b>Expenditures:</b>		
Program Services	\$4,890,151	\$5,580,231
General Government	\$959,650	\$984,905
Capital Outlay	\$12,504	\$9,958
<b>Total Expenditures:</b>	<b>\$5,862,305</b>	<b>\$6,575,094</b>

## Return on Investment

Many agencies leverage local grant allocations to draw down state and federal dollars that otherwise would not come into Martin County:

- Dunbar Center • \$470,507
- Early Learning Coalition • \$2,008,901
- Helping People Succeed • \$874,001
- Martin County Healthy Start Coalition • \$147,900

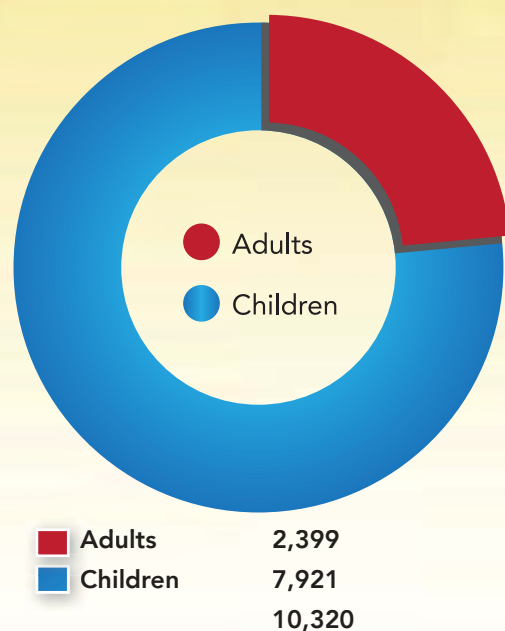
**TOTAL LEVERAGED FUNDS:**  
**\$3,501,309**



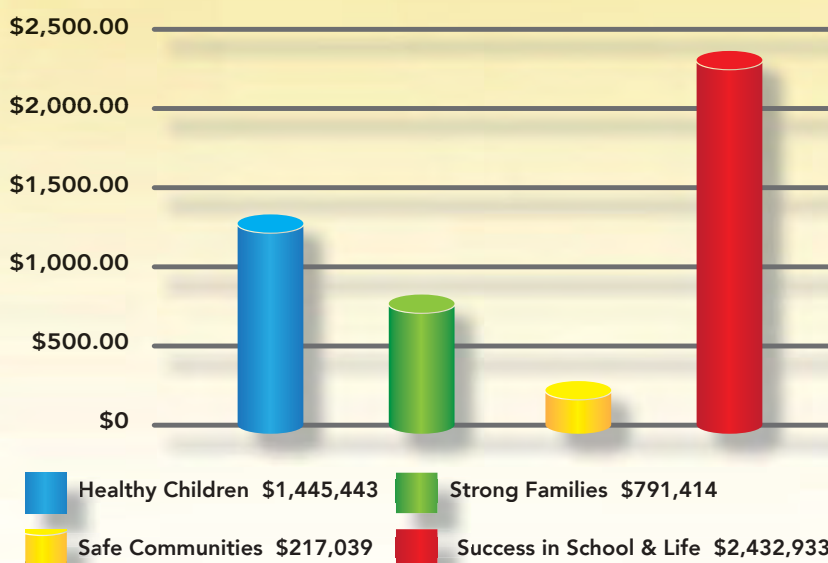
% EXPENSES - FISCAL YEAR ENDING 09/30/2016	
Program Services	87.4%
Operating Costs (Administration & Communications)	8.3%
Collection Fees (Tax Collector, Property Appraiser, etc.)	1.5%
Reserves	2.8%
<b>TOTAL EXPENSE</b>	<b>100.00%</b>

## Demographics/Spending Breakdown 2015-2016

Total Number Served



Funding by Priority Area





# Childrens Services Council of Martin County

## Priority Funding Areas



Attachment #7  
Page 6 of 8

### HEALTHY CHILDREN

**Maternal and Child Health** programs help ensure that children experience positive birth, health, and developmental outcomes.

**Mental Health and Substance Abuse Prevention** programs increase positive mental health and behavioral outcomes and increase children's capability to address stress constructively. These programs may also serve to prevent or reduce alcohol and other substance use.

**Physical Health** programs focus on healthy behaviors that promote physical health, including healthy weight, oral health and school health services.

*"The Helping People Succeed's BRAIN program, run in partnership with Martin Health System, is such a valuable service. The home visitors provide excellent care, advice and most importantly, reassurance to new moms."*

### STRONG FAMILIES

**Information and Navigation** programs serve as a gateway to community services, including health insurance and eligibility determination.

**Family Strengthening** programs provide education and skill building to enhance parent-child relationships and to help build family resilience and capability to function under stress. These programs also serve to prevent child abuse and neglect for families at risk of involvement or further involvement with the Department of Children and Families.

### SAFE COMMUNITIES

**Injury Prevention** programs help to ensure children are safe and free from unintentional injuries.

**Delinquency Prevention** programs prevent or reduce delinquent behavior and may include measures to promote socio-emotional competence and self-regulating behavior.

### SUCCESS IN SCHOOL & LIFE

**Early Learning & Development** programs help to ensure that children are ready for kindergarten, including identification, referrals, and provision of services for children with duplicative developmental delays, high quality childcare, and early childhood language and literacy.

**Youth Development/Academic Support** programs that focus on healthy behaviors, academic support, and life skills. These programs help to ensure school success with a focus on reading on grade level by third grade and STEAM (Science, Technology, Engineering, Art and Math) education.

### OTHER CSCMC FUNDING INCLUDES:

#### Urgent Need Funding

If the provider of a CSCMC-funded annual cycle program has an unanticipated "Urgent Need" that falls outside of the CSCMC funding cycle, it may request Urgent Need Funding.

#### Partnership Funding

Partnership Funding is typically awarded to programs that are new to Martin County or to expand existing programs with proven outcomes that are not currently funded by CSCMC. Partnership Funding allocations from CSCMC do not exceed \$25,000 and require dollar-for-dollar match.

#### Match Funding

CSCMC encourages use of its funds as a financial match for leveraging funds from other sources. These are typically state or national sources that require a local match. Every funding year prior to executing the CSCMC Contract, all programs receiving CSCMC Match Funding must submit documentation to CSCMC of the primary funding source's intent to fund.

# Children's Services Council of Martin County's (CSCMC) Funding is Making a Difference in Martin County, Ensuring Healthy Start, Saving Smiles and Helping Children be Ready to Learn!

By:

Karlette J. Peck, MPH, P.A.

Health Officer

Florida Department of Health – Martin County

Funding from CSCMC is supporting public health programs that impact thousands of children and families in Martin County each year.

From birth to school age, children in our community are enriched by the support of prevention services that ensure healthy starts through breastfeeding education, improve oral health through the dental sealant and educational program, and ensure children are healthy and ready to learn through the School Health Program.

## **Celebrating & Supporting Breastfeeding**

This year, the CSCMC provided funding for a breastfeeding coordinator who provides women with the extra support needed to initiate breastfeeding, overcome barriers, and learn about the many health benefits.

Continued outreach and education helps Martin County rank #1 among Florida counties in breastfeeding infants for the first six months of life.

## **Saving Smiles!**

Children with poor oral health often miss school, perform poorly in school, and suffer from unnecessary pain. During the 2016-17 school year, close to 1,470 children received services through the preventive dental program, which provides oral health exams, education, and dental sealants.

CSCMC funding helps support a registered dental hygienist with our health department who works with children one-on-one in schools and early learning centers. Dental sealants and oral health education saves smiles and improves a child's overall health.

## **Healthy and Ready to Learn**

CSCMC funding provides support for four school health nurses and one health support specialist. School health nurses play a vital role in a school setting. In some cases, the school health nurse is the only interaction a child will have with a health care provider.

School health nurses provide case management for students with chronic health conditions, oversee medication documentation and compliance, and provide health screenings and referrals. In addition, nurses provide valuable health training and education to school health assistants, school staff, students, and parents.

During the 2016-17 school years, more than 14,000 children were screened for preventable medical conditions, and 1,115 children were case managed for complex medical conditions.





# *Making a Difference One Child at a Time Since 1988*



101 S.E. Central Parkway  
Stuart, FL 34994

(772) 288-5758

[www.cscmc.org](http://www.cscmc.org) • [www.facebook.com/cscmc](https://www.facebook.com/cscmc)

Council meetings are held at 10 a.m. on the fourth Monday of the month.  
We welcome public participation!







# 2017 Annual Report





# 15 Years of Service

- 570,000 children, youth, parents and caregivers have benefited from ongoing Trust-funded service programs.
- \$1.1 billion has been invested in Miami-Dade children and families to date.

# 15 Years of Service

- 3,000,000 visits were made by students to school health clinics funded by The Children's Trust.
- \$150 million has been invested in school health services to date.



# Parenting

- 30 [parenting programs](#) served 13,573 children, parents and caregivers in group, office and home settings in 2017.
- Participants showed marked improvement in parent-child relationships, parenting skills and stress reduction.

# Starting Early



25,000+ children benefited from 375 child care programs participating in [Quality Counts](#), our quality rating and improvement initiative.



# Starting Early



Developmental screenings and early intervention services helped thousands of children with challenges successfully enter school.



## Promoting Literacy

- 264,212 books were distributed through programs in our [Read to Learn](#) grade-level reading initiative.
- More than 80% of participants in our Reading Explorers program showed meaningful gains in literacy skills over the summer.





# Developing Our Youth

- 33,621 students attended our after-school, summer camp and youth enrichment [programs](#) at more than 394 sites.
- Thousands of teens received life skills training, mentoring, college prep and employment, and access to sports, the arts, technology and other opportunities.





# Developing Our Youth

- Our [Youth Advisory Committees](#) fostered civic-minded high school students through leadership training and service learning projects across the county.
- Collaboration with Miami-Dade County, Miami-Dade Public Schools and other community partners made nearly 2,000 paid summer internships available and established a long-term plan to reduce youth gun violence.





# Serving Children of Every Ability

- 9,564 children with special needs enjoyed inclusive programs alongside their typically developing peers across all initiatives.
- A new helpline was established to ensure the needs of [children with disabilities](#) are consistently being met in Trust-funded programs.





# Supporting Those in Greatest Need

- 5,714 children, parents and caregivers in our most challenged neighborhoods received case management and intervention services.
- LGBTQ youth, unaccompanied immigrant minors, youth in the child welfare system, children of incarcerated parents and many more received [tailored intervention services](#) to meet their special needs.





# Inspiring Innovation

- 21 cutting-edge concepts and research projects were funded to test new strategies for helping children reach their full potential.
- \$4 million+ was awarded to fund these innovative projects.





## Health & Wellness

94,293 students made 282,2007 visits to public [school health clinics](#) where they received first aid, medical assessments, diagnosis, treatment, counseling, dental and vision screenings, vaccines and referrals through a national model funded by The Children's Trust.





# Engaging with the Community

- Three blighted parks became family-friendly neighborhood hubs by [convening residents](#) to organize and leverage untapped resources.
- We partnered with the U.S. Soccer Foundation to bring its Soccer for Success sports/mentoring program to Miami's inner-city youth.



# Advocating for Children & Families

In partnership with the Florida Children's Council, we supported the passage of nine bills that protect children and families.







Honorees included U.S. Congresswoman Frederica Wilson, Florida State Senator René García, Children of Inmates' Andrea Fletcher, A.B.F. Learning Center, AileyCamp Miami and United Community Options' Unleashing Children's Potential.

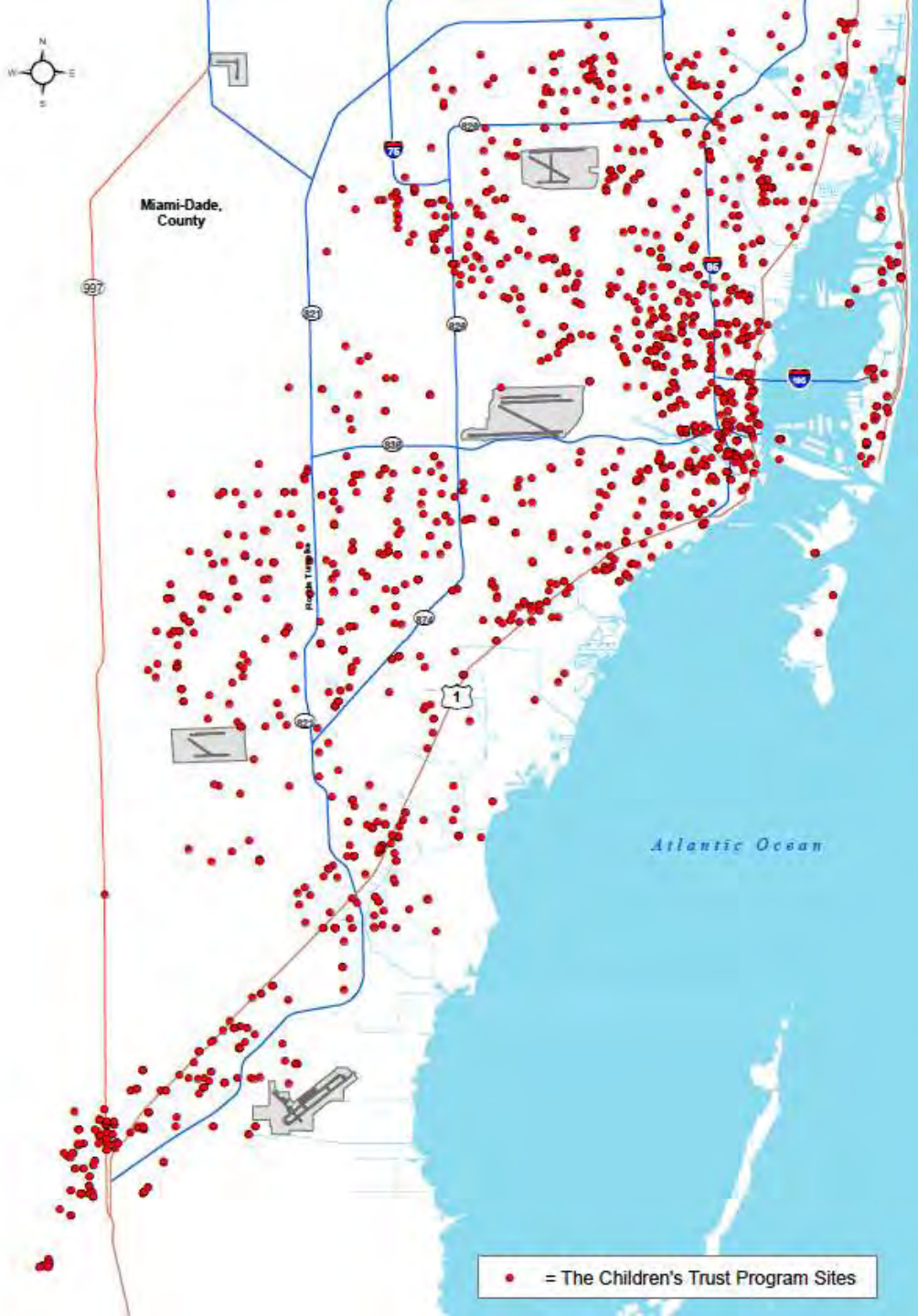
## Honoring Excellence

Programs and individuals were recognized for reaching the pinnacle of excellence in their service to Miami-Dade children and families at our 12<sup>th</sup> Annual Champions for Children Awards.

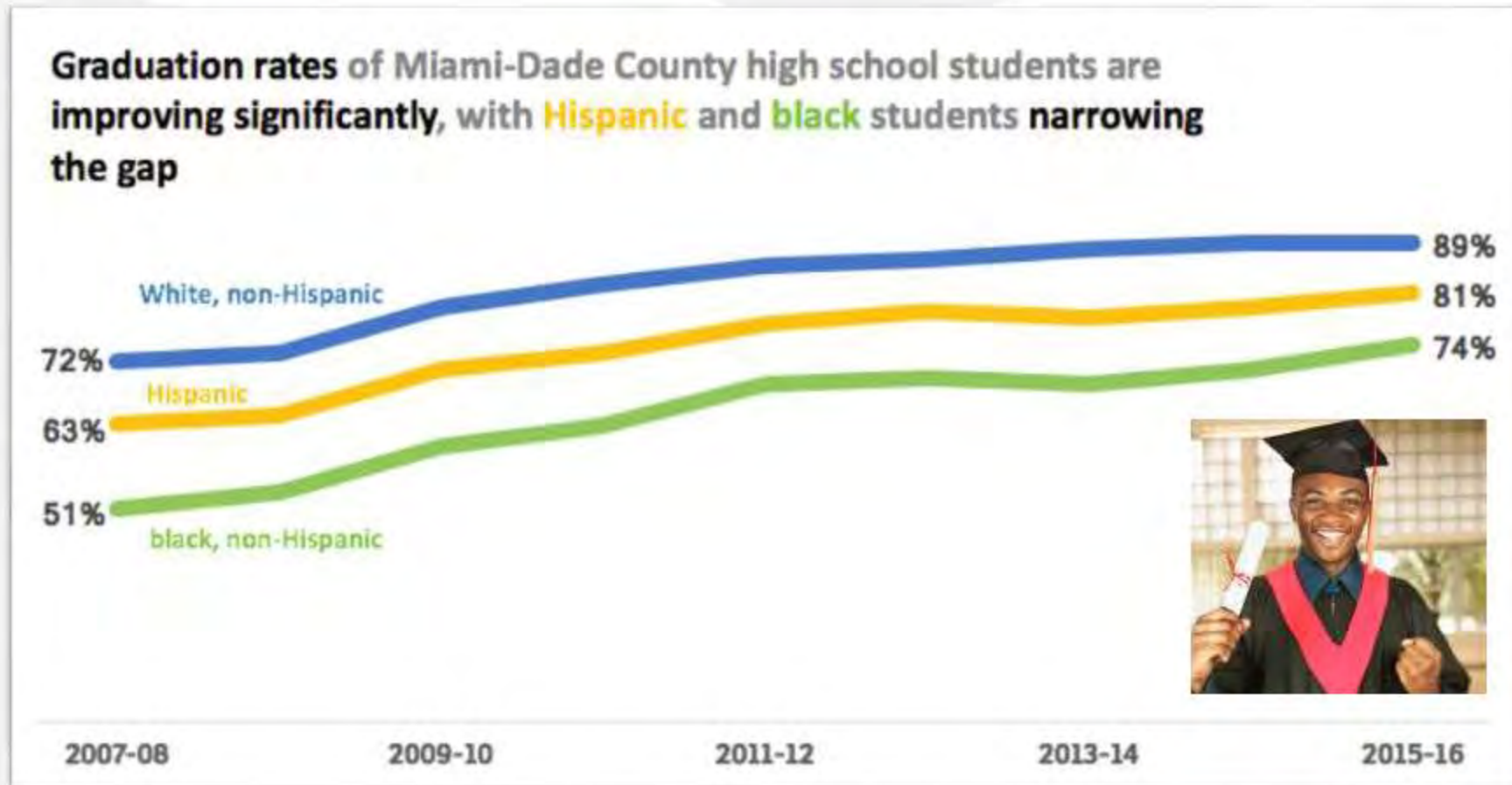


# Covering Our County

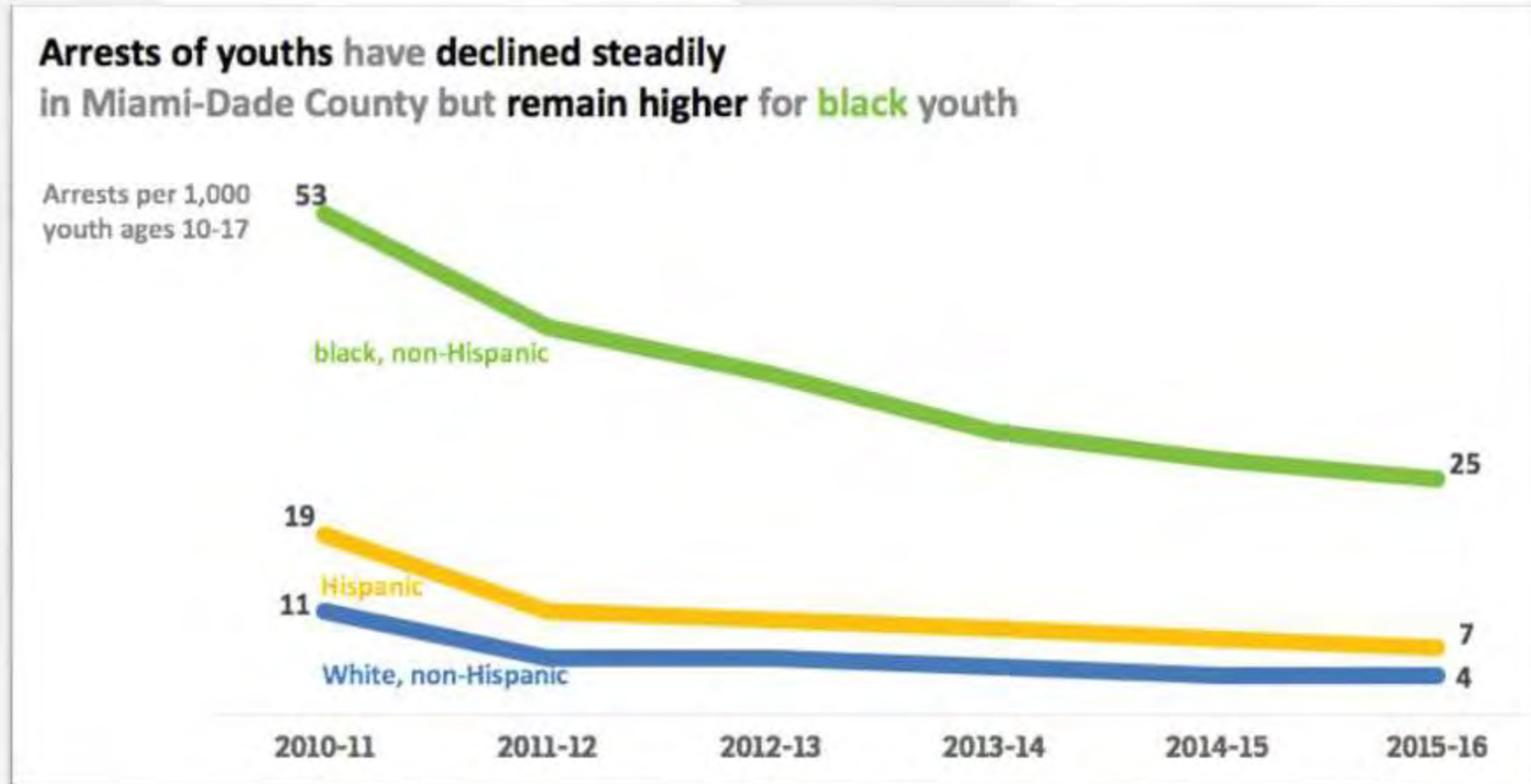
We funded nearly 1,700 program sites in Miami-Dade County, 56% of which are in high-need areas as identified by the U.S. Census Bureau.



# Community Indicators

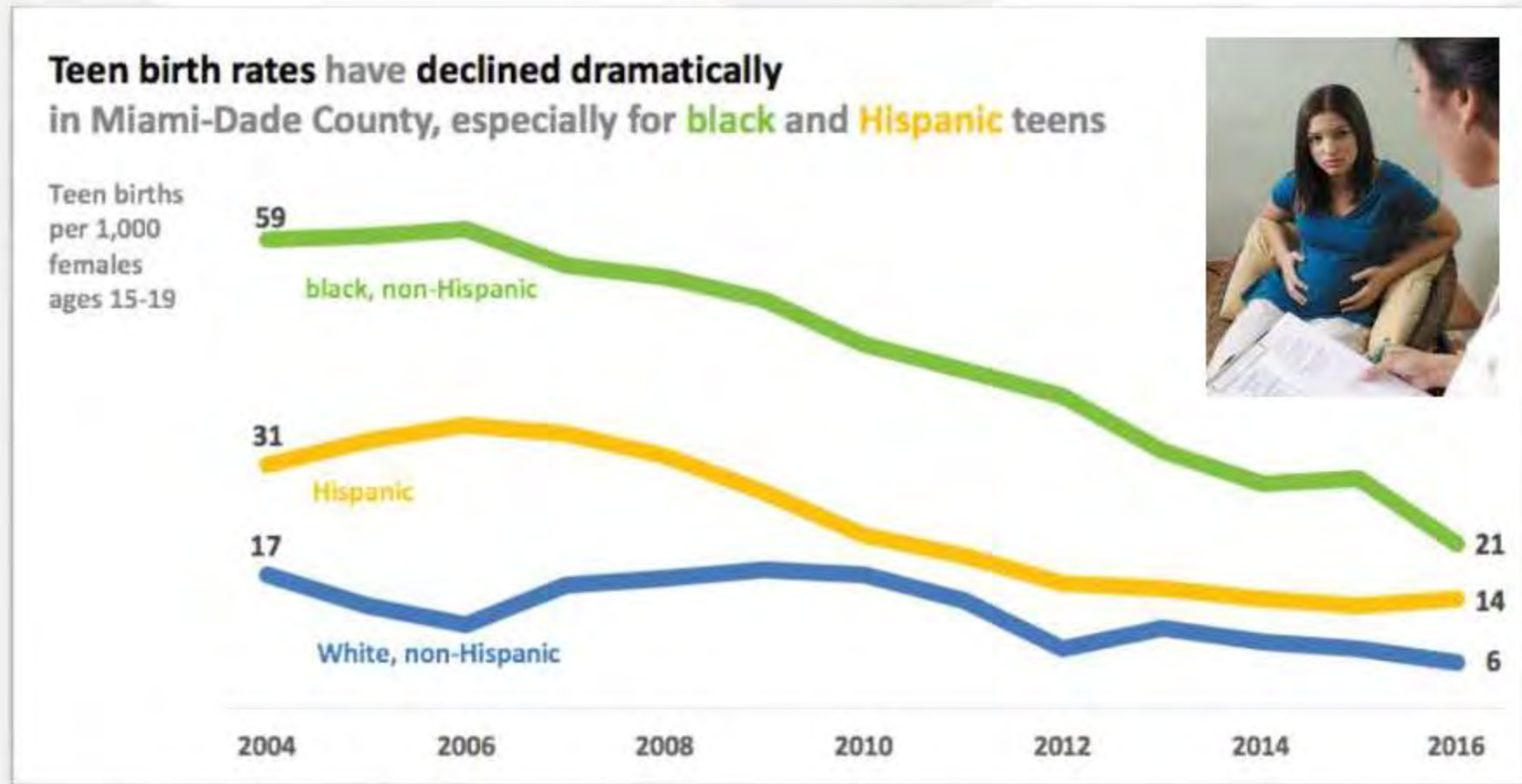


# Community Indicators

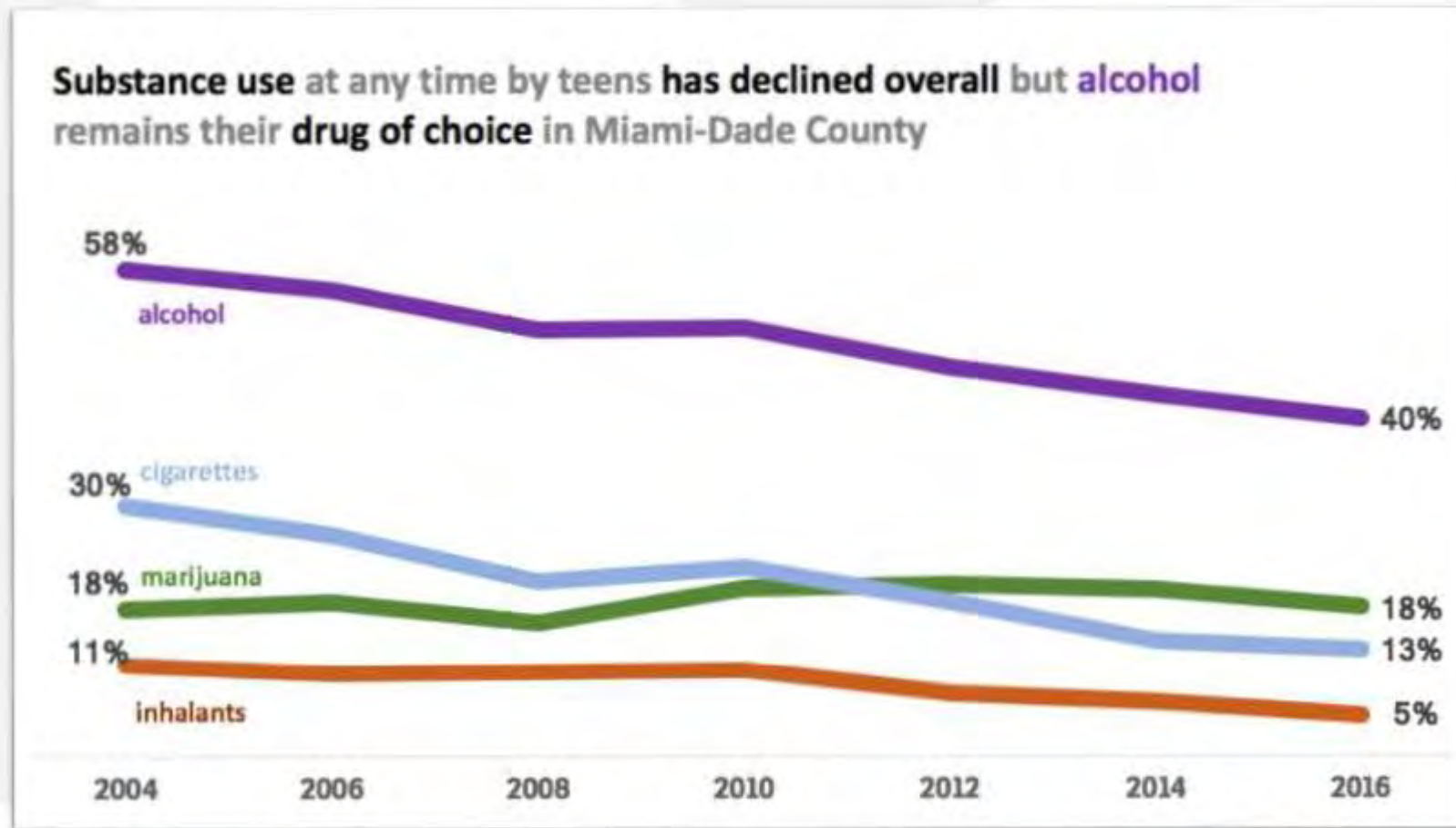




# Community Indicators



# Community Indicators





# Leveraging Technology

- 150,924 people visited our website, downloaded our program guide app or followed us on social media.
- We integrated and streamlined systems for more efficient workflow.
- We developed a new electronic contracting module and program metrics dashboard.
- We implemented a new finance management system.
- We launched a mobile-friendly website.

# Following the Funding



Parenting	10%
Early Childhood Development	13%
Youth Development	34%
Health & Wellness	12%
Family & Neighborhood Supports	9%
Community Engagement & Advocacy	5%
Program & Professional Development	5%
Management of The Children's Trust	8%
Nonoperating expenditures	4%



# Leadership



**The Children's Trust Board of Directors**

[Click here to learn more](#)



**3150 SW 3rd Avenue, 8th Floor**

**Miami, FL 33129**

**305.571.5700**

**[thechildrenstrust.org](http://thechildrenstrust.org) • [info@thechildrenstrust.org](mailto:info@thechildrenstrust.org)**

The Children's Trust is a dedicated source of revenue established by  
Voter referendum to improve the lives of children and families in  
Miami-Dade County.

**Children's Services Council of Okeechobee County  
2016-2017**

CSC of Okeechobee's mission has always been to enhance the lives of the children of Okeechobee County and to enable them to attain their full potential by providing a unified context within which children's needs can be identified and targeted by all agencies in our community that serve children.

We are audited annually by Wicks, Brown, and Williams. A comparison is made in the Financial Analysis of General Revenue and Expenses and determines if there was an increase or decrease in revenues.

For the 2016 year we received \$622,188 in total revenues with total expense of \$567,720.00 or an increase of 26% in revenues. This was due to an increase in property taxes and an increase in the millage rate from .3060 the previous year to .4000. \$305,770.00 was given to agency grants plus an additional \$193,962 for summer programs and special projects.

We have several funding priorities to address the unique needs of the children in Okeechobee, including agencies that provide programs that reduce delinquency, have positive alternatives, reduce child abuse, and provide positive mental and physical activities. Each agency is monitored by a Council member. There are ten (10) Council members; five (5) required by Florida Statute and five (5) appointed by the Governor, after recommendations from the County Commissioners. A budget is developed in July. Our fiscal year is from October 1 through September 30 of each year. There is an Executive Director and a Secretary/Bookkeeper that receive a stipend for their work.

There were twenty (20) agencies, ten (10) summer programs and sixteen (16) special projects. There was a total of sixty-four (64) goals, eighty-eight (88) objectives with an average of 90% mastery of them.

Over one thousand (1,000) children were served in at least one summer camp. Six scholarships were given to High School graduates. The criteria was that the student would be studying in an area that worked with children and they had at least a 3.0 GPA. The students were required to write an essay about why they chose their anticipated career. It was decided to make the scholarship a one-time issue of the funds rather than a recurring scholarship.









The Council's main concern is to assist children. They work very hard to make sure agencies are providing excellent programs and continues to seek new agencies that will provide quality programs. If you have any questions, please contact Cathleen Blair at (863)610-0176.

Respectively Submitted,















Cathleen J. Blair, Executive Director  
Children's Services Council of Okeechobee














Agency	Program	2017-2018 Budget
<b>HEALTHY BEGINNINGS:</b>		
Providing comprehensive integrated services to pregnant women, infants, young children and their families		
 <a href="#">211 Palm Beach/Treasure Coast, Inc.</a>	Help Me Grow Parent Information Line ****	\$132,000
 <a href="#">C.L. Brumback Primary Care Clinics</a>	Dental Services for Women and Children	\$30,000
 <a href="#">Center for Child Counseling, Inc.</a>	Child First	\$989,491
Center for Family Services of PBC, Inc.	Counseling for Parents and Young Children	\$400,000
	Counseling for Parents and Young Children	\$400,000
	Prenatal Plus Mental Health Service	\$477,251
	Triple P (Positive Parenting Program)	\$292,457
	Teen Triple P (Positive Parenting Program)	\$364,801
Children's Home Society of Florida	Wyman's Teen Outreach Program (TOP)	\$226,406
 <a href="#">Easterseals Florida, Inc.</a>	Early Intervention Assessment Team	\$550,000
 <a href="#">Families First of Palm Beach County</a>	Early Steps	\$1,795,126
	Child First	\$992,486
	Healthy Families Florida	\$1,516,037
 <a href="#">Boys Town South Florida, Inc.</a>	Primary Project	\$628,947
 <a href="#">Florida Department of Health/Palm Beach County Health Department</a>	Healthy Beginnings Nurses	\$3,165,567
	Interconception Care	
	Nurses Supporting Families	
	Prenatal Plus	
	Nurse Family Partnership	\$1,343,610
	WHIN Nurses (Women's Health Initiative)	\$545,217
Florida Institute for Health	Fetal and Infant Mortality Review	\$200,000
 <a href="#">Healthy Mothers Healthy Babies Coalition of PBC, Inc.</a>	CenteringPregnancy	\$467,155
	Healthy Beginnings Entry Agency (Prenatal)	\$3,776,951
	Entry Agency (Prenatal)	
	Navigation	



Agency	Program	2017-2018 Budget
 <a href="#">HomeSafe, Inc.</a>	Growing Smart	\$435,082
	Healthy Beginnings Entry Agency	\$2,832,535
	Entry Agency (Birth to 5)	
	Navigation	
 <a href="#">Housing Partnership, Inc.</a>	Wyman's Teen Outreach Program (TOP)	\$432,874
 <a href="#">Legal Aid Society of Palm Beach County, Inc.</a>	Project DULCE	\$320,242
 <a href="#">Literacy Coalition of Palm Beach County, Inc.</a>	Early Literacy Book Distribution	\$154,449
	Parent-Child Home Program Oversight	\$2,456,679
	Reach Out and Read Program	\$287,240
Nutritious Lifestyles, Inc.	Prenatal Plus Nutrition Services for Women and Families	\$180,000
 <a href="#">Parent-Child Center, Inc.</a>	Triple P (Positive Parenting Program)	\$1,115,977
	Teen Triple P (Positive Parenting Program)	\$471,241
 <a href="#">Sickle Cell Foundation of Palm Beach County and Treasure Coast, Inc.</a>	Community Voice	\$703,569
 <a href="#">The Arc of Palm Beach County</a>	First Step to Success	\$1,684,151
	ForwardLeaps	\$179,705
	Healthy Steps for Young Children	\$959,310
 <a href="#">The Institute for Child and Family Health, Inc.</a>	Child First	\$866,822
	Light Touch for Success	\$237,343
Southeast FL Transportation	Healthy Beginnings Transportation Services	\$230,000
 <a href="#">Urban League of Palm Beach County, Inc.</a>	Wyman's Teen Outreach Program (TOP)	\$366,273
HEALTHY BEGINNINGS SYSTEM TOTAL		\$32,206,994

Agency	Program	2017-2018 Budget
<b>QUALITY CHILD CARE:</b>		
Providing increased access to quality early care and education so children are ready for school, and access		
Children's Forum, Inc.	Strong Minds Training Registry	\$190,037
	Strong Minds Quality Program Assessment	\$599,312
Children's Services Council	Strong Minds Tiered Reimbursement	\$4,400,000
 <a href="#">Early Learning Coalition of Palm Beach County</a>	CSC Scholarship Initiative and Early Head Start Match	\$29,108,112
	Strong Minds Technical Assistance/Gold	\$659,595
Friends of Community Services	Summer Camp Scholarships	\$1,500,000
Lutheran Services Florida, Inc.	Head Start Match	\$5,239,356
	PEPPI Head Start Match	\$321,106
 <a href="#">Palm Beach State College</a>	Strong Minds Professional Development System	\$2,515,662
	Strong Minds SEEK Scholarships	\$1,250,000
 <a href="#">Prime Time Palm Beach County, Inc.</a>	Afterschool Program Development	\$3,225,671
	Expanded Learning Opportunities	\$2,614,600
Redlands Christian Migrant Association, Inc.	RCMA Farmworker Match	\$38,788
School Board of Palm Beach County	Strong Minds Technical Assistance Specialists*	\$1,646,443
	Strong Minds Tiered Reimbursement*	\$970,000
QUALITY CHILD CARE SYSTEM TOTAL		\$54,278,682

Agency	Program	2017-2018 Budget
<b>BRIDGES:</b>		
Connecting the child, family and neighborhood to the community at-large to ensure that children are safe, ready for school and on grade level at the end of third grade.		
Children's Home Society of Florida	BRIDGES	\$2,532,187
 <a href="#">Housing Partnership, Inc.</a>	BRIDGES	\$3,437,334
BRIDGES TOTAL		\$5,969,521
<b>INITIATIVES:</b>		
Giving children and families access to fundamental tools for success early in life so more children grow up		
 <a href="#">211 Palm Beach/Treasure Coast, Inc.</a>	Special Needs Helpline	\$51,000
Boca Raton Housing Authority	Funding for Robotics	\$25,000
Children's Services Council Program	Birth to 22	\$200,000
Performance Division	Healthy Beginnings	\$50,000
	Workforce Scholarships	
 <a href="#">Florida Rural Legal Services, Inc.</a>	Access for Success (Glades)	\$150,297
 <a href="#">Housing Partnership, Inc.</a>	 <a href="#">Support of Safe Kids Coalition of Palm Beach County</a>	\$257,495
 <a href="#">Legal Aid Society of Palm Beach County, Inc.</a>	Child Advocacy Project	\$3,476,904
	Education Advocacy Project	
	Foster Children's Project	
	Juvenile Advocacy Project	
	Relative Caregiver Project	
 <a href="#">Literacy Coalition of Palm Beach County, Inc.</a>	Glades Family Education Program	\$62,000
Palm Beach Board of County Commissioners	 <a href="#">Drowning Prevention Coalition</a>	\$100,000
 <a href="#">Palm Beach County Food Bank, Inc.</a>	Palm Beach County Food Bank	\$378,505
Pathways to Prosperity, Inc.	Circles	\$122,476
 <a href="#">Resource Depot, Inc.</a>	Resource Depot Initiative	\$150,000
Palm Beach County Substance Awareness Coalition	Substance Awareness	\$112,500
 <a href="#">United Way of Palm Beach County, Inc.</a>	211 of Palm Beach/Treasure Coast	\$176,422
	Hunger Relief Plan Implementation	\$60,000
	Mentoring Initiative	\$1,477,360
	Special Needs Initiative	\$1,080,179
INITIATIVES TOTAL		\$7,930,138
TOTAL OF ALL PROGRAMS		\$100,385,335

\* Program funded through Prevention Partnerships for Children Inc., a 501(c)(3) of Children's Services Council



# Juvenile Welfare Board of Pinellas County

## FY18 BUDGET

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## EXECUTIVE SUMMARY

### Message from our Chief Executive Officer

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**The Juvenile Welfare Board of Pinellas County (JWB) invests in partnerships, innovation, and advocacy to strengthen Pinellas County children and families.** This is our organization's mission and has been our charge since our creation by Pinellas County citizens in 1945.

While our commitment and concern is for all children, we are mindful to never lose sight of the individual child. From the programs we fund, to the partnerships we foster, to our collective work – *everything* we do is to ensure **Pinellas County children have the best opportunities to lead healthy, successful, and satisfying lives.**

Governed and guided by an 11-member Board of Directors, we have identified four strategic focus areas that provide a framework for our community's investments: **School Readiness, School Success, Prevention of Child Abuse and Neglect, and Strengthening Community.**

We recognize there are some problems so complex that multiple partners must come to the table around a common goal for children and families. For these, JWB serves as a convener and backbone agency for four collective impact initiatives: **Childhood Hunger, Grade-Level Reading, Preventable Child Deaths, and Mentoring and Tutoring.**

**JWB is nationally-accredited through the Council on Accreditation (COA),** an independent human service accrediting organization. Accreditation signifies that an organization achieves the highest standards for quality and excellence, resulting in the best possible outcomes for all of its stakeholders.

The budget presented on the following pages reflects JWB's commitment to stakeholders and citizens to be accountable for spending tax dollars in a responsible and effective way. Staff look forward to working closely with the JWB Board of Directors and our community partners to successfully implement this budget and move forward our vision: **that children in Pinellas County will have a future of more successful and satisfying lives because of the efforts of JWB and our partners.**

On behalf of the Juvenile Welfare Board, thank you for supporting these investments for Pinellas County's children which ultimately strengthens our community!

A handwritten signature in black ink that reads "Marcie A. Biddleman".

Dr. Marcie A. Biddleman  
Chief Executive Officer



## MISSION, VISION, AND VALUES

### MISSION:

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The Juvenile Welfare Board invests in partnerships, innovation and advocacy to strengthen Pinellas County children and families.

### VISION:

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The Vision of the Juvenile Welfare Board is that children in Pinellas County will have a future of more successful and satisfying lives because of the efforts of JWB and its partners.

### VALUES:

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**We value every child.** We want them to be ready to learn, to be successful in school and to be healthy and happy every step of the way.

**We embrace collaboration.** We work as a team with our community partners.

**We celebrate results.** We support long-term efforts to bring effective change by identifying areas where needs are not being met. Then we find – or create a community-based support network that can turn our investments into real help for young people throughout Pinellas County.

**We pursue innovation.** We are not satisfied with the status quo. We use the latest research and professional knowledge to address the needs of children and families in Pinellas County.



## BUDGET OVERVIEW

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The FY18 Budget totals \$84.2 million, an increase of \$6.2 million or 7.9% over the FY17 Amended Budget. This section provides an overview of the significant changes in revenues and expenditures from the FY17 Budget and how the budget will be used to support and advance the priorities of the Juvenile Welfare Board for the upcoming year.

### Revenue

#### Property Tax

As a result of property valuations increasing in Pinellas County, budgeted property tax revenues increased \$4.6 million, or 7.8% over FY17. The millage rate of 0.8981 mills remains unchanged.

#### Interest Revenue

The budgeted amount for interest revenue, \$250,000, was increased by \$175,000 for FY18 due to increased interest rates which are projected to increase further or maintain at current levels. The average rate for each of JWB's investment accounts had remained constant over the last couple of years. However, beginning in June 2015, the average interest rate began to increase and has increased throughout FY17. Two of JWB's investment accounts, Florida Prime (SBA) and the Florida Trust have shown significant increases and it is anticipated that they will continue to increase.

#### Contributions

Contributions increased by \$44,580 for FY18 primarily due to interns and volunteer hours. JWB will utilize interns and volunteers to assist various departments of the organization. The interns assist the Research and Evaluation unit with various projects that work toward achieving the mission of the organization. Volunteers have been very resourceful at JWB, not only greeting individuals who are entering the building, but doing quality assurance of documents scanned into Laserfische, JWB's documentation retention system. The rates for both the interns and volunteers are obtained from independent sources relative to their positions.

# Expenditures

## Children and Family Programs

### JWB Strategic Goals

**Overarching Goal:** Investing in children and strengthening our community to have the greatest positive influence on the children and families of Pinellas County.

A 3% allocation increase, totaling \$1.1 million, for eligible programs in each of the focus areas is budgeted to help maintain existing service levels and to ensure continued program quality. A summary of each focus area, along with a description of any additional changes, are described below.

**School Readiness:** Children served by JWB-funded School Readiness programs will enter Kindergarten ready to learn. This focus area accounts for 17.6% of all children and family services consisting of 13 programs with a total investment of \$9.3 million.

No additional investments in this focus area were made for FY18.

**School Success:** Children served by JWB-funded School Success programs will show improvement or maintain performance in grades, attendance, behavior, and achieve promotion to the next grade. This focus area accounts for 30.1% of all children and family services consisting of 40 programs with a total investment of \$15.9 million. R'Club Child Care – Seminole Middle R'Club increased \$166,352 to provide services at an additional site as a pilot program (began in August 2017) to target students who are deemed high risk of academic failure and in need of academic support. In addition, YMCA of Greater St. Petersburg - 21st Century Learning Centers increased \$10,033 to offset the loss of grant funding from the Department of Education. R'Club Child Care - Fairmont decreased by \$49,172 due to the phasing out of child care services subsequent to the Children's Initiative.

**Prevention of Child Abuse and Neglect:** Children served by JWB-funded Prevention of Child Abuse and Neglect programs will thrive in safe and healthy environments. This focus area accounts for 39.7% of all children and family programs consisting of 24 programs with a total investment of \$21.0 million.

Personal Enrichment through Mental Health Services - Home Navigation is being added to fund two new HOME navigation positions at \$111,975. The funds are to support a pilot program of two navigator positions who will provide support to the Pinellas County Sheriff's Office HOME (Habitual Offender Monitoring Enforcement) team.

**Strengthening Community:** Children served by JWB-funded Strengthening Community programs will benefit from collective neighborhood initiatives driven by empowered community leaders. This focus area accounts for 12.6% of all children and family programs, consisting of 17 programs with a total investment of \$6.7 million.

No additional investments in this focus area were made for FY18.

**Other:** JWB includes in the FY18 budget an additional \$6.5 million for future programming. Following the Board's strategic direction, future programming will be used for expanding or enhancing existing programs and to provide support for existing programs that may be impacted by federal and/or state budget cuts.

## **Administration**

The Administration budget includes 55 full-time equivalent (FTE) positions; which is an increase of one half (0.5) FTE from FY17. The additional 0.5 FTE position was added to the Community Planning department to create a part-time Community Outreach Facilitator position. The position was created as the Community Planning Unit has assumed the lead on the three collective impact initiatives; Childhood Hunger, Mentoring and Tutoring, and the Campaign for Grade Level Reading, in addition to their assigned duties. The position is designed to assist the team due to the addition of the back-bone responsibilities for the Collective Impact initiatives as well as support the growth in community implementation of the Protective Factor Training.

Salaries and benefits were increased by \$144,687 for anticipated wage and benefit adjustments including projected increases in health insurance costs and State-mandated employer contributions to the Florida Retirement System (FRS). Operating expenses increased by \$108,221 over FY17. The largest portion of this increase, \$44,080 (40.7%), is for the generally accepted accounting principle requirement to record volunteers and interns' time that benefit the Juvenile Welfare Board.

The administrative cost rate decreased to 8.72%, compared to 9.09% in FY17.

## **Non-Administration**

The Non-Administration budget reflects an increase of \$150,902 from FY17. Statutory fees, paid to the Tax Collector and Property Appraiser for the operational costs of their services, are projected to increase by \$33,776. Planned Information Technology (IT) initiatives that are in alignment with business goals and are projected to increase by \$120,851 include: JWB data collection system and data analytics enhancements; website enhancements; hardware and software replacements, exploration of new accounting software, and security/HIPAA assessments.

## JWB BOARD MEMBERS



Dr. James Sewell ■  
Chair  
Gubernatorial Appointee



Brian Aungst Jr. ■ ●  
Vice Chair  
Gubernatorial Appointee



Susan Rolston ■ ●  
Secretary  
Gubernatorial Appointee



Hon. Rick Butler  
Gubernatorial Appointee



Hon. Bob Dillinger ■ ●  
Public Defender  
6th Judicial Circuit



Dr. Michael A. Grego  
Superintendent  
Pinellas County Schools



Hon. Bernie McCabe ●  
State Attorney  
6th Judicial Circuit



Michael Mikurak ●  
Gubernatorial Appointee



District Chief Jim Millican  
Gubernatorial Appointee



Hon. Patrice Moore  
Juvenile Judge  
6th Judicial Circuit



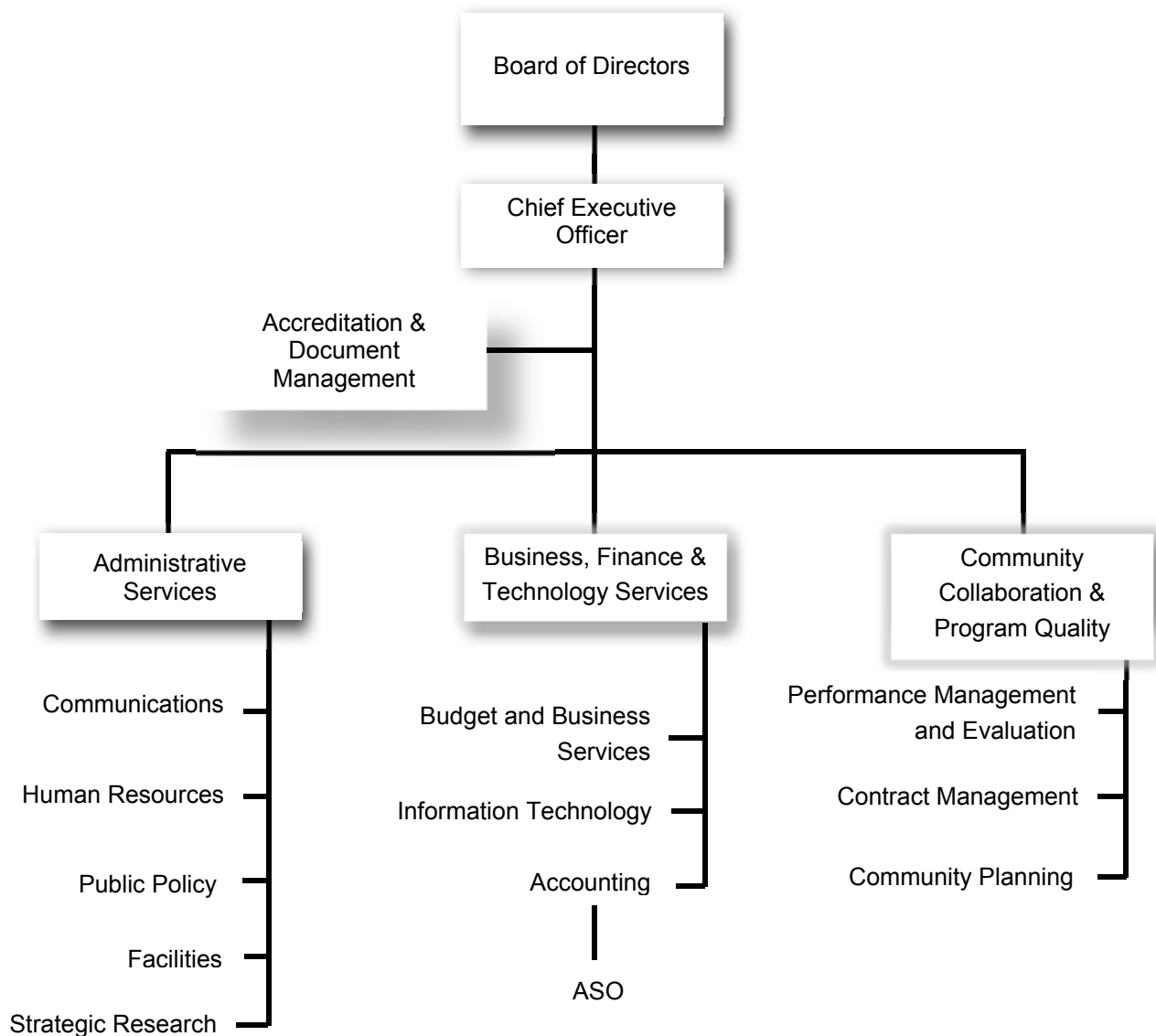
Hon. Karen Seel  
Pinellas County  
Commissioner

■ Executive Committee Member

● Finance Committee Member



## ORGANIZATIONAL CHART



# REVENUES & EXPENDITURES: SUMMARY

## JUVENILE WELFARE BOARD Current Budget with Prior Year Comparison

	Amended BUDGET FY16	Amended BUDGET FY17	Proposed BUDGET FY18	% from Prior Year	% of Revenue/Expense Total
<b>REVENUES</b>					
Property Taxes	57,208,632	61,323,488	66,107,870		
Budgeted at:	97.00%	97.00%	97.00%		
Property Taxes	55,492,374	59,483,783	64,124,634	7.80%	76.15%
Intergovernmental - Grants	48,000	-	-	0.00%	0.00%
Interest	50,000	75,000	250,000	233.33%	0.30%
Rent	22,000	22,000	21,111	-4.04%	0.03%
Contributions	402,445	276,000	320,580	16.15%	0.38%
<b>TOTAL REVENUES</b>	56,014,819	59,856,783	64,716,325	8.12%	76.86%
Fund Balance/Reserves/Net Assets	17,255,059	18,191,890	19,488,691	7.13%	23.14%
<b>TOTAL REVENUES, TRANSFERS &amp; BALANCES</b>	<b>73,269,878</b>	<b>78,048,673</b>	<b>84,205,016</b>	<b>7.89%</b>	<b>100.00%</b>
<b>EXPENDITURES</b>					
<b>Children and Family Programs</b>					
Other Contracts					
Other Contracts	124,725	-	-	0.00%	0.00%
Children and Family Services					
School Readiness	8,985,084	9,095,114	9,292,676	2.17%	11.04%
School Success	13,850,161	15,455,604	15,906,448	2.92%	18.89%
Prevention of Child Abuse & Neglect	19,387,722	20,410,965	21,003,899	2.90%	24.94%
Strengthening Community	6,481,505	7,570,758	6,695,197	-11.57%	7.95%
Future Programming	-	-	6,500,000	100.00%	7.72%
Contingency	500,000	500,000	500,000	0.00%	0.59%
<b>General Government</b>					
Administration	6,904,639	7,091,348	7,344,256	3.57%	8.72%
ASO	287,360	315,686	340,062	7.72%	0.40%
Non-Administration	2,438,580	2,183,036	2,333,938	6.91%	2.77%
<b>TOTAL EXPENDITURES</b>	58,959,776	62,622,511	69,916,476	11.65%	83.03%
<b>Fund Balance/Reserves/Net Assets</b>					
Restricted - Emergency Reserve (2 months)	9,556,383	10,182,350	11,652,746	14.44%	13.84%
Assigned - Note Receivable and Spence Award	501,569	179,371	183,736	2.43%	0.22%
Unassigned	4,252,150	5,064,441	2,452,058	-51.58%	2.91%
Total Estimated Fund Balance	14,310,102	15,426,162	14,288,540	-7.37%	16.97%
<b>TOTAL EXPENDITURES, TRANSFERS &amp; BALANCES</b>	<b>73,269,878</b>	<b>78,048,673</b>	<b>84,205,016</b>	<b>7.89%</b>	<b>100.00%</b>

## REVENUES: BY CATEGORY & FUNDING SOURCE

### JUVENILE WELFARE BOARD Current Budget with Prior Year Comparison

	Amended BUDGET FY16	Amended BUDGET FY17	Proposed BUDGET FY18	% of Prior Year
<b>MILLAGE RATE:</b>	<b>0.8981</b>	<b>0.8981</b>	<b>0.8981</b>	
<b>Property Taxes</b>	<b>57,208,632</b>	<b>61,323,488</b>	<b>66,107,870</b>	7.80%
<i>Budgeted at:</i>	97.00%	97.00%	97.00%	
<b>PROPERTY TAXES</b>	<b>55,492,374</b>	<b>59,483,783</b>	<b>64,124,634</b>	7.80%
<b>INTERGOVERNMENTAL GRANTS</b>				
Federal Grant - IRS VITA	48,000	-	-	
<b>INTEREST</b>				
Interest Earnings	50,000	75,000	250,000	233.33%
<b>RENT</b>				
Rental Income - 211	22,000	22,000	21,111	-4.04%
<b>CONTRIBUTIONS AND DONATIONS</b>				
21st Century Evaluation Services	76,725	-	-	
Family Service Initiative contributions	62,720	-	-	
In-kind Interns and Volunteers	-	-	44,080	100.00%
Cooperman Bogue Awards and In-kind Advertising	263,000	276,000	276,500	0.18%
<b>Total Contributions</b>	<b>402,445</b>	<b>276,000</b>	<b>320,580</b>	<b>16.15%</b>
<b>TOTAL SOURCES</b>	<b>56,014,819</b>	<b>59,856,783</b>	<b>64,716,325</b>	<b>8.12%</b>
Fund Balance/Reserves/Net Assets	17,255,059	18,191,890	19,488,691	7.13%
<b>TOTAL REVENUES, TRANSFERS &amp; BALANCES</b>	<b>73,269,878</b>	<b>78,048,673</b>	<b>84,205,016</b>	<b>7.89%</b>

# EXPENDITURES: CHILDREN & FAMILY PROGRAMS

## JUVENILE WELFARE BOARD Current Budget with Prior Year Comparison

	Amended BUDGET FY16	Amended BUDGET FY17	Proposed BUDGET FY18	
<b><u>OTHER CONTRACTS</u></b>				
21st Century Evaluation Services	76,725	-	-	
VITA	48,000	-	-	
<b>Total Other Contracts</b>	<b>124,725</b>			
	Amended BUDGET FY16	Amended BUDGET FY17	Proposed BUDGET FY18	Percent of Focus Area
<b><u>CHILDREN AND FAMILY SERVICES</u></b>				
<b><u>School Readiness</u></b>				
<b>CASA</b>				
Peacemakers	200,000	210,246	215,874	2.32%
<b>EARLY LEARNING COALITION OF PINELLAS COUNTY</b>				
Child Care Executive Partnership	1,040,000	1,040,000	1,040,000	11.19%
Subsidized Child Care Match	720,000	720,000	720,000	7.75%
<b>FLORIDA DEPARTMENT OF HEALTH</b>				
Pinellas County Licensing Board	564,643	595,286	613,145	6.60%
<b>PARC, INC</b>				
Discovery Learning Center	639,817	666,851	686,857	7.39%
Family Focus	121,870	130,184	134,397	1.45%
<b>QUALITY EARLY LEARNING INITIATIVE</b>	524,850	-	-	
<b>R'CLUB CHILD CARE</b>				
Home Instruction for Parents of Preschool Youngsters (HIPPY)	683,335	926,708	952,926	10.25%
Lew Williams Center for Early Learning	600,000	622,179	644,683	6.94%
R'Community Pride Homeless Early Learning Program (HELP)	298,000	330,023	339,924	3.66%
Special Services	890,669	908,202	924,405	9.95%
<b>ST. PETERSBURG COLLEGE</b>				
Preschool Certificate Programs	54,000	54,000	54,000	0.58%
<b>UNITED METHODIST COOPERATIVE MINISTRIES</b>				
Children of the World	294,491	306,579	315,776	3.40%
Quality Early Learning Initiative	2,353,409	2,584,856	2,650,689	28.52%
<b>Total School Readiness</b>	<b>8,985,084</b>	<b>9,095,114</b>	<b>9,292,676</b>	<b>17.57%</b>
<b><u>School Success</u></b>				
<b>ARTS 4 LIFE ACADEMY</b>				
Artz 4 Life (COST)	280,000	287,708	294,121	1.85%
<b>BIG BROTHERS BIG SISTERS OF TAMPA BAY</b>				
Comprehensive Mentoring	571,962	628,013	646,853	4.07%
<b>BOLEY CENTER</b>				
Youth Employment Program	378,450	908,280	908,280	5.71%
<b>BOYS AND GIRLS CLUB OF THE SUNCOAST</b>				
Community Out of School Time (COST)	1,120,468	850,597	878,343	5.52%
<b>CHILDREN'S HOME NETWORK</b>				
Pinellas Support Team	330,000	458,296	472,045	2.97%
<b>CITY OF CLEARWATER</b>				
City of Clearwater (COST)	345,924	361,791	372,645	2.34%
<b>CITY OF DUNEDIN</b>				
Promise Time	22,920	46,310	59,009	0.37%
<b>CITY OF LARGO</b>				
Promise Time	121,040	137,082	141,194	0.89%
<b>CITY OF ST. PETERSBURG</b>				
TASCO Center Based Teen Programs - OST	1,786,039	1,897,014	1,953,924	12.28%
<b>COLLECTIVE INITIATIVES</b>				
Grade Level Reading	100,000	100,000	100,000	0.63%
Mentoring and Tutoring	-	25,000	25,000	0.16%

	Amended BUDGET FY16	Amended BUDGET FY17	Proposed BUDGET FY18	Percent of Focus Area
<b><u>CHILDREN AND FAMILY SERVICES</u></b>				
<b><u>School Success cont.</u></b>				
<b>FAMILY RESOURCES</b>				
YAC Skyview (COST)	219,905	451,487	460,899	2.90%
<b>FLORIDA AFTERSCHOOL NETWORK</b>	10,000	10,000	10,000	0.06%
<b>FLORIDA DEPARTMENT OF HEALTH</b>				
Pinellas School Based Dental Sealant	150,000	150,000	154,500	0.97%
School Based Health Services	864,890	928,458	956,312	6.01%
<b>GIRL SCOUTS OF WEST CENTRAL FLORIDA</b>				
Girl Scouts of West Central Florida	-	210,000	213,101	1.34%
<b>GULF COAST JEWISH FAMILY AND COMMUNITY SERVICES</b>				
Violence Prevention	628,234	650,563	667,138	4.19%
<b>JAMES B. SANDERLIN FAMILY SERVICE CENTER</b>				
Literacy for Faith Based Organizations	587,968	604,516	619,272	3.89%
YDF - AKA AKAdemy	115,561	109,861	109,861	0.69%
<b>LOCAL COMMUNITY HOUSING CORP</b>				
Cops n Kids (COST)	280,000	287,582	296,209	1.86%
<b>MyOn, LLC</b>				
MyOn	-	28,500	28,500	0.18%
<b>OST &amp; PROMISE TIME CURRICULUM LICENSES (CURRICULUM ASSOCIATES)</b>	321,000	264,000	264,000	1.66%
<b>PACE CENTER FOR GIRLS</b>				
PACE Center for Girls	90,000	90,000	92,700	0.58%
<b>PINELLAS COUNTY SHERIFF'S OFFICE POLICE ATHLETIC LEAGUE</b>				
Lealman Sports Complex (COST)	163,792	206,817	214,254	1.35%
<b>PRESERVE VISION FLORIDA</b>				
Seeing our Bright Future	75,000	150,000	150,000	0.94%
<b>R'CLUB CHILD CARE</b>				
21st Century Community Learning Centers	822,387	454,795	475,511	2.99%
Fairmount Park	200,000	98,801	49,629	0.31%
Promise Time	545,740	531,534	556,401	3.50%
Seminole Middle R'Club	-	55,955	222,307	1.40%
<b>SENIORS IN SERVICE TAMPA BAY</b>				
Foster Grandparent Program	126,720	273,386	273,386	1.72%
<b>SIXTH JUDICIAL CIRCUIT OF FLORIDA</b>				
Behavioral Evaluation	405,597	420,711	433,992	2.73%
<b>SUMMER BRIDGE WRAP POOL</b>	2,187,434	2,187,434	2,187,434	13.75%
<b>THE BETHEL COMMUNITY FOUNDATION</b>				
Truancy Intervention Program Services	138,310	148,076	157,343	0.99%
<b>THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER ST. PETERSBURG</b>				
21st Century	-	223,204	233,237	1.47%
Promise Time	110,001	211,078	215,794	1.36%
Yreads!	45,585	170,245	170,245	1.07%
<b>UNIVERSITY OF SOUTH FLORIDA</b>				
Prep for Mid School Success	111,513	235,464	235,464	1.48%
<b>WORKNET PINELLAS</b>				
Youth Innovators of Pinellas	43,275	40,808	40,808	0.26%
<b>YMCA OF THE SUNCOAST</b>				
Promise Time	383,169	390,218	390,639	2.46%
<b>YOUTH DEVELOPMENT INITIATIVES</b>				
Precious Pearls/Alpha Institute	167,277	172,020	176,098	1.11%
<b>Total School Success</b>	<b>13,850,161</b>	<b>15,455,604</b>	<b>15,906,448</b>	<b>30.07%</b>
<b><u>Prevention of Child Abuse and Neglect</u></b>				
<b>2-1-1 TAMPA BAY CARES</b>				
Family Services Initiative	1,026,768	961,808	982,807	4.68%
<b>BE WATER SMART FROM THE START</b>	25,000	25,000	25,000	0.12%
<b>CASA</b>				
Domestic Violence/Substance Abuse	266,189	304,487	313,622	1.49%
<b>CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK</b>				
FSI Utilization Management	198,695	203,194	208,511	0.99%
<b>CHILDREN'S HOME NETWORK</b>				
Kinship	901,103	901,103	920,418	4.38%
<b>COLLECTIVE INITIATIVE</b>				
Pinellas Preventable Child Deaths	50,000	100,000	100,000	0.48%



	Amended BUDGET FY16	Amended BUDGET FY17	Proposed BUDGET FY18	Percent of Focus Area
<b><u>CHILDREN AND FAMILY SERVICES</u></b>				
<b><u>Prevention of Child Abuse and Neglect cont.</u></b>				
<b>DIRECTIONS FOR MENTAL HEALTH</b>				
Children's Outpatient	567,630	613,519	658,693	3.14%
Early Childhood Consultation Services	219,597	230,402	236,631	1.13%
<b>FAMILY RESOURCES</b>				
SafePlace2B	259,057	300,612	309,630	1.47%
<b>FAMILY SERVICES INITIATIVE</b>				
Children and Family Services Pool	1,949,210	1,817,018	1,802,018	8.58%
<b>FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES</b>				
Community Provider position	25,000	28,035	28,035	0.13%
<b>FLORIDA DEPARTMENT OF HEALTH</b>				
Healthy Families Pinellas	5,337,824	5,459,001	5,588,310	26.61%
Nurse Family Partnership	750,089	709,661	729,043	3.47%
<b>GULF COAST LEGAL SERVICES</b>				
Family Legal Support Services	22,534	38,794	38,794	0.18%
<b>OPERATION PAR</b>				
COSA at the Child Development and Family Guidance Center	584,283	616,650	642,717	3.06%
Motivating New Moms (MnM)	158,642	169,481	173,071	0.82%
<b>PARC, INC</b>				
Respite	360,000	374,342	385,572	1.84%
<b>PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES</b>				
FSI System Navigators	1,203,714	1,522,305	1,532,314	7.30%
HOME Navigation	-	-	111,975	0.53%
<b>R'CLUB CHILD CARE</b>				
Exceptional Services	187,131	201,762	214,814	1.02%
<b>RELIGIOUS COMMUNITY SERVICES</b>				
RCS Grace House	220,147	350,143	361,704	1.72%
The Haven of RCS	104,382	131,093	135,026	0.64%
<b>SUNCOAST CENTER</b>				
Family Services	4,839,648	5,087,955	5,240,594	24.95%
<b>UNIVERSITY OF SOUTH FLORIDA</b>				
Infant Family Mental Health Program	131,079	264,600	264,600	1.26%
<i>Total Prevention of Child Abuse and Neglect</i>	<b>19,387,722</b>	<b>20,410,965</b>	<b>21,003,899</b>	<b>39.71%</b>
<b><u>Strengthening Community</u></b>				
<b>CITIZEN'S ALLIANCE FOR PROGRESS</b>				
CAP - NFC	514,446	514,590	527,874	7.88%
<b>CLEARWATER NEIGHBORHOOD FAMILY CENTER</b>				
Clearwater - NFC	439,580	437,805	448,003	6.69%
<b>COLLECTIVE INITIATIVE</b>				
Childhood Hunger	50,000	50,000	50,000	0.75%
<b>COOPERMAN BOGUE</b>				
	250,000	281,000	281,000	4.20%
<b>FAMILY CENTER ON DEAFNESS</b>				
Family Center on Deafness	382,657	396,664	410,831	6.14%
<b>GA FOODS - NUTRITIONAL SUPPLEMENT</b>				
Food Services for Chronically Hungry	350,000	350,000	350,000	5.23%
Summer Food Program	173,411	173,411	173,411	2.59%
<b>GREATER RIDGECREST AREA YOUTH DEVELOPMENT INITIATIVE, INC</b>				
GRAYDI - NFC	391,948	385,462	398,112	5.95%
<b>HIGH POINT COMMUNITY PRIDE NEIGHBORHOOD FAMILY CENTER</b>				
High Point - NFC	403,058	396,087	409,431	6.12%
<b>INTERCULTURAL ADVOCACY INSTITUTE</b>				
Hispanic Outreach Center - NFC	529,947	547,211	558,018	8.33%
<b>JAMES B. SANDERLIN FAMILY SERVICE CENTER</b>				
Sanderlin - NFC	861,004	880,095	902,061	13.47%
<b>LEALMAN AND ASIAN NEIGHBORHOOD FAMILY CENTER</b>				
Lealman/Asian - NFC	604,209	567,772	582,488	8.70%
<b>MINI-GRANTS</b>				
	20,000	40,000	40,000	0.60%

	Amended BUDGET FY16	Amended BUDGET FY17	Proposed BUDGET FY18	Percent of Focus Area
<b><u>CHILDREN AND FAMILY SERVICES</u></b>				
<b><u>Strengthening Community cont.</u></b>				
<b>PINELLAS COUNTY HOMELESS LEADERSHIP BOARD</b>				
Homeless Leadership Board	45,000	45,000	45,000	0.67%
<b>PROGRAM EDUCATION OUTREACH</b>	135,000	176,000	178,500	2.67%
<b>RFA FOR CAPITAL AND TECHNOLOGY</b>	1,000,005	2,000,000	1,000,000	14.94%
<b>SAFETY HARBOR NEIGHBORHOOD FAMILY CENTER</b>				
Mattie Williams - NFC	331,240	329,661	340,468	5.09%
<i>Total Strengthening Community</i>	<b>6,481,505</b>	<b>7,570,758</b>	<b>6,695,197</b>	<b>12.66%</b>
 <i>TOTAL CHILDREN AND FAMILY SERVICES</i>	 <b>48,704,472</b>	 <b>52,532,441</b>	 <b>52,898,220</b>	 <b>100.00%</b>
 <b><u>Other</u></b>				
Future Programming	-	-	6,500,000	
Contingency	500,000	500,000	500,000	
<i>Total Other</i>	<b>500,000</b>	<b>500,000</b>	<b>7,000,000</b>	
 <i>TOTAL Children and Family Programs</i>	 <b>49,329,197</b>	 <b>53,032,441</b>	 <b>59,898,220</b>	

# EXPENDITURES: GENERAL GOVERNMENT - ADMINISTRATION

## JUVENILE WELFARE BOARD Current Budget with Prior Year Comparison

<u>Administration</u>	<u>Amended BUDGET FY16</u>	<u>Amended BUDGET FY17</u>	<u>Proposed BUDGET FY18</u>	<u>% of Prior Year</u>
<b>Salaries &amp; Benefits</b>	5,329,825	5,483,915	5,628,602	2.64%
<b>Operating</b>				
Contractual Services	739,100	685,544	772,199	12.64%
Building Services	515,025	531,735	535,090	0.63%
Training & Supplies	271,379	322,501	344,313	6.76%
Other Operating	49,310	67,653	64,052	-5.32%
<b>Operating Totals</b>	<u>1,574,814</u>	<u>1,607,433</u>	<u>1,715,654</u>	<u>6.73%</u>
<b>Capital</b>	-	-	-	-
<b>Total Budget</b>	<u><u>6,904,639</u></u>	<u><u>7,091,348</u></u>	<u><u>7,344,256</u></u>	<u><u>3.57%</u></u>

## EXPENDITURES: GENERAL GOVERNMENT - ASO

### JUVENILE WELFARE BOARD Current Budget with Prior Year Comparison

<u>ASO</u>	<u>Amended BUDGET FY16</u>	<u>Amended BUDGET FY17</u>	<u>Proposed BUDGET FY18</u>	<u>% of Prior Year</u>
<b>Salaries &amp; Benefits</b>	278,015	305,791	329,092	7.62%
<b>Operating</b>				
Contractual Services	-	-	-	0.00%
Building Services	4,800	4,800	4,800	0.00%
Training & Supplies	4,225	4,775	5,850	22.51%
Other Operating	320	320	320	0.00%
<b>Operating Totals</b>	<u>9,345</u>	<u>9,895</u>	<u>10,970</u>	<u>10.86%</u>
<b>Capital</b>	-	-	-	-
<b>Total Budget</b>	<u>287,360</u>	<u>315,686</u>	<u>340,062</u>	<u>7.72%</u>

## EXPENDITURES: GENERAL GOVERNMENT – NON- ADMINISTRATION

### JUVENILE WELFARE BOARD Current Budget with Prior Year Comparison

<u>Non-Administration</u>	<u>Amended BUDGET FY16</u>	<u>Amended BUDGET FY17</u>	<u>Proposed BUDGET FY18</u>	<u>% of Prior Year</u>
Statutory Fees	1,285,440	1,315,212	1,348,988	2.57%
Internal Technology Implementation	1,077,490	792,099	912,950	15.26%
<b>Other Non-Administration</b>				
Performance Measurement	75,650	75,725	72,000	-4.92%
<b>Other Non-Administration Total</b>	<u>75,650</u>	<u>75,725</u>	<u>72,000</u>	<u>-4.92%</u>
<b>Total Budget</b>	<u><u>2,438,580</u></u>	<u><u>2,183,036</u></u>	<u><u>2,333,938</u></u>	<u><u>6.91%</u></u>

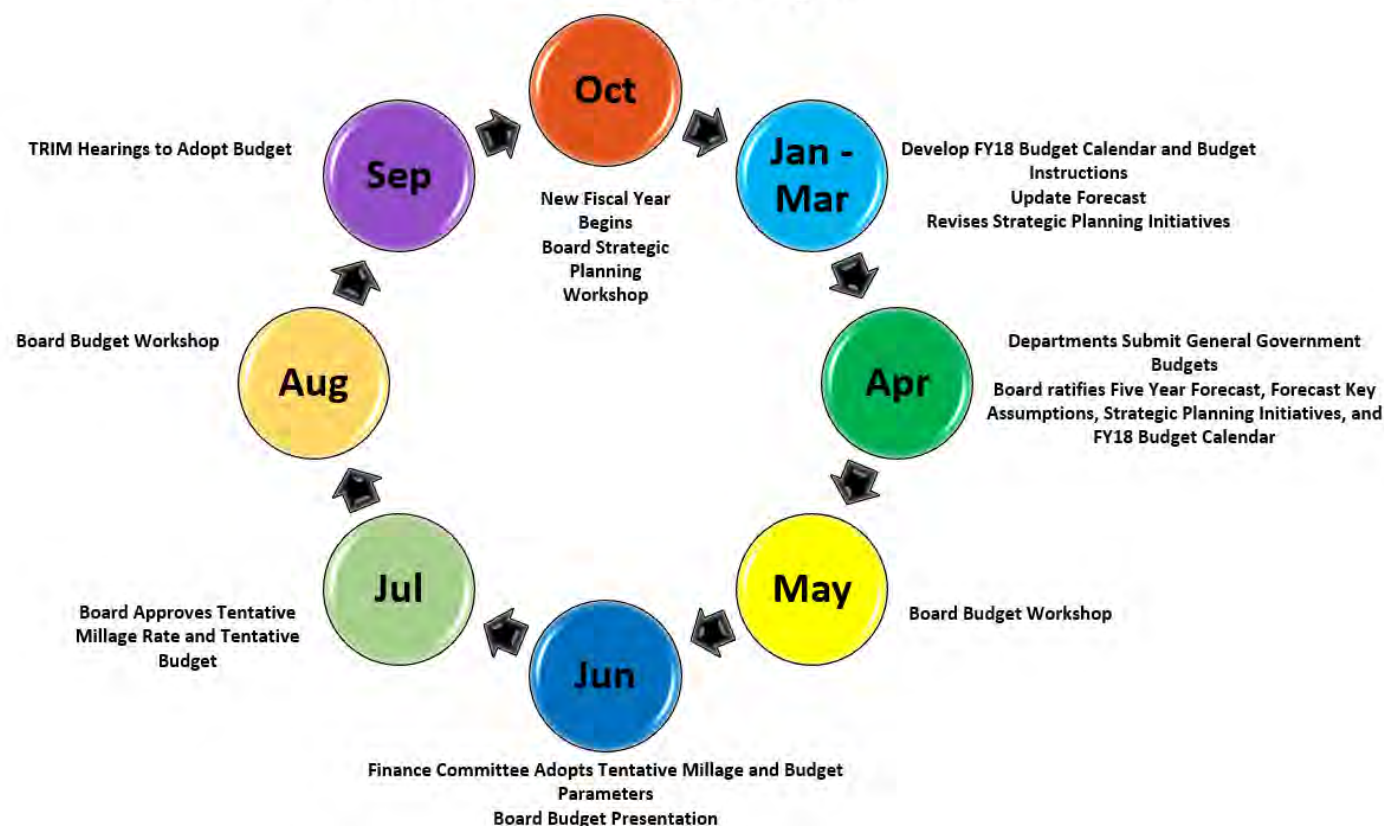
## FY18 BUDGET PROCESS

JWB's budgetary process is governed by Florida Statutes, specifically Chapters 189 and 200. Chapter 189 sets forth specific requirements for the form and content of special district budgets and their execution and amendment. Chapter 200 details the Truth in Millage (TRIM) requirements for adoption of local government ad valorem millage rates and the process and timeline to keep citizens informed.

The Juvenile Welfare Board Act Chapter 2003-320 specifies that on or before July 1st of each year, JWB shall prepare and adopt an annual written budget of its expected income and expenditures, including a contingency fund. Included in each certified budget shall be an estimate of the millage rate necessary to be applied to raise the funds budgeted for expenditures.

An outline of JWB's budget process, including the requirements set forth in Florida Statutes and JWB's Act, is provided below:

### JWB FY18 Budget Cycle





## FY18 BUDGET CALENDAR

Date*	Activity*	Participants
<i>Note: Highlighted sections are required by Florida Statutes or JWBs Act.</i>		
<b>OCTOBER 2016</b>		
October 31	Board Strategic Planning Workshop	Board Workshop
<b>JANUARY 2017</b>		
January 5	Five-Year Forecast and Forecast Key Assumptions	JWB Staff
<b>MARCH</b>		
March 6	Strategic Planning Discuss Cost Estimates for Top Recommended Funding Opportunities from Board Workshop	JWB Planning Committee
March 29	Discussion: Five-Year Forecast and Forecast Key Assumptions Strategic Planning Initiatives FY18 Budget Calendar	Finance Committee
<b>APRIL</b>		
April 6	FY18 Budget Kickoff	JWB Staff
April 13	Ratification: Five-Year Forecast and Forecast Key Assumptions Strategic Planning Initiatives FY18 Budget Calendar	Board Meeting
April 20	FY18 General Government Budget Submissions Due to Budget Staff	JWB Staff
<b>MAY</b>		
May 1	Input preliminary Children and Family Programs Allocations into GEMS	JWB Staff
May 3	Finalize FY18 General Government Budget Requests Lapse Projection	JWB Staff
May 11	Board Selects TRIM Hearing Dates	Board Meeting
May 25	Board input on strategic plans and goals for the 4 focus areas and future investments	Board Budget Workshop
<b>JUNE</b>		
June 1	Property Appraiser Delivers Preliminary Estimates of Taxable Values F.S. 200.065(7)	Budget Staff
June 8	Discussion of FY18 Proposed Budget & Revised Five-Year Forecast JWB Act Ch. 2003-320	Board Meeting
June 13	Review of Updated FY18 Proposed Budget with Board feedback	Executive Team Meeting
June 16	Budgets for Children and Family Program Allocations in GEMS due to JWB	Providers
June 21	Adopt Tentative Millage and Budget Parameters	Finance Committee

<b>JULY</b>		
July 1	Property Appraiser Certifies Taxable Values F.S. 200.065(1)	Budget Staff
July 13	Discussion of Updated FY18 Proposed Budget & Five-Year Forecast Finalize Proposed Millage Rate for Inclusion in the TRIM Notice	Board Meeting
<b>August</b>		
August 4	Property Appraiser is Notified of Proposed Millage Rate and Date/Time/Place of 1 <sup>st</sup> Public Budget Hearing F.S. 200.065(2)(b)	CEO and Budget Staff
August 21	Property Appraiser mails TRIM Notices F.S. 200.065(2)(b)	Property Appraiser
August 22	Discuss Portfolio Review Results and any Changes to the FY18 Proposed Budget	Board Budget Workshop
<b>SEPTEMBER</b>		
September 5	First Public Hearing to Adopt FY18 Tentative Millage Rate and Budget F.S. 200.065(2)(c)	Public Hearing
September 14	Advertisement of Intent to Adopt Final Millage Rates and Budget at Second Public Hearing F.S. 200.065(2)(d) and 200.065(3)	Budget Staff
September 19	Final Public Hearing to Adopt Final FY18 Budget and Millage Rate F.S. 200.065(2)(d)	Public Hearing
September 22	JWB Distributes Adopted Resolutions to the Property Appraiser, Tax Collector and State Department of Revenue F.S. 200.065(4)	Budget Staff
<b>OCTOBER</b>		
October 5	Certification of Final Taxable Values F.S. 200.065(6)	Board, JWB Staff
30 days after Resolution is approved by Board	JWB Certifies Compliance with Florida Statutes, to the Department of Revenue F.S. 200.068	JWB Staff

## GLOSSARY

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### **Ad Valorem Tax**

Also Property Tax. A tax levied in proportion to the value of the property against which it is levied.

### **Administration Budget**

The Administration budget includes appropriations for recurring and certain one-time expenditures that will be consumed in a fixed period of time to provide for day-to-day operations (e.g., salaries and related benefits; operating supplies; contractual and maintenance services; professional services, and software).

### **Administrative Cost**

Expense incurred in controlling and directing an organization, but not directly identifiable with program services. Salaries of senior executives and costs of general services (such as accounting) fall under this heading. Administrative costs are related to the organization as a whole, as opposed to expenses related to individual services.

### **Administrative Services Organization (ASO)**

A JWB department that provides fiscal services and benefit administration for JWB funded agencies to meet their administrative needs.

### **Adopted Budget**

The financial plan for the fiscal year beginning October 1. Required by law to be approved by the JWB Board at the second of two public hearings in September.

### **Appropriation**

The legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in the amount and as to the time when it may be expended. It is the act of appropriation that funds the budget.

### **Assessed Value**

A valuation set upon real estate or other property by a government as basis for levying taxes. Taxable value is then calculated based on the assessed value. The assessed value is set by the County Property Appraiser, an independent elected official.

### **Budget**

A financial plan containing an estimate of proposed revenues and expenditures for a given period (typically a fiscal year).

### **Budget Amendment**

A change to the adopted budget that does not increase or decrease the total amount of appropriations in a fund. The change must be approved by the Board, although authority for some changes (e.g., \$50,000 or less) has been delegated to the Chief Executive Officer (CEO).

### **Building Services**

A categorization of operating expenditures for services that include communication services for telephone and networks, postage expenses, the rent and lease of the building, insurance requirements, and repair and maintenance needed for the care of the building and equipment.

**Contingency**

Funding available outside JWB's annual competitive funding cycle for Emergency/Time Sensitive Requests.

**Contractual Services**

A categorization of operating expenditures for services procured independently by contract or agreement with persons, firms, corporations, or other governmental units. For JWB, this includes Professional Services, Audit Services, and Other Contractual Services.

**Department**

Organizational unit that is responsible for carrying out specific government functions or services, such as Human Resources.

**Emergency / Time Sensitive Requests**

Funding requests based upon unforeseen and exigent needs.

**Expenditure**

Decreases in fund financial resources for the cost of goods received or services rendered.

**Fiscal Year**

The 12-month financial period that begins October 1 and ends September 30 of the following calendar year.

**Fund**

An accounting entity with a complete set of self-balancing accounts established to account for finances of a specific function or activity.

**Fund Balance**

Within a fund, the resources on hand at the beginning of the fiscal year, plus revenues received during the year, less expenses, equals ending fund balance. The **Ending Fund Balance** of one fiscal year, plus lapse funds anticipated at the end of a fiscal year will be budgeted as the **Beginning Fund Balance** for that fund for the upcoming fiscal year.

**Lapse Funds**

Funds remaining from the unused budgeted amount.

**Millage Rate**

A rate applied to a property's taxable value to determine property tax due. As used with ad valorem (property) taxes, the rate expresses the dollars of tax per one thousand dollars of taxable value (e.g. - a 5 mill tax on \$1,000 equals \$5.00).

**Mission Statement**

A broad statement of purpose which is derived from organization and/or community values and goals.

**Other Operating**

A categorization of operating expenditures that includes expenses for promotional activities and costs for books, subscriptions, dues and membership fees.

**Reserve Fund**

An account used to indicate that a portion of fund equity which is, by board policy, restricted for a specific purpose or not available for appropriation and subsequent spending.

**Revenue**

The amount estimated to be received from taxes or other sources during a fiscal year.

**Statute**

A written law enacted by a duly organized and constituted legislative body.

**Statutory Fees**

A categorization of non-administration expenditures for fees local governments are required by statute to pay to the Tax Collector and Property Appraiser for the operational costs of their services.

**Taxes**

Compulsory charges levied by a government for the purpose of financing services performed for the common benefit.

**Taxable Value**

The assessed value of property minus any authorized exemptions (e.g. - agricultural, homestead exemption, Save Our Homes). This value is used to determine the amount of property (ad valorem) tax to be levied.

**Training & Supplies**

A categorization of operating expenditures that includes expenses for travel costs, conference fees, office and operating supplies, and training costs.







# OUR PRIORITIES

## ENSURING EVERY BABY IS A HEALTHY BABY

In St. Lucie County, resources like our voluntary newborn home visitation and BRAIN development programs provide supports to parents at critical times in their young baby's life. These resources, along with others, help families establish a healthy start for our newest and most vulnerable residents.

**98%**

of parents improved parenting skills, including parent-child interactions

## STOPPING CHILD ABUSE BEFORE IT STARTS

Under stress and without the proper tools, parents and caregivers often revert to how they were treated as a child, which in some cases can lead to abuse or neglect. Understanding the difficulties facing parents, our programs work to eliminate barriers like transportation and childcare to ensure the whole family is working towards success.

**98%**

of parents improved parenting skills including skills to prevent child abuse or neglect

## KEEPING KIDS OFF THE STREETS

Every afterschool program supported by the Children's Services Council focuses on academics, physical activity, social interaction and builds positive decision making skills to prevent youth from joining gangs or becoming involved in the Department of Juvenile Justice.

**86%**

of youth improved or maintained their academic performance

## KEEPING THEM IN SCHOOL

In order for a child to be successful in school, they first have to show up ready to learn. Children's Services Council provides resources to students that offer access to healthcare, reading mentors for struggling students and family support to ensure school attendance.

**93%**

of children in participating programs reduced their rate of unexcused absences

## KEEPING THEM OFF DRUGS ALCOHOL AND OTHER RISKY BEHAVIORS

Children's Services Council believes in supporting programs that educate youth and their parents on the realities of drug and alcohol use and teen pregnancies to drive realistic family discussions about the consequences of those behaviors.

**93%**

of teen mothers did not become pregnant

## OUR IMPACT

**82%**

of St. Lucie County  
births received a  
Nurse Home visit

**96.9%**

of St. Lucie County  
children are insured. This  
is up from **89.5%** in FY  
2014-2015.

**97%**

of parents increased knowledge of  
early brain development and  
child development leading to  
school readiness

**95%**

of children improved  
coping skills including  
anger management,  
empathy & self-control

**99.5%**

of families increased  
skills to prevent child  
abuse as evidence  
by no reports of  
abuse or neglect

*"With everything that has happened  
to me, my support worker Val has  
always been by my side, pushing and  
motivating me to continue to do  
what's best for me and my family."*

Jazmine  
Healthy Families Participant

**87%**

of participating youth  
had less than 3 absences  
each quarter

**99.7%**

of youth increased judgment,  
decision making and social  
interaction skills to avoid  
juvenile delinquency referrals

**1,000+**

additional youth participated in  
new or expanded summer learning  
programs focused on preventing  
summer learning loss

**2,000+**

children of working  
parents were enrolled  
in quality child care

**79%**

of children in  
participating programs  
improved their  
reading skills

*"I loved seeing how excited he was  
to learn and grow. It was fun to use  
his energy to make letters and write  
words."*

Latifah  
AmeriCorps Reads Volunteer

**97%**

of youth improved  
knowledge of human  
development, sexual  
health, STIs & pregnancy

**99.5%**

of teens participating  
in programs did NOT  
become pregnant

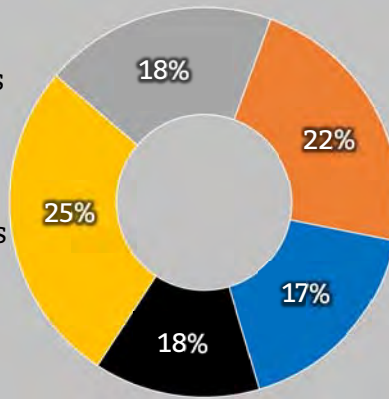
**100%**

of children increased knowledge  
about alcohol, tobacco and  
other drugs (and reported  
decreased substance use and other  
risky behaviors)

**BUDGET: FY 2015-2016**

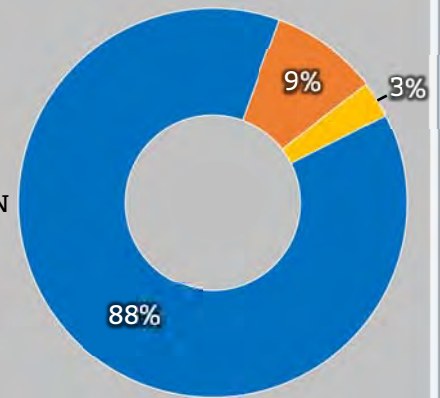
**SPENDING BY PRIORITY AREA**

- ENSURING EVERY BABY IS A HEALTHY BABY
- KEEPING KIDS IN SCHOOL
- STOPPING CHILD ABUSE & BUILDING STRONG FAMILIES
- KEEPING KIDS AWAY FROM DRUGS & RISKY BEHAVIORS
- KEEPING KIDS OFF THE STREETS



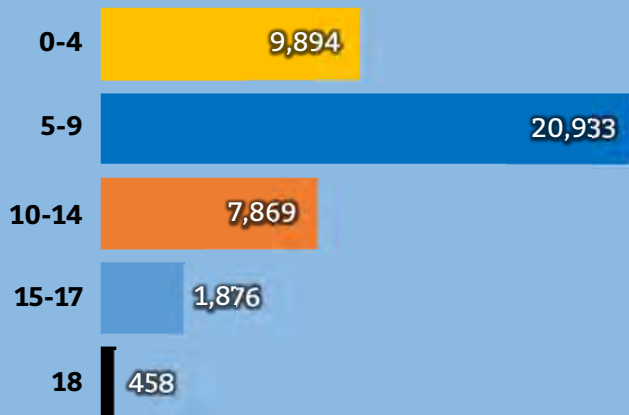
**TOTAL SPENT: \$7,293,433**

- PROGRAMMING
- ADMINISTRATION
- COLLECTION



**NUMBERS SERVED**

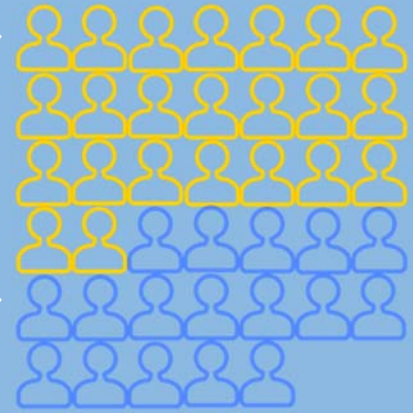
**SERVED BY AGE GROUP**



**SERVED BY CITY**

**PORT ST. LUCIE**  
23,699\*

**FORT PIERCE**  
17,331\*



\*represents aggregate total of children served

Our investments helped draw down an additional  
**\$4.7 million**  
to our community from other funding sources...

...and provided for more than  
**400**  
jobs in our funded programs.

**ST. LUCIE READS**

ENGAGE • MENTOR • DONATE

Growing great readers starts with YOU! With the help of our community, we've established more than 40 LITTLE LIBRARIES and distributed more than 10,000 books since 2014. Find out how you can get involved.

[WWW.STLUCIEREADS.ORG](http://WWW.STLUCIEREADS.ORG)



To learn more about programs funded by Children's Services Council download our free app in the Appstore or Android Marketplace.



ALACHUA COUNTY  
BOARD OF COUNTY COMMISSIONERS

**ORDINANCE 18-XX**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY; PROVIDING FOR THE CREATION OF A COUNTYWIDE INDEPENDENT SPECIAL DISTRICT TO PROVIDE CHILDREN'S SERVICES THROUGHOUT ALACHUA COUNTY; PROVIDING FOR A GOVERNING BOARD TO BE KNOWN AS THE CHILDREN'S TRUST OF ALACHUA COUNTY; PROVIDING FOR THE MEMBERSHIP POWERS AND DUTIES OF THE COUNCIL; PROVIDING FINANCIAL REQUIREMENTS AND BUDGET PROCEDURES; PROVIDING FOR AUTHORIZATION OF THE LEVY OF AD VALOREM TAXES NOT TO EXCEED ONE-HALF MILL; PROVIDING FOR A REFERENDUM AND A BALLOT QUESTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Alachua County Board of County Commissioners established a Children's Services Advisory Board on August 24, 2016, appointed members with advanced expertise in early childhood development, and appropriated funds for innovative and collaborative programs; and

**WHEREAS,** during its meeting of April 12, 2017, the Children's Services Advisory Board took action to formally recommend to the Alachua County Board of County Commissioners to establish an independent Children's Trust and to hold a referendum on the creation of an independent special district; and

**WHEREAS,** the Children's Services Advisory Board has worked to implement a Healthy Baby Nurse Home Visit Program, a Transform Professional Development for Early Care

1 and Education Providers program, and has worked to address the social and emotional needs of  
2 young children and family supports; and

3 **WHEREAS**, the Children’s Services Advisory Board has determined these innovative  
4 initiatives will assure all Alachua County children are ready for success when entering  
5 kindergarten; and

6 **WHEREAS**, section 125.901, Florida Statutes, authorizes the County to create an  
7 independent special district to provide children's services for all children, from 0 to 18 years of  
8 age; and

9 **WHEREAS**, in 2016 the Board of County Commissioners contracted with the  
10 WellFlorida Council Inc., to conduct an assessment of Alachua County children’s needs; and

11 **WHEREAS**, the Children’s Services Advisory Board analyzed the needs assessment in  
12 detail and discussed its findings; and

13 **WHEREAS**, the Children’s Services Advisory Board concluded that the community can  
14 benefit from increased awareness of recognizing the typical stages of growth and development in  
15 children birth to age five; and

16 **WHEREAS**, the very early years of a newborn’s brain development is critical to success  
17 later in adult life; and

18 **WHEREAS**, there is a need to help Alachua County residents cope with the stress of  
19 parenting to assure positive relationships between parents and children, which can reduce the  
20 prevalence of child abuse and neglect; and

21 **WHEREAS**, the needs assessment identified that parents can benefit from knowing what  
22 to look for in quality early learning and care services and understanding developmentally  
23 appropriate early childhood education including what makes a child “ready for school”; and

1       **WHEREAS**, a recent study on Racial Inequity in Alachua County identified significant  
2   disparity in educational opportunities and concluded that providing a high quality educational  
3   experience will lead to a successfully educated resident who will have a higher lifetime income,  
4   better employment opportunities, and less likelihood to become involved in the criminal justice  
5   system; and

6       **WHEREAS**, it is the intent of the Board of County Commissioners to create an  
7   independent special district with taxing authority if approved by a majority vote of the qualified  
8   electors of Alachua County voting in a November 6, 2018 referendum; and

9       **WHEREAS**, the Board of County Commissioners has determined that it would serve the  
10   public interest to establish said independent special district within Alachua County.

11       **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**  
12   **COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:**

13       **SECTION 1.** Chapter 26, Children's Services Independent Special District, is created:

14   **Chapter 26. Children's Trust, Independent Special District.**

15   **Section 26.01. Creation of an Independent Special District; Creation of Children's Trust.**

16       Subject to the approval of a majority of the qualified electors of Alachua County voting  
17   in a November 6, 2018, referendum, there is hereby created an independent special district to  
18   provide children's services throughout Alachua County. The boundaries of the District shall be  
19   coterminous with the boundaries of Alachua County. The governing body of the District shall be  
20   a board of directors to be known as the Children's Trust of Alachua County.

21  
22   **Section 26.02. Membership.**

23       The Children's Trust shall consist of 10 members, selected as follows:



a. The superintendent of schools; a local school board member, chosen by a majority of the School Board of Alachua County; the district administrator from District III of the Department of Children and Family Services, or his or her designee who is a member of the Senior Management Service or of the Selected Exempt Service; one member of the County Commission, chosen by a majority of the Alachua County Board of County Commissioners; and a judge assigned to juvenile cases who shall sit as a voting member of the board, except that said judge shall not vote or participate in the setting of ad valorem taxes under this section. If there is more than one judge assigned to juvenile cases in Alachua County, the chief judge of the 8th Judicial Circuit shall designate which judge shall serve on the board. All of the proceeding members shall serve 4-year terms effective January 1, 2019.

b. The remaining five members shall be appointed by the Governor, and shall, to the extent possible, represent the demographic diversity of the population of Alachua County. After soliciting recommendations from the public, the Alachua County Board of County Commissioners shall submit to the Governor the names of at least three persons for each vacancy occurring among the five members to be appointed by the Governor, and the Governor shall appoint members to the council from the candidates nominated. The Governor shall make a selection within a 45-day period or request a new list of candidates. All members appointed by the Governor shall have been residents of the Alachua County for the previous 24-month period. Such members shall be appointed for 4-year terms, except that the length of the terms of the initial appointees shall be for 2 years. The Governor may remove a member for cause or upon the written petition of a majority of the County Commission plus one. If any of the members of the council required to be appointed by the Governor under the provisions of this subsection shall resign, die, or be removed from office, the vacancy thereby created shall, as soon as practicable,

be filled by appointment by the Governor, using the same method as the original appointment, and such appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies, or is removed from office.

**Section 26.03. Powers and Duties.**

a. The Children's Trust of Alachua County shall have the following powers and duties:

1. To provide and maintain in the County such preventive, developmental, treatment, and rehabilitative services for children as the council determines are needed for the general welfare of the County.
2. To provide such other services for all children as the council determines are needed for the general welfare of the County.
3. To allocate and provide funds for other agencies in the County which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.
4. To collect information and statistical data which will be helpful to the council in deciding the needs of children in the County.
5. To consult with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.
6. To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done except for cash with funds on hand or secured by funds deposited in financial institutions. Nothing in this Chapter shall be construed to authorize the

1 issuance of bonds of any nature.

2 7. To employ and pay, on a part-time or full-time basis, personnel needed to  
3 execute the foregoing powers and functions.

4 8. To enter into agreements with government agencies to provide administrative  
5 services.

6 9. All powers, functions, and duties specified in Section 125.901, Florida  
7 Statutes.

8 b. The Children's Trust of Alachua County shall:

9 1. Immediately after the members are appointed, elect a chair and vice chair  
10 from among its members, and elect other officers as deemed necessary by the  
11 council.

12 2. Immediately after the members are appointed and officers are elected, identify  
13 and assess the needs of the children in Alachua County and submit to the  
14 County Commission of Alachua County a written description of:

15 i. The activities, services, and opportunities that will be provided to  
16 children.

17 ii. The anticipated schedule for providing those activities, services, and  
18 opportunities.

19 iii. The manner in which children will be served, including a description  
20 of arrangements and agreements which will be made with community  
21 organizations, state and local educational agencies, federal agencies,  
22 public assistance agencies, the juvenile courts, foster care agencies,  
23 and other applicable public and private agencies.

iv. The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.

v. The manner in which the council will seek and provide funding for unmet needs.

vi. The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

3. Provide training and orientation to all new members sufficient to allow them to perform their duties.

4. Make and adopt bylaws and rules for the council's guidance, operation, governance, and maintenance, provided such rules are not inconsistent with federal or state laws or county ordinances.

5. Provide an annual written report, to be presented no later than January 1, to the County Commission of Alachua County. The annual report shall contain, but not be limited to the following information:

i. Information on the effectiveness of activities, services, and programs offered by the council, including cost-effectiveness.

ii. A detailed anticipated budget for continuation of activities, services, and programs offered by the council, and a list of all sources of requested funding, both public and private.

iii. Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.

- 1                   iv. A description of the degree to which the council's objectives and  
2                   activities are consistent with the goals of this section.
- 3                   v. Detailed information on the various programs, services, and activities  
4                   available to participants and the degree to which the programs,  
5                   services, and activities have been successfully used by children.
- 6                   vi. Information on programs, services, and activities that should be  
7                   eliminated; programs, services, and activities that should be continued;  
8                   and programs, services, and activities that should be added to the basic  
9                   format of the Children's Trust.
- 10           c. The council shall maintain minutes of each meeting, including a record of all votes  
11           cast, and shall make such minutes available to any interested person.
- 12           d. Members of the council shall serve without compensation, but shall be entitled to  
13           receive reimbursement for per diem and travel expenses consistent with the  
14           provisions of section 112.061, Florida Statutes.
- 15           e. All financial records and accounts relating to the district shall be available for audit  
16           by state auditors as they are assigned from time to time to audit the affairs of the  
17           County officials. If no annual audit of the District is conducted by the State, the  
18           council shall cause an independent audit of the District to be conducted.
- 19           f. Within 10 days, exclusive of weekends and legal holidays, after the expiration of each  
20           quarter annual period, the Children's Trust shall cause to be prepared and filed with  
21           the County Commission of Alachua County a financial report which shall include the  
22           following:
- 23               1. The total expenditures of the council for the quarter annual period.

2. The total receipts of the council during the quarter annual period.

3. A statement of the funds the council has on hand, has invested, or has deposited with qualified public depositories at the end of the quarter annual period.

4. The total administrative costs of the council for the quarter annual period.

**Section 26.04. Fiscal Year.**

a. The fiscal year of the District shall be the same as that of Alachua County.

b. On or before July 1 of each year, the Children's Trust of Alachua County shall prepare and adopt an annual written budget of its expected income and expenditures, including a contingency fund. The written budget shall be certified and delivered to the Board of County Commissioners on or before July 1 of each year. Included in each certified budget shall be an estimate of the millage rate necessary to be applied to raise the funds budgeted for expenditures, which millage rate shall not exceed a maximum of 0.5 mills of assessed valuation of all properties within the County which are subject to County taxes.

c. The budget of the Children's Trust so certified and delivered to the Board of County Commissioners shall not be subject to change or modification by the Board of County Commissioners or any other authority.

**Section 26.05. Levying of Ad Valorem Taxes.**

In order to provide funds for the Children's Trust of Alachua County, the council may levy ad valorem taxes annually on all taxable property in the County in an amount not to exceed one-half mill, provided that the authority to levy such taxes has been approved by a majority vote



1 of the electors of the District voting in the Countywide Election to be held in accordance with the  
2 requirements of the constitution and the laws of Florida and as set forth in this chapter. The tax  
3 shall be assessed, levied, and collected in the same manner and at the same time as is provided  
4 by law for the levy, collection, and enforcement of collection of County taxes. All tax money  
5 collected under this Chapter, as soon after the collection thereof as is reasonably practicable,  
6 shall be paid directly to the Children's Trust by the Tax Collector of the County and all other  
7 applicable County officials. The moneys so received by the Children's Trust shall be deposited  
8 in qualified public depositories, as defined in section 280.02, Florida Statutes, in accounts  
9 specifically for the council and shall be withdrawn only by checks signed by the chair of the  
10 council and countersigned by one other member of the council or by a chief executive officer  
11 who shall be so authorized by the council. The chair and the other member of the council who  
12 signs the council's checks shall each give a surety bond in the amount of \$1,000 for each \$1  
13 million or portion thereof of the council's annual budget, which bond shall be conditioned that  
14 each shall faithfully discharge the duties of their office. The premium on such bond may be paid  
15 by the District as part of the expense by the council. No other member of the council shall be  
16 required to give bond or other security. No funds of the council shall be expended except by  
17 check as aforesaid, except expenditures of petty cash account which shall not at any time exceed  
18 \$100. All expenditures from petty cash shall be recorded on the books and records of the  
19 Children's Trust. No funds of the council, except the expenditure of petty cash, shall be  
20 expended without prior approval of the council, in addition to the budgeting thereof.

21 **Section 26.06. Referendum.**

22 The authority of the Children's Trust Special District to levy up to 0.5 mill to carry out the  
23 purposes and intent of this ordinance and to do all things necessary to fund the Children's Trust

and the independent district created hereby shall be presented to the County electorate by placing a question on the November 2018 general election ballot. The Supervisor of Elections of Alachua County shall place the following question on the November 6, 2018, general election ballot:

**CHILDREN'S TRUST OF ALACHUA COUNTY - AUTHORITY TO LEVY  
ONE-HALF MILL AD VALOREM TAXES**

IN ORDER TO PROVIDE DEVELOPMENTAL, PREVENTIVE, AND SUPPORTIVE SERVICES FOR CHILDREN, SHOULD AN INDEPENDENT SPECIAL DISTRICT TITLED "THE CHILDREN'S TRUST OF ALACHUA COUNTY" BE CREATED AND BE AUTHORIZED TO LEVY AN ANNUAL AD VALOREM TAX NOT TO EXCEED ONE-HALF (½) MILL FOR 12 YEARS?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

SECTION 2. Inclusion in the Code, Scrivener's Error. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Laws and Ordinances of Alachua County, Florida; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the County Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the Clerk of the Circuit Court.

SECTION 3. Ordinance to be Liberally Construed. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

1           SECTION 4. Modification. It is the intent of the Board of County Commissioners that  
2 the provisions of this ordinance may be modified as a result of considerations that may arise  
3 during public hearings. Such modifications shall be incorporated into the final version of the  
4 ordinance adopted by the Board and filed by the Clerk to the Board.

5           SECTION 5. Severability. It is the declared intent of the Board of County  
6 Commissioners that, if any section, subsection, sentence, clause, phrase, or provision of this  
7 ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity  
8 or unconstitutionality shall not be so construed as to render invalid or unconstitutional the  
9 remaining provisions of this ordinance.

10          SECTION 6. Repealing Clause. All Alachua County ordinances and resolutions, or  
11 portions thereof, in conflict with this ordinance are, to the extent of such conflict, repealed.

12          SECTION 7. Effective Date. A certified copy of this ordinance shall be filed with the  
13 Department of State by the Clerk of the Board of County Commissioners within ten (10) days  
14 after enactment by the Board of County Commissioners. This ordinance shall become effective  
15 only if approved by a “yes” vote of the majority of those voting on the question posed in a  
16 November 6, 2018, referendum. If the majority of those voting do not vote “yes” to the question  
17 posed, the District shall not be created and this ordinance shall be of no force and effect. The  
18 effective date of the creation of the special district, if approved by referendum, shall be  
19 December 1, 2018.

20          DULY ADOPTED in regular session, this \_\_\_\_ day of \_\_\_\_\_, 2018 A.D.

21                                   BOARD OF COUNTY COMMISSIONERS OF  
22                                   ALACHUA COUNTY, FLORIDA  
23

24                                   By: \_\_\_\_\_  
25                                   Lee Pinkoson, Chair  
26

1  
2 ATTEST:  
3

4 \_\_\_\_\_  
5 Jesse K. Irby, II  
6 Clerk of Court

7 (SEAL)  
8

APPROVED AS TO FORM

\_\_\_\_\_  
Alachua County Attorney

## Timeline of a Children's Services Council's First Year of Operation

<b>November 6, 2018</b>	Referendum approved by the voters.
<b>December 2018</b>	BOCC submits to the Governor the names of at least three persons for the five vacancies on the children's services council.
<b>January 2019</b>	The Governor shall make a selection within a 45-day period or request a new list of candidates.
<b>February 2019 – May 2019</b>	<p>Immediately after the members are appointed and officers are elected, the children's services council must identify and assess the needs of the children in the county served by the council and submit to the governing body of each county a written description of:</p> <ul style="list-style-type: none"> <li>a) The activities, services, and opportunities that will be provided to children.</li> <li>b) The anticipated schedule for providing those activities, services, and opportunities.</li> <li>c) The manner in which children will be served, including a description of arrangements and agreements which will be made with community organizations, state and local educational agencies, federal agencies, public assistance agencies, the juvenile courts, foster care agencies, and other applicable public and private agencies and organizations.</li> <li>d) The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.</li> <li>e) The manner in which the council will seek and provide funding for unmet needs.</li> <li>f) The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.</li> </ul>
<b>July 1, 2019</b>	<ul style="list-style-type: none"> <li>○ Deadline for the children's services council to prepare a tentative annual written budget including a contingency fund and a proposed millage rate.</li> <li>○ Property appraiser provides certified taxable property values.</li> </ul>
<b>August 5, 2019 Deadline</b> (35 days after Property Appraiser certifies the tax roll)	Children's services is required to provide the Property Appraiser with the proposed millage rate and the time, date, and location of the tentative budget hearing
<b>September 2019</b>	Children's services council must hold two statutorily required public hearings on adopting the budget and millage rates
<b>October 1, 2019</b>	Beginning of the fiscal year.
<b>January 1, 2020</b>	Children's services council is required Present an annual written report to the BOCC no later than January 1.

## Comparative Summary of Dependent Special Districts for Children's Services

County	Name	Year Est.	Membership	Dedicated Millage Rate	Annual Ad Valorem Tax Revenue
Duval	Kids Hope Alliance (Formerly Jacksonville Children's Commission)	1993	12 Members: (7) Members appointment by the Mayor and confirmed by the City Council; (4) Subject Matter Experts; (1) City Council Liaison	N/A	\$29.9 million
Indian River	Children's Services Advisory Committee	1990	13 Members: (5) Members appointed by the BOCC (2) At-Large Appointments; (1) Board member (1) Judge; (1) Superintendent of Schools; (1) Department of Children and Families District Administrator; (1) County Health Department Administrator (1) Law enforcement officer	Up to .1250	\$1.6 million
Lake	Children's Services Council	1997	15 Members: (10) Members appointed by the BOCC (3) At-Large members; (1) Department of Children and Families representative; (1) School Board member; (1) Non-voting BOCC liaison	N/A	\$175,761
Manatee	Children's Services Advisory Board	1990	13 Members: (5) Child advocates; (1) Physician; (1) Licensed mental health advocate; (1) NAACP member; (1) Criminal justice representative; (1) School Board member; (1) Department of Children and Families representative; (1) United Way of Manatee representative; (1) Judge/Representative from Family Law Division	.03333	\$11 million



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #14**

# Leon County Board of County Commissioners

## Agenda Item #14

March 27, 2018

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

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

**Title:** Status Update on the Proposed Restructuring of the Community Redevelopment Agency

<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>	Ken Morris, Assistant County Administrator Nicki Paden, Management Analyst

### **Statement of Issue:**

This status update seeks the Board's authorization for the County Administrator to finalize the proposed restructuring of the Community Redevelopment Agency (CRA) as approved by the Board on February 27, 2018 but without the additional changes to the ongoing Tourist Development cultural funding allocation process approved by a separate motion at that meeting to be considered in the negotiations with City.

### **Fiscal Impact:**

The proposed restructuring of the CRA has a fiscal impact as described in greater detail in the February 27<sup>th</sup> agenda item including a \$23 million overall savings to the County. The proposed restructuring will provide the desired funding for the County to offset a portion of the revenue loss associated with the possible additional Homestead Exemption and provides additional long-term savings by reducing the County's overall contributions to the CRA.

### **Staff Recommendation:**

See next page.

**Staff Recommendation:**

- Option #1: Accept the status update on the proposed restructuring of the Community Redevelopment Agency.
- Option #2: Direct the County Administrator to proceed with finalizing the proposed restructuring of the Community Redevelopment Agency, in a form to be approved by the County Attorney, which shall be brought back to the Board for approval on April 24, 2018 and include the following elements:
- A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
    - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
  - B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
  - C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
  - D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
  - E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.

## **Report and Discussion**

### **Background:**

Based on previous Board direction, the County Administrator and City Manager entered into negotiations to sunset the County's participation in the Downtown Community Redevelopment Agency (CRA). The County Administrator and Interim City Manager explored in good faith opportunities to balance the short- and long-term goals of their respective organizations, resolve long standing differences with regard to the CRA, and present a solution that serves the best interest of all affected stakeholders.

The proposed restructuring, as presented in the February 27<sup>th</sup> agenda item and approved by the Board, includes the following elements (Attachment #1):

- A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
  - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
- B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
- C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
- D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
- E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.

Additionally, the Board also approved a separate motion to include in the negotiations with the City the return of the County's authority over the unallocated Tourist Development Tax (TDT) funds designated for cultural funding. Pursuant to the existing interlocal agreement, the current process requires the County, the City and the CRA to approve the allocation of these funds.

On February 28, 2018, the City of Tallahassee approved the proposed restructuring of the CRA. However, the City did not approve the additional changes to the ongoing Tourist Development cultural funding allocation process.

Regarding the Tourist Development cultural funding allocation process, since the Third Amendment to the CRA Interlocal Agreement in 2014, approximately \$5.1 million of TDT has been set aside for projects, programs and expenses related to culture, visual arts, and heritage in either of the CRA Districts (Attachment #2). The CRA Board is charged with making recommendations for the utilization of these funds which are subject to final approval by both the County and City Commissions. To date, \$2.25 million of the TDT funds has been allocated by the County and City for the Capital City Amphitheater support space to be constructed as part of the North American Properties redevelopment project adjacent to Cascades Park.

Currently, the cultural funding allocation process approved by the CRA (and consistent with the existing Interlocal Agreement) to allocate the remaining TDT funding is underway and is expected to award all of the designated TDT funds upon its completion.

This agenda item provides the Board an update on action taken by the City Commission at its February 28<sup>th</sup> meeting, the status of CRA's ongoing grant process for the remaining \$2.9 million of TDT, and the recommended next steps in order to effectuate the proposed restructuring of the CRA.

**Analysis:**

Immediately following the Board's approval of the proposed restructuring of the CRA, the City Commission took up the issue at its meeting on February 28, 2018 (Attachment #3). The City Commission approved the restructuring as proposed by the City Manager and County Administrator (elements A-E on page 3 in the Background section of this agenda item); however, the City Commission did not affirm the changes to the TDT allocation sought by the Board.

As previously mentioned, the CRA Board is charged with making recommendations to the County and City Commissions for the utilization of the TDT funds once dedicated to the performing arts center. Approximately \$2.9 million of TDT funds remain available for projects, programs and expenses related to culture, visual arts, and heritage in either of the CRA Districts. On May 25, 2017, the CRA Board approved the creation of the Arts and Culture Review Committee (ACRC) in an effort to identify, evaluate, and recommend potential proposals for the utilization of the remaining TDT balance (Attachment #4). The six-member committee consists of representatives from the Leon County Tourist Development Council, the Council on Culture and Arts, the Tallahassee Downtown Improvement Authority, the Knight Creative Communities Initiative, and one representative from both the Frenchtown/Southside Citizen Advisory Committee and the Downtown Redevelopment Commission.

ACRC has provided guidance to CRA staff for the development of a two-phased process for the review and ranking of funding requests for the allocation of TDT toward proposed projects, programs and expenses related to culture, visual arts, and heritage. The application process is based on objectives from the Capital Area Cultural Plan and feedback gathered from the arts, cultural, and general community. Once applications are received, the ACRC will review and rank funding requests based on evaluation criteria approved by the CRA Board during their May 25, 2017 meeting. Following this review, funding requests will be forwarded to the Leon County Tourist Development Council prior to consideration by the CRA Board and final approval by the County and City Commissions.

At this time, CRA staff anticipates opening the application process by the last week of March 2018. This process is consistent with the terms of the CRA Interlocal Agreement and the policy guidance provided by the CRA Board. An update on the ACRC's application/review process and timeline will be provided at the CRA meeting on March 22, 2018. County Tourism staff will continue to work with the ACRC throughout their efforts to identify, evaluate, and recommend proposals for the utilization of the remaining TDT funds.

Based on the mutual support for elements A-E of the proposed restructuring, the City Commission not consenting to the reassignment of the remaining \$2.9 million in TDT funds to the County's sole discretion, and the ongoing arts and culture grants process consistent with the Interlocal Agreement, staff recommends proceeding with the CRA restructuring as initially proposed and approved by the Board. Staff will coordinate with the City to prepare an interlocal agreement and any other necessary legal documents to be formally executed by each party as follows:

- March 22<sup>nd</sup> CRA Meeting: Finding of Necessity to expand the Frenchtown/Southside CRA.
- April 24<sup>th</sup> County Commission Meeting: Approval of the Interlocal Agreement for the proposed restructuring of the CRA and the Finding of Necessity to expand the Frenchtown/Southside CRA.
- April 25<sup>th</sup> City Commission Meeting: Approval of the Interlocal Agreement for the proposed restructuring of the CRA.
- May 23<sup>rd</sup> City Commission Meeting: Public Hearing to adopt the Finding of Necessity to expand the Frenchtown/Southside CRA.
- May 24<sup>th</sup>, CRA Meeting: Final Adoption of the Interlocal Agreement for the proposed restructuring of the CRA (the final CRA meeting to include County Commissioner participation).

The anticipated schedule provides the County and City the opportunity to review and approve the formal documents so that the financial restructuring can be implemented by the start of FY 2019. County Commissioners' final meeting serving on the CRA Board would be May 24, 2018.

**Options:**

1. Accept the status update on the proposed restructuring of the Community Redevelopment Agency.
2. Direct the County Administrator to proceed with finalizing the proposed restructuring of the Community Redevelopment Agency, in a form to be approved by the County Attorney, which shall be brought back to the Board for approval on April 24, 2018 and include the following elements:
  - A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
    - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
  - B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
  - C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.



- D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
  - E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.
- 3. Do not accept the status update on the proposed restructuring of the Community Redevelopment Agency and direct the County Administrator to discontinue the proposed restricting until the City agrees to reassign the remaining \$2.9 million in Tourist Development Tax funds to the sole discretion of the County.
  - 4. Board direction.

**Recommendation:**

Options #1 & #2.

**Attachments:**

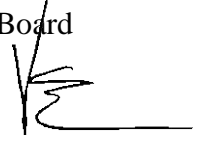
- 1. February 27, 2018 Agenda Item on the Proposed Restructuring of the County's Participation in the Community Redevelopment Agency
- 2. December 11, 2014 Third Amendment to Interlocal Agreement
- 3. February 28, 2018 City Commission Agenda Item on the Proposed Restructuring of the County's Participation in the Community Redevelopment Agency
- 4. May 25, 2017 CRA Agenda Item Regarding the Creation of the Arts and Culture Review Committee

# Leon County Board of County Commissioners

## Agenda Item #14

February 27, 2018

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

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

**Title:** Proposed Restructuring of the County's Participation in the Community Redevelopment Agency

<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>	Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship Nicki Paden, Management Analyst

### **Statement of Issue:**

This agenda item seeks Board consideration of a proposed restructuring of the County's participation in the Community Redevelopment Agency (CRA), including significant reductions in the County's total financial contribution to the CRA and elimination of County Commissioner membership on the CRA Board. This proposed restructuring greatly benefits the County by providing a long-term savings of \$23 million and the short-term cash flow necessary to implement the FY 2020 Fiscal Plan approved by the Board to address anticipated revenue losses associated with the additional Homestead Exemption.

This proposed restructuring of the CRA is the culmination of ongoing negotiations, proposals, and policy options dating back to the Board's 2016 Annual Retreat with the approval of the following strategic initiative:

*Evaluate sunseting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County's partnership with the City (2016-9).*

The City Commission is expected to consider this proposed restructuring at its next meeting on February 28, 2018.

### **Fiscal Impact:**

This item has a fiscal impact. The proposed restructuring will provide adequate funding for the County to satisfy the impacts of the possible additional Homestead Exemption and provides additional long-term savings by reducing the County's overall contributions to the CRA as follows:

Title: Proposed Restructuring of the County's Participation in the Community Redevelopment Agency  
February 27, 2018  
Page 2

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- \$23 million in overall savings to the County by adopting the proposed restructuring.
- FY 2019 – FY 2023: \$1.0 million growing to \$1.4 million in annual reduced payments from the County to the CRA as a result of equalizing the County and City's contribution rates to the Frenchtown/Southside CRA District.
- Beginning in FY 2024: Annual payments to the CRA would be reduced by an additional \$1.8 million to a total of \$3.3 million through the elimination of the County's contribution to the Downtown CRA District. Total savings from the discontinuance of Downtown CRA payments are estimated at \$29.2 million. (Note: the County would still make contributions for Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
- By extending the County's investment in the Frenchtown/Southside CRA District from 2030 to 2038, the County's overall contribution would increase by \$6.3 million over the life of the District. The City would contribute an additional \$22.7 million for a total increase in funding of \$29 million to the Frenchtown/Southside CRA District.

**Staff Recommendation:**

- Option #1: Accept the proposed restructuring of the County's participation in the Community Redevelopment Agency and direct the County Administrator to finalize the terms with the City, in a form to be approved by the County Attorney, which shall be brought back to the Board for approval on April 10, 2018 and include the following elements:
- A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
    - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
  - B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
  - C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
  - D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
  - E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.

Title: Proposed Restructuring of the County's Participation in the Community Redevelopment Agency  
February 27, 2018  
Page 3

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## **Report and Discussion**

### **Background:**

This agenda item seeks the Board's acceptance of a proposed restructuring of the County's participation in the Community Redevelopment Agency (CRA) including significant reductions in the County's financial contribution to the CRA and elimination of County Commissioner membership on the CRA Board. The City Commission is expected to consider this proposed restructuring at its next meeting on February 28, 2018.

Since December 2016, the County and City Commissions have considered the County's desired withdrawal from the Downtown CRA District (DT CRA) during their respective annual retreats, budget workshops, and Commission meetings. Both Commissions and the CRA Board have examined various phaseout options and policy considerations which were most recently presented in an October 24, 2017 status report to the Board (Attachment #1). At that time, the Board directed the County Administrator to:

- Bring back an amendment to the DT CRA Interlocal Agreement by February 2018 to sunset the County's participation by FY 2020, subject to the support of the City Commission, based on Phaseout Options #2 or #4 as presented in that agenda item;
- Cease consideration for the expansion of an existing CRA District or the creation of a new CRA District until an agreement has been executed to sunset the County's participation in the Downtown CRA by FY 2020; and
- Bring back a revised fiscal plan during the FY 2019 budget process if there is no agreement to phase out the County's financial participation in the DT CRA.

Related to the redevelopment and economic vitality of the Downtown, Frenchtown, and Southside areas, the Board also directed OEV to bring back an agenda item on possible alternative programs that could be implemented in these areas including the former state Enterprise Zone incentives. A status report on alternative programs will be presented by OEV in a separate agenda item at a later date.

Following the Board's October 24, 2017 meeting, the County Administrator immediately summarized the Board's guidance in a letter provided to the City Manager in time for the City Commission's deliberations the following evening on October 25<sup>th</sup> (Attachment #2). At that meeting, the City Commission unanimously supported a hybrid concept that would narrow the focus of the DT CRA by eliminating funding for events and business improvement grants, focusing on public infrastructure and large private projects that "pay for themselves," and fulfilling the financial commitments for all of the previously approved projects (Attachment #3). The City's hybrid proposal was designed to refine the expenses of the DT CRA and thereby reduce the County and City increment revenue contributions by an indeterminate amount starting in FY 2020 through the expiration of the DT CRA in FY 2034.

The City has also taken the position that upon any restructuring of the County's financial participation in the DT CRA, it wishes to remove County Commissioner participation on the CRA Board. Since the CRA Board governs both CRA Districts as required by Florida law, this

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would also remove the County's participation and oversight in the Greater Frenchtown/Southside CRA District (F/S CRA) for which the County contributed \$1.7 million in FY 2018 based on the County's full millage rate and more than double the City's contribution.

Although the County and City Commissions offered different policy guidance at their respective meetings in October, there remained mutual interest and opportunity to explore modifications to the existing CRA Districts leading the County Administrator and the Interim City Manager to continue negotiations throughout this period to further the goals and objectives of the two local governments. This agenda item presents the product of these negotiations which provides for a multifaceted restructuring of both the Downtown and Frenchtown/Southside CRA Districts including the County's financial participation and governance roles.

Should the Board choose not to accept the proposed restructuring of the CRA, additional guidance and direction may be provided for staff to continue negotiations with the City on this matter. Alternatively, the Board may choose to maintain the status quo whereby the County continues to make annual contributions to the F/S and DT CRA Districts through 2030 and 2034 under the respective interlocal agreements and millage rates.

The proposed restructuring of the County's participation in the CRA is essential to the following FY2017-FY2021 Strategic Initiative:

- *(EC1, EC2) Evaluate sunseting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County's partnership with the City. (2016-9)*

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

- *(EC1) - Do well designed public infrastructure which supports business, attracts private investment and has long term economic benefits.*
- *(EC2) - Support programs, policies and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.*

### **Analysis:**

Based on the Board's previous guidance, the County Administrator engaged in negotiations with the Interim City Manager taking into consideration the forthcoming Constitutional Amendment providing an additional Homestead Exemption and the County's Fiscal Plan to ensure the long term financial viability of Leon County. Unanimously adopted by the Board on June 20, 2017, the Fiscal Plan is designed to address the anticipated \$7.2 million revenue loss in 2020 associated with the additional Homestead Exemption while minimizing any property tax rate increase (Attachment #4). More specifically, the Fiscal Plan called for sunseting the County's projected \$1.4 million increment revenue contributions to the DT CRA by FY 2020. In turn, the \$1.4 in realized savings would be directed back into the general fund to offset a portion of the anticipated \$7.2 million revenue loss and mitigate the need for further budget reductions or increases in the Countywide millage.

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Changes to the structure, participation, or financial obligations regarding the CRA require an interlocal agreement approved by the County, City, and the CRA Board. While numerous ideas and scenarios have been discussed at the CRA in their deliberations related to this issue, the County Administrator and Interim City Manager explored in good faith opportunities to balance the short- and long-term goals of their respective organizations, resolve long standing differences with regard to the CRA, and present a solution that serves the best interest of all affected stakeholders. Since the proposed restructuring includes elements not previously considered by either Commission, this concept is described in the analysis. Based on the guidance of the County and City Commissions at their respective meetings on February 27<sup>th</sup> and 28<sup>th</sup>, an interlocal agreement could be drafted for adoption in the spring as described in the final section of this analysis.

The proposed restructuring will shorten the County's financial participation in the DT CRA District by 11 years from FY 2034 to FY 2023, four years beyond the County's recent efforts to conclude payments to the DT CRA in FY 2019. However, the DT CRA will continue to operate through FY 2034 and collect incremental revenue from the City of Tallahassee. In addition, this proposal includes several significant changes to the F/S CRA which had not been considered in recent Board deliberations. The modifications to the F/S CRA provide short-term financial savings to the County in order to address the financial constraints anticipated for FY 2020 and significant long-term savings to the County while also providing greater investment in the F/S CRA to further revitalization efforts. The following is an outline of this proposed restructuring for both CRA Districts, a summary of the benefits, and a detailed analysis for each element of the proposal:

- A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
  - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
- B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
  - i. The County contributes approximately 8.3 mills for the majority of the Frenchtown/Southside CRA District while the City contributes 4.1 mills.
- C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
- D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
- E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.

This proposed restructuring greatly benefits the County by providing long-term savings and the short-term cash flow necessary to implement the FY 2020 Fiscal Plan approved by the Board to address anticipated revenue losses associated with the additional Homestead Exemption. In



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addition to the overall savings to the County, this restructuring will extend the life of the F/S CRA and thereby increase the County and City investment where revitalization is needed most. The key financial benefits of the restructuring are as follows:

- \$23 million in overall savings to the County.
  - A \$29.2 million reduction in the County's financial investment in the Downtown CRA
  - An additional \$6.3 million investment in the Frenchtown/Southside CRA.
- \$1 million annual recurring savings to the County starting in FY 2019 (by equalizing the millage rate contributions for the Frenchtown/Southside CRA).
- An additional \$1.8 million annual recurring savings to the County starting in FY 2024 (by no longer making annual increment payments to the Downtown CRA except for the Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square projects).
- By equalizing the millage rate contributions and extending the term of the Frenchtown/Southside CRA District from 2030 to 2038, the County will provide an additional \$6.3 million and the City will provide an additional \$22.8 million totaling \$29.1 of added investment for the Frenchtown/Southside CRA.

#### Downtown CRA District

Leon County is required to make annual increment revenue payments to the DT CRA District through FY 2034 under the existing Interlocal Agreement. The County contributes approximately 4.3 mills in increment revenue payments and sought to withdraw its financial participation by FY 2020 (final payment in FY 2019) with the exception of the three recently approved projects that require future incentives to be paid from the property taxes generated upon their completion. Based on the existing project commitments and repayment obligations that extend beyond FY 2019, along with the desire to utilize DT CRA funds to improve infrastructure, the City would not consent to the County's financial withdrawal by FY 2020. Alternatively, the proposed restructuring developed by the County Administrator and Interim City Manager would push back the County's withdrawal date from the DT CRA by four years with the final annual increment payment being made in FY 2023. Beyond FY 2023, the County would only be obligated to provide its share of increment revenue payments for the three projects approved since July 1, 2017 (the Firestone/Bloxham redevelopment, 4Forty North Apartments, and the Washington Square project).

Assuming a modest growth in the tax increment value for the DT CRA, the County would realize a savings of \$1.8 million in FY 2024 by no longer having to make a full increment revenue payment to the DT CRA. Over the long-term, the County's financial withdrawal would take place 11 fiscal years prior to the scheduled expiration of its existing obligations for the DT CRA in 2034, resulting in a \$29.2 million savings for the County. While the return of these monies to the County's general fund will greatly alleviate future budget constraints associated with the additional Homestead Exemption, the modifications to the Frenchtown/Southside CRA District

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also provides the necessary cash flow to address the County's FY 2020 budget needs outlined in the Fiscal Plan.

#### Frenchtown/Southside CRA District

Leon County contributes its entire millage rate, approximately 8.3 mills, in annual increment revenue payments to the F/S CRA District which is scheduled to conclude in 2030. The City also contributes its full millage rate (4.1 mills) which is less than half of the County payment. The County has long sought millage parity with the City for payments to the F/S CRA much like what has been negotiated through interlocal agreements for the DT CRA. However, the F/S CRA was created prior to the establishment of the County's Charter allowing the City to independently establish the F/S CRA District utilizing the County's full millage rate and without being required to enter into an interlocal agreement. Since that time, Florida Statutes have been revised to prescribe millage parity for new CRA districts and/or the expansion of existing districts. Such was the case when the County and City approved the expansion of the F/S CRA District in 2016. Accordingly, 26 parcels along the South Monroe Street corridor were added to the F/S CRA resulting in additional tax increment contributions by the County and City, both based on the City's millage rate (Attachment #5). The disparate millage rate contributions for the original portion of the F/S CRA remained the same.

More recently, the CRA Board has expressed interest in another expansion of the F/S CRA District boundaries to include additional neighborhoods along Orange Avenue, east of Meridian Street and the Bond neighborhood, and west of Pasco Street (Attachment #6). Following a presentation on September 25, 2017, the CRA Board directed staff to bring back a more detailed blight analysis of the study area to include better defined boundaries and a schedule for required actions. Similar to the 2016 boundary expansion for the F/S CRA, this proposed expansion would also rely on millage parity if approved by the County, City, and CRA Board. The consideration of this boundary expansion took place as the County and City were unable to reconcile the timing and execution of the County's financial withdrawal from the DT CRA. As a result, on October 24, 2017 the County Commission unanimously agreed to cease consideration for the creation or expansion of a CRA District until an agreement has been executed to sunset the County's participation in the Downtown CRA by FY 2020.

Based on the County's long-sought desire for millage parity for the F/S CRA, the CRA Board's desire for another expansion of the F/S CRA District, and the continued need for long-term investments within the F/S CRA communities, the County Administrator and Interim City Manager propose the following modifications:

- Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the F/S CRA District starting in FY 2019.
  - The County contributes approximately 8.3 mills for the majority of the F/S CRA District while the City contributes 4.1 mills.
  - Finalize and approve the boundaries for the proposed F/S CRA District expansion.
  - Extend the term of the F/S CRA District from 2030 to 2038.

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As shown in Table #1, the proposed restructuring would result in the County realizing approximately \$1 million of savings in increment revenue payments for the F/S CRA District beginning in FY 2019, one year sooner than anticipated in the Fiscal Plan. The following year, the County would realize another \$1.1 million due to millage equalization for the F/S CRA which would grow correspondingly with the taxable values in the District. Today, the County's general fund does not realize additional revenues associated with the growth in F/S CRA values because the County's entire millage rate is obligated to the increment revenue payment for this District.

The County's Fiscal Plan approved by the Board to address the reduction of ad valorem revenues associated with the additional Homestead Exemption is anticipated to impact the County's FY 2020 budget. While the anticipated FY 2020 savings of \$1.1 million due to the millage equalization of the F/S CRA is less than the \$1.4 million the County sought by withdrawing from the DT CRA by FY 2020, the modifications to the F/S CRA beginning in FY 2019 provide an opportunity to set aside the \$1 million realized in the prior year to offset or bridge the shortfall as the County budget is impacted by the Homestead Exemption. By FY 2024, as described in the previous section and illustrated in Table #1, the County will realize an additional \$1.8 million upon the discontinuance of annual increment revenue payments to the DT CRA.

Table #1: Leon County's Estimated Short-Term Savings (in Millions) Under the Proposed Restructuring of the Community Redevelopment Agency

	<b>FY 19</b>	<b>FY 20<sup>2</sup></b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>
Frenchtown/Southside CRA Savings (4.1 Mills) <sup>1</sup>	\$1 M	\$1.1 M	\$1.2 M	\$1.3 M	\$1.4 M	\$1.5 M	\$1.6 M
Downtown CRA Savings	\$0	\$0	\$0	\$0	\$0	\$1.8 M	\$2.0 M
<b>Total Savings</b>	<b>\$1 M</b>	<b>\$1.1 M</b>	<b>\$1.2 M</b>	<b>\$1.3 M</b>	<b>\$1.4 M</b>	<b>\$3.3 M</b>	<b>\$3.6 M</b>

<sup>1</sup> Leon County contributes approximately 8.3 mills annually to the Frenchtown/Southside CRA District.

<sup>2</sup> Implementation of the additional Homestead Exemption and the County's Fiscal Plan

In addition to the immediate savings to the general fund to satisfy the revenue needs outlined in the County's Fiscal Plan, millage parity provides a greater opportunity and financial flexibility to reexamine the long-term needs of the F/S CRA. As evidenced by the CRA Board's desire for another expansion of the F/S CRA District and the community's call for greater investment in redevelopment projects in the District, this proposed restructuring calls for the extension of the F/S CRA from 2030 to 2038. This proposed extension comes with the backdrop of the Florida Legislature's consideration of dissolving and/or shortening the remaining life of existing CRAs during the 2017 and 2018 legislative sessions. By approving the proposed restructuring, the County and City can ensure the extension of the F/S CRA through 2038 without regard to seeking the approval of the Florida Legislature as contemplated in HB 17 and approved by the House. In addition, this eight year extension of the F/S CRA would enhance opportunities to incentivize vital long term projects for 15 or 20-year periods.

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Table #2: Estimated Long-Term Financial Impacts (in Millions) of the Proposed Restructuring for the Frenchtown/Southside CRA District

	County Increment	City Increment (4.1 Mills)	Total Tax Increment for the Frenchtown/Southside CRA District
Existing Structure – County Contributes 8.3 Mills Through FY 2030	\$36.7 M	\$18.1 M	\$54.8 M
Proposed Restructuring – County Contributes 4.1 Mills Through 2038	\$43 M	\$40.9 M	\$83.9 M
Increased Contributions to the Frenchtown/Southside CRA District	\$6.3 M	\$22.8 M	\$29.1 M

Assuming a modest growth rate in the incremental tax values in the out-years, Table #2 shows that the eight year extension of the F/S CRA would realize an additional \$29 million under the proposed restructuring. The extension benefits the District much like compound interest. The additional time provides more compounding revenue associated with the growth of incremental values and will further empower the CRA Board to pursue projects that may require long-term financing or incentives. This is best illustrated in Table #2 by analyzing the difference between the City's increment contributions anticipated for the existing structure versus the proposed structure. Although the City will maintain the same millage rate either way, its increment obligations to the F/S CRA are projected to be \$18.1 million over the next 12 years under the current structure but would more than double that amount (\$40 million) over the subsequent eight year extension. Similarly, the County would contribute more revenue over the next 20 years at the reduced millage rate (4.1 mills) than would be required over the remaining 12 years of the existing term with the higher millage rate (8.3 mills) due to the compounding benefit afforded by the additional time for values to grow.

The County's extended investment in the F/S CRA combined with the millage equalization will require an additional investment of \$6.3 million through 2038 but will also provide adequate short term savings to meet financial constraints outlined in the Board-approved Fiscal Plan. The additional \$29 million generated for the F/S CRA does not contemplate the proposed boundary expansion being sought by the CRA Board and included in this proposed restructuring which would further enhance revenues and revitalization efforts in the F/S CRA District. In addition to the short-term savings to help balance the County budget over the next few years, the overall long-term savings to the County as shown in Table #3 is approximately \$23 million due in large part to the discontinuance of annual increment payments for the DT CRA 11 years prior to the requirements called for in the Interlocal Agreement.

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Table #3: Leon County's Estimated Long-Term Savings (in Millions) Under the Proposed Restructuring of the Community Redevelopment Agency

<b>CRA District</b>	<b>County Changes in Total Payments</b>
Downtown CRA Restructuring: (Last Payment to be made in FY 2023) <sup>1</sup>	\$29.2 million in savings
Frenchtown/Southside CRA Restructuring: 4.1 Mills Through 2038 <sup>2</sup>	\$6.3 million in total increased payments
<b>Total Long-Term County Savings</b>	<b>\$22.9 million</b>

<sup>1</sup> Leon County contributes approximately 4.3 mills annually which is currently scheduled through FY 2034.

<sup>2</sup> Leon County contributes approximately 8.3 mills annually to the Frenchtown/Southside CRA District which is currently scheduled through FY 2030.

### CRA Board Governance

From 2000 to 2007, the initial makeup of the CRA Board consisted only of the five City Commissioners as voting members. Following the adoption of the County Charter and subsequent approval of an amendment to the Interlocal Agreement creating the DT CRA, four County Commissioners were added with full voting rights to make a nine member governing body for both Districts of the CRA. Florida law limits the membership of CRA Boards to nine members so the County has maintained its minority membership and voting position on the CRA Board since 2007 despite contributing much more tax increment funding each year. As described in the October 24, 2017 status report to the Board, Florida law allows for multiple community development areas within a jurisdiction but requires a singular governing agency and board of directors to oversee its activities. Based on the City's willingness to restructure the County's financial contribution to both CRA Districts and desire that the CRA Board revert back to its former structure composed only of City Commissioners, this negotiated proposal recommends the removal of County Commissioners from the CRA Board upon the final adoption of an interlocal agreement to effectuate the entirety of this restructuring concept as presented herein.

While the removal of County Commissioners from the CRA Board would be a vital concession on the part of the County, the resulting composition of the CRA Board would better align with peer governing bodies throughout the state. In summary, the County can achieve significant short- and long-term financial savings in exchange for yielding its participation in the governance of both CRA Districts.

### Summary & Next Steps

Although the County and City Commissions offered differing policy guidance at their respective meetings in October, there remained a mutual interest and opportunity to explore modifications to the CRA, prompting the County Administrator and the Interim City Manager to continue negotiations throughout this period to further the goals and objectives of the two local governments. However, this multifaceted proposed restructuring of both the DT and F/S CRA Districts is the culmination of proposals, policy options, and negotiations dating back to the December 2016 Board Retreat.

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The proposed restructuring of the CRA balances the County's short- and long-term goals, resolves long standing differences with regard to the millage parity, and requires a vital concession by the County to no longer have Commissioners serve on the CRA Board. It will shorten the County's financial participation in the DT CRA District by 11 years from FY 2034 to FY 2023, four years beyond the County's recent efforts to conclude payments to the DT CRA in FY 2019, and extend the life of the F/S CRA by eight years to direct investment where it is needed most. The City will continue to provide incremental revenue to the DT CRA through FY 2034 while both the County and City would provide further investment in to the F/S CRA District through the proposed expansion of the District as included in this concept.

The key financial impacts of the restructuring are as follows:

- \$23 million in overall savings to Leon County.
- By equalizing the millage rate contributions for the F/S CRA, the County would realize approximately \$1 million of savings from reduced increment revenue payments beginning in FY 2019, one year sooner than anticipated in the Fiscal Plan.
- In FY 2020, when the additional Homestead Exemption is implemented to reduce the tax base and ad valorem revenues, the County would realize another \$1.1 million due to the parity in millage for the F/S CRA.
- While the \$1.1 million savings in FY 2020 is less than the \$1.4 million identified shortfall in the County's Fiscal Plan, the FY 2019 implementation as proposed herein provides an opportunity to set aside the initial \$1 million realized by the County to offset the shortfall for the first few years following the implementation of the Homestead Exemption.
- For the DT CRA after FY 2023, the County will only make increment revenue reimbursements for the three projects recently approved (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square) which will be paid from the property taxes generated upon their completion.
- By FY 2024, the County will realize an additional \$1.8 million upon the discontinuance of annual increment revenue payments for the DT CRA.
- By discontinuing annual increment revenue payments for the DT CRA 11 years prior to the requirements called for in the Interlocal Agreement, the County's general fund will realize a savings of \$29.2 million.
- The eight year extension of the F/S CRA District from 2030 to 2038 combined with the millage equalization will result in an overall \$29 million additional investment for the F/S CRA.
  - The County's investment in the F/S CRA will increase by an estimated \$6.3 million. The City's investment will increase by approximately \$41 million.

By approving the proposed restructuring, the County and City can ensure the extension of the F/S CRA through 2038 without regard to seeking the approval of the Florida Legislature as



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contemplated in HB 17 and approved by the House. In the best interests of affected stakeholders, the final product of this negotiation offers a solution that will reduce the County's reliance on fund balance and millage increases to balance the FY 2020 budget, provides greater long-term investment to the F/S CRA, provides an overall estimated \$23 million in savings to the County, and sets a course to begin winding down the investments by the DT CRA over the next five years.

To effectuate modifications to the structure, participation, or financial obligations regarding the CRA, approval of an interlocal agreement is required of the County, City, and the CRA Board. This item seeks the Board's acceptance of the proposed restructuring prior to the drafting of an interlocal agreement. The City Commission is expected to consider this proposed restructuring of the CRA at its next meeting on February 28<sup>th</sup>. Based on the guidance provided by the respective Commissions, the County Administrator and Interim City Manager will work to immediately finalize the proposed restructuring and, if needed, will present any remaining or unresolved policy issues for discussion at the March 22<sup>nd</sup> CRA meeting.

The March 22<sup>nd</sup> CRA agenda will also include an item seeking to finalize the boundary expansion for the F/S CRA in order to meet the timelines presented herein and posed in active state legislation. To further the broader restructuring efforts, staff recommends supporting the anticipated F/S CRA District boundary expansion at the March 22<sup>nd</sup> CRA meeting as subsequent approval by the County Commission is required to effectuate the boundary changes and obligate the County's financial participation. Consistent with the direction approved by the Board on October 24, 2017, the Board's approval of the Finding of Necessity to expand the F/S CRA District boundaries would be incorporated into the interlocal agreement to restructure the CRA and contingent upon the execution of the interlocal agreement by all three parties.

Should both Commissions accept the general terms and conditions for the proposed restructuring of the CRA, the County and City will prepare an interlocal agreement and any other necessary legal documents to be formally executed by each party. The anticipated schedule provides the County and City the opportunity to review and approve the formal documents so that the restructuring can be implemented by the start of FY 2019. Alternatively, should the Board or City Commission not approve the proposed restructuring at their respective meetings in early April, the Board will still have time to reexamine the Fiscal Plan during the FY 2019 budget workshops:

- March 22<sup>nd</sup> CRA Meeting: Finding of Necessity to expand the Frenchtown/Southside CRA.
- April 24<sup>th</sup> County Commission Meeting: Approval of the Interlocal Agreement for the proposed restructuring of the CRA and the Finding of Necessity to expand the Frenchtown/Southside CRA.
- April 25<sup>th</sup> City Commission Meeting: Approval of the Interlocal Agreement for the proposed restructuring of the CRA.
- May 23<sup>rd</sup> City Commission Meeting: Public Hearing to adopt the Finding of Necessity to expand the Frenchtown/Southside CRA.

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- May 24<sup>th</sup>, CRA Meeting: Final Adoption of the Interlocal Agreement for the proposed restructuring of the CRA (the final CRA meeting to include County Commissioner participation).

Staff will bring back a revised Fiscal Plan during the FY 2019 budget process as previously directed by the Board on October 24, 2017, if the County or City Commissions do not wish to pursue the proposed restructuring as is or as amended, or if either party does not approve the necessary legal documents to restructure the County's participation in the CRA at their respective meetings on April 10<sup>th</sup> and April 11<sup>th</sup>.

### **Options:**

1. Accept the proposed restructuring of the County's participation in the Community Redevelopment Agency and direct the County Administrator to finalize the terms with the City, in a form to be approved by the County Attorney, which shall be brought back to the Board for approval on April 10, 2018 and include the following elements:
  - A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
    - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
  - B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
  - C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
  - D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
  - E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.
2. Do not accept the proposed restructuring of the Community Redevelopment Agency.
3. Board direction.

### **Recommendation:**

Options #1 A-E.

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Attachments:

1. October 24, 2017 Status Report on the Sunsetting of the Downtown Community Redevelopment Area.
2. October 24, 2017 letter to City Manager regarding the Board's actions related to the sunset of the Downtown CRA.
3. October 25, 2017 City Commission Agenda Item regarding the Phase out of the Downtown CRA.
4. June 20, 2017 budget discussion item and ratification of the Fiscal Plan to address the additional Homestead Exemption.
5. July 12, 2016 agenda item to expand the Greater Frenchtown/Southside CRA.
6. September 25, 2017 CRA agenda item regarding a second expansion of the Greater Frenchtown/Southside CRA.

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE CREATION AND OPERATIONS OF THE DOWNTOWN DISTRICT COMMUNITY REDEVELOPMENT AREA AND THE EXPANSION OF ANY COMMUNITY REDEVELOPMENT AREA**

This Third Amendment to the Interlocal Agreement is made and entered into as of this 11 day of December, 2014, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tallahassee, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the "Agency").

**RECITALS**

**WHEREAS**, the County, City, and Agency entered into the Interlocal Agreement as of the 23<sup>rd</sup> day of June, 2004, as amended by that certain First Amendment dated October 4, 2007, and as further amended by that certain Second Amendment dated February 9, 2009 (collectively the "Agreement"); and

**WHEREAS**, the Agreement includes provisions dedicating certain tourist development tax proceeds for the debt service, construction, and/or operational costs of a performing arts center(s); and

**WHEREAS**, the parties to the Agreement agree that it is in the best interest of the Agency, the City, and the County (hereinafter collectively referred to as the "Parties") to discontinue dedicating tourist development tax proceeds for a performing arts center(s), and to reallocate the previously dedicated tourist development tax proceeds for other projects, programs and expenses consistent with the uses of such tax proceeds as set forth in section 125.0104, Florida Statutes; and

**WHEREAS**, the Agreement provides that any portion of the Agreement may be amended or waived only pursuant to an instrument in writing, approved by the City Commission, the Governing Board of the Agency, and the County's Board of County Commissioners, and jointly executed by the Parties; and

**WHEREAS**, the Parties desire to enter into a third amendment to the Agreement to modify the provisions relating to the dedication, allocation, and use of tourist development tax proceeds.

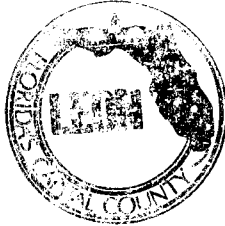
**NOW, THEREFORE**, for and in consideration of the forgoing recitals and the mutual covenants and promises contained herein, the Parties do hereby covenant and agree as follows:

1. Section 6.a. of the Agreement is hereby deleted, replaced, and superceded by the following:

a. Tourist Development Tax.

- (1) The tourist development tax funds (the "Funds") in the amount of \$5,042,522 previously collected through and including September 30, 2014, which had been dedicated exclusively for the debt service, construction and/or operational costs of a performing arts center(s) in the Downtown District Community Redevelopment Area, shall be set aside for use by the Agency consistent with this Section 6.a. of the Agreement. The Funds shall be held in an interest bearing account and the accrued interest shall accumulate to the Funds. The interest rate shall be the same as that accruing to accounts holding the monies which constitute the County's general fund.
  - (2) The Funds shall be utilized for projects, programs and expenses recommended by the Agency, and subject to the approval of the County and City, related to culture, visual arts, and heritage programs; performing arts space, as part of the convention center project; or other performing arts projects. The Funds may be utilized in the Downtown District Community Redevelopment Area or the Greater Frenchtown/Southside Community Redevelopment Area. The Funds shall be utilized for projects, programs and expenses authorized under section 125.0104, Florida Statutes.
  - (3) All tourist development tax funds collected on and after October 1, 2014, shall be retained by the County for utilization consistent with section 125.0104, Florida Statutes.
  - (4) Any portion of the Funds not utilized by the Agency, shall be returned to or otherwise be made available to the Leon County Tourist Development Tax Trust Fund, upon the termination or expiration of the Agency.
2. Section 6.h. of the Agreement is hereby deleted in its entirety.
  3. All other terms and conditions of the Agreement shall remain in full force and effect, except as amended herein.
  4. This Third Amendment to the Agreement shall be effective upon full execution hereof.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this 17 day of Dec, 20 14.



ATTEST:  
Bob Inzer  
Clerk & Comptroller  
Leon County, Florida

BY: [Signature]

**LEON COUNTY, FLORIDA**

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

Date: 12-12-14

Approved as to Form:  
Leon County Attorney's Office

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

**CITY OF TALLAHASSEE**

BY: [Signature]  
Andrew D. Gillum, Mayor

Date: 11/7/15

ATTEST:

BY: [Signature]  
James O. Cooke, IV  
City Treasurer/Clerk

Approved as to Form:

BY: [Signature]  
Lewis E. Shelley, Esq.  
City Attorney

**TALLAHASSEE COMMUNITY  
REDEVELOPMENT AGENCY**

BY: [Signature]  
Andrew D. Gillum, Chair

Date: 11/7/15



# BOARD OF COUNTY COMMISSIONERS

## INTER-OFFICE MEMORANDUM

TO: ✓Dionte Gavin,  
Finance Department, Clerk of the Circuit Court

FROM: Patrick T. Kinni, Esq.  
Deputy County Attorney

DATE: January 21, 2015

SUBJECT: Third Amendment to Interlocal Agreement Regarding the Creation and Operations of the Downtown District Community Redevelopment Area (#4125B)

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Attached hereto is the Third Amendment to Interlocal Agreement Regarding the Creation and Operations of the Downtown District Community Redevelopment Area. This Agreement is now fully executed and recorded with the Clerk of Court. Please replace Contract #4125B with same in the County's contract database.

Further, our office has retained a copy of the above-referenced document for our file; please retain this original Agreement for safekeeping along with other original County documents.

Please contact me with any questions or concerns you may have.

PTK/kam

Attachment

cc: Alan Rosenzweig, Deputy County Administrator  
Lee Daniel, Director, Tourist Development  
Cristina Paredes, Director, Office of Economic Vitality



## Agenda Item Details

Meeting	Feb 28, 2018 - Regular City Commission Meeting
Category	13. POLICY FORMATION AND DIRECTION
Subject	13.04 Proposed Restructuring of the Community Redevelopment Agency---Wayne Tedder, Assistant City Manager
Type	Action, Discussion
Recommended Action	<p>Option #1: Accept the proposed restructuring of the Community Redevelopment Agency and direct the City Manager to finalize terms with the County, in a form to be approved by the City Attorney, which shall be brought back to the Commission for approval on April 11, 2018 and include the following elements:</p> <ul style="list-style-type: none"> <li>A. Discontinue the County's financial contributions to the DT District by FY 2024.               <ul style="list-style-type: none"> <li>i. County TIF reimbursements will continue to be made for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).</li> </ul> </li> <li>B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the GFS District starting in FY 2019.</li> <li>C. Finalize and approve the boundaries for the proposed GFS District expansion.</li> <li>D. Extend the term of the GFS District from June 2030 to June 2038.</li> <li>E. Upon execution of the proposed restructuring, County Commissioners would no longer serve on the CRA Board.</li> </ul>
Goals	Quality of Life

For more information, please contact: Wayne Tedder, Assistant City Manager, Development Services and Economic Vitality, (850) 891-8328.

### Statement of Issue

Per the direction of the City Commission at their October 25, 2017 meeting, the City Manager has been negotiating with the County Administrator to phase out of the County's Tax Increment Financing (TIF) contribution to the Downtown (DT) District. The purpose of this agenda item is to provide staff recommendations for the restructuring of the City of Tallahassee Community Redevelopment Agency (CRA) as a result of the negotiations with the County Administrator. While the initial focus of the negotiations was to phase out the County's participation in the DT District by 2020, the negotiations resulted in an expanded review of the Downtown and Frechtown-Southside Districts. Consideration was given to the investments in the districts since their inception, the remaining terms of the Districts, and how to best position them for the future. To this end, the City Manager and County Administrator are recommending numerous changes.

The recommended changes will provide: 1) a continuation of funding for the approved DT District projects; 2) a timely phase out of the DT District; 3) focus on the GFS District; 4) an expanded GFS boundary; 5) an eight-year extension of the term for the GFS District to allow ample time to foster economic growth; and, 6) equal funding for the GFS District for the City and County that results in an estimated \$29 million in additional funding.

### Recommended Action

Option #1: Accept the proposed restructuring of the CRA and direct the City Manager to finalize terms with the County, in a form to be approved by the City Attorney, which shall be brought back to the Commission for approval on April 11, 2018 and include the following elements:

A. Discontinue the County's financial contributions to the DT District by FY 2024.

i. County TIF reimbursements will continue to be made for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).

- B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the GFS District starting in FY 2019.
- C. Finalize and approve the boundaries for the proposed GFS District.
- D. Extend the term of the GFS District from June 2030 to June 2038.
- E. Upon execution of the proposed restructuring, County Commissioners would no longer serve on the CRA Board.

#### Fiscal Impact

The recommended action will insure funding for all previously approved commitments within the Downtown District. In addition, the recommended actions are anticipated to generate an additional (estimated) \$29 million for the GFS District.

#### Supplemental Material/Issue Analysis

#### History

At their June 20, 2017 FY 2018 Budget Workshop, the Leon County Board of Commissioners (BOCC) directed County staff to implement one of four options presented to the Board to address anticipated impacts from the State Legislature-proposed additional \$25,000 homestead exemption to the Florida Constitution that would take place in 2020 if approved through the state-wide vote. Option 2 approved by the BOCC included, among other budget adjustments, phasing out the Downtown District Community Redevelopment Area (DT District) by FY 2020 to partially address the annual budget shortfall from the reduction in property tax.

On June 28, 2017, the City Commission received an update of the City's FY 2018 Budget Plan that included a brief overview of the BOCC action from the County's budget workshop. The City Commission also directed staff to bring back an agenda item discussing revisions to the DT District.

On September 25, 2017, the CRA Board reviewed four potential options for the DT District:

1. No change to DT District operations
2. Sunset the DT District by 2020
3. Retain the DT District with restrictions
4. Retain the DT District with County support removed from the District

The CRA Board directed additional staff review and comparison of the options at subsequent City and County Commission meetings and report back to the Board at the November 9, 2017 CRA Board meeting.

On October 25, 2017, the City Commission further reviewed the options and voted to not object to the County withdrawing from the DT District and focus future efforts on the following objectives:

- Maintain the current boundary of the DT District but narrow the focus of utilizing TIF funding.
- Provide City and County TIF funding for all previously approved projects (including the Firestone/Bloxham redevelopment, 4Forty North Apartments and Washington Square).
- Eliminate funding of large and small events and small business improvement grants in the DT District.
- Focus on large projects in targeted areas that "pays for itself."
- Focus on infrastructure projects throughout the District.
- Revise the membership of the CRA Board.

At the November 9, 2017 CRA Board meeting, the Board directed the City Manager and County Administrator to negotiate a revised interlocal agreement for the Board's consideration, analyze the legal implications of the changes, and include options discussed by the Board, which included an additional option of reducing the County's TIF contributions and scope within the DT District.

#### Facts & Issues

The proposed restructuring will shorten the County's financial participation in the DT District by 11 years from FY 2034 to FY 2023, which is four years beyond the County's initial proposal to conclude payments to the DT CRA in FY 2019. In addition, this proposal includes several significant changes to the GFS District which had not been considered in recent Commission deliberations. The modifications to the GFS District provide a substantially greater investment in the GFS District by both the City and the County to further revitalization efforts. The following is an outline of this proposed restructuring for both CRA districts, a summary of the benefits, and a detailed analysis for each element of the proposal:

A. Discontinue the County's financial contributions to the DT District by FY 2024.

i. County TIF reimbursements will continue to be made for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).

B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the GFS District starting in FY 2019.

i. Currently, the County contributes approximately 8.3 mills for the majority of the GFS District while the City contributes 4.1 mills.

C. Finalize and approve the boundaries for the proposed GFS District expansion.

D. Extend the term of the GFS District from June 2030 to June 2038.

E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the CRA Board.

#### Downtown District

Leon County is required to make annual TIF payments to the DT District through FY 2034 under the existing Interlocal Agreement. The County contributes approximately 4.3 mills in TIF payments and sought to withdraw its financial participation by FY 2020 with the exception of the three recently approved projects that require future incentives to be paid from the property taxes generated upon their completion. Based on the existing project commitments and repayment schedules that extend beyond FY 2019, along with the desire to utilize DT District funds to improve infrastructure, the necessary cash flow requires a continued amount of TIF funds beyond 2020. In support of the necessary cash flow, the proposed restructuring developed by the City Manager and County Administrator would push back the County's withdrawal date from the DT District by four years until FY 2024. Beginning in FY 2024, the County would only be obligated to provide its share of TIF payments for the three projects approved since July 1, 2017 (the Firestone/Bloxham redevelopment, 4Forty North Apartments, and the Washington Square project).

This proposed restructuring is consistent with the October 25, 2017 City Commission direction and the November 9, 2017 CRA Board direction. While the DT District will receive less funding over time, it was presented to the Commission (on October 25, 2017) that the remaining focus for major redevelopment projects should be, generally, within the Tennessee Street/Mahan Drive and North Monroe Street corridors. Staff believes that TIF financing of major projects is a viable incentive tool through 2023, but the value of the incentive significantly diminishes when the time period to receive such benefits is less than 10 years. Therefore, staff will actively market the utilization of TIF for major projects through 2023.

#### Greater Frenchtown Southside District

Unlike the DT District, Leon County contributes its entire millage rate (approximately 8.3 mills) in annual TIF payments to the GFS District which is scheduled to conclude in 2030. The City also contributes its full millage rate (4.1 mills). The County has long sought millage parity with the City for payments to the GFS District much like what has been negotiated through interlocal agreements for the DT District. However, the GFS was created prior to the establishment of the County's Charter allowing the City to independently establish the GFS District utilizing the County's full millage rate and without being required to enter into an interlocal agreement. Since that time, Florida Statutes have been revised to prescribe millage parity for new CRA districts and/or the expansion of existing districts. Such was the case when the City and County approved the expansion of the GFS District in 2016. Accordingly, 26 parcels along the South Monroe Street corridor were added to the GFS District resulting in additional tax increment contributions by the County and City, both based on the City's millage rate of 4.1 mills. The unequal millage rate contributions for the original portion of the GFS District remained the same.

More recently, the CRA Board has expressed interest in another expansion of the GFS District boundaries to include additional neighborhoods along Orange Avenue, east of Meridian Street and the Bond neighborhood, and west of Pasco Street (Attachment #1). Following a presentation on September 25, 2017, the CRA Board directed staff to bring back a more detailed blight analysis of the study area to include better defined boundaries and a schedule for required actions. Similar to the 2016 boundary expansion for the GFS District, this proposed expansion would also be subject to millage parity if approved by the City, County, and CRA Board. The consideration of this boundary expansion took place as the City and County were unable to reconcile the timing and execution of the County's financial withdrawal from the DT District. As a result, on October 24, 2017 the County Commission unanimously agreed to cease consideration for the creation or expansion of a CRA District until an agreement has been executed to sunset the County's participation in the DT District by FY 2020.

Based on the County's desire for millage parity for the GFS District, the CRA Board's desire for another expansion of the GFS District, and the continued need for long-term investments within the GFS District (and expansion areas), the City Manager and County Administrator propose the following modifications:

- Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the GFS District starting in FY 2019.
  - The County currently contributes approximately 8.3 mills for the majority of the GFS District while the City contributes 4.1 mills.
- Finalize and approve the boundaries for the proposed GFS District expansion.
- Extend the term of the GFS District from June 2030 to June 2038.

The proposed millage parity and period extension provides a significantly greater opportunity and financial flexibility to refocus the City's efforts to address the long-term needs of the GFS District. As evidenced by the CRA Board's desire for another expansion of the GFS District and the community's call for greater investment in redevelopment projects in the district, this proposed restructuring calls for the extension of the GFS District from 2030 to 2038. This proposed extension comes with the backdrop of the Florida Legislature's consideration of dissolving and/or shortening the remaining life of existing CRAs during the 2017 and 2018 legislative sessions. By approving the proposed restructuring, the City and County can ensure the extension of the GFS District through 2038 without regard to seeking the approval of the Florida Legislature as contemplated in HB 17 and approved by the House. In addition, this eight-year extension of the GFS District would enhance opportunities to incentivize vital long term projects for 15 or 20-year periods.

Assuming a modest growth rate in the incremental tax values in the out-years, Table #1 shows that the eight-year extension of the GFS District would realize an additional \$29 million under the proposed restructuring. The extension of benefits are similar to compound interest. The additional time provides more compounding revenue associated with the growth of incremental values that will further empower the CRA Board to pursue projects that may require long-term financing or incentives. This is best illustrated in Table #1 by analyzing the difference between the City's increment contributions anticipated for the existing structure versus the proposed structure. Although the City will maintain the same millage rate either way, its increment obligations to the GFS District are projected to be \$18.1 million over the next 12 years under the current structure but would more than double that amount (\$40 million) over the subsequent eight-year extension. Similarly, the County would contribute more revenue over the next 20 years at the reduced millage rate (4.1 mills) than would be required over the remaining 12 years of the existing term with the higher millage rate (8.3 mills) due to the benefit afforded by the additional time for property values in the district to continue to grow.

Table #1: Estimated Long-Term Financial Impacts (in Millions) of the Proposed Restructuring for the Frenchtown/Southside CRA District

	County Increment	City Increment (4.1 Mills)	Total Tax Increment for the Frenchtown/Southside CRA District
Existing Structure – County Contributes 8.3 and City Contributes 4.1 Mills Through FY 2030	\$36.7 M	\$18.1 M	\$54.8 M
Proposed Restructuring – County and City Contributes 4.1 Mills Through 2038	\$43 M	\$40 M	\$83.8 M
Increased Contributions to the Frenchtown/Southside CRA District	\$6.3 M	\$22.7 M	\$29 M

Florida law limits the membership of CRA Boards to a minimum of five and maximum of nine members. The CRA Board consists of the Mayor and four City Commissioners and four County Commissioners for a total of nine board members. Therefore, the County has maintained a minority membership and voting position on the CRA Board since 2004. Florida law allows for multiple community development districts within a jurisdiction but requires a singular governing agency and board of directors to oversee its activities. Based on the County's phase out from contributing to the DT District and the willingness of the City to restructure the GFS District contribution efforts and the desire that the CRA Board revert back to a former structure composed only of City Commissioners, this negotiated proposal recommends the restructure of the CRA Board upon the final adoption of an interlocal agreement to effectuate the entirety of this restructuring concept as presented herein.

## Summary

Although the City and County commissions offered differing policy guidance at their respective meetings in October, there remained a mutual interest and opportunity to explore modifications to the CRA, prompting the City Manager and County Administrator to continue negotiations throughout this period to further the goals and objectives of the two local governments.

To effectuate modifications to the structure, participation, or financial obligations regarding the CRA, approval of an amended interlocal agreement is required of the City, County, and the CRA Board. This item seeks the Commission's acceptance of the proposed restructuring in order to facilitate the drafting of an interlocal agreement. The County Commission is expected to consider this proposed restructuring of the CRA at its next meeting on February 27. Based on the guidance provided by the respective Commissions, the City Manager and County Administrator will work to immediately finalize the proposed restructuring and, if needed, will present any remaining or unresolved policy issues for discussion at the March 22 CRA meeting.

Should both Commissions accept the general terms and conditions for the proposed restructuring of the CRA, the City and County will prepare an interlocal agreement and any other necessary legal documents to be formally executed by each party as follows:

- April 10, County Commission
- April 11, City Commission
- May 24, CRA

The March 22 CRA agenda will also include an item seeking to approve the Finding of Necessity for the GFS District boundary expansion in order to meet the timelines presented herein and posed in active state legislation. Subsequent approval by the County Commission is required to effectuate the boundary changes and obligate the County's financial participation.

## Options

1. Accept the proposed restructuring of the CRA and direct the City Manager to finalize terms with the County, in a form to be approved by the City Attorney, which shall be brought back to the Commission for approval on April 11, 2018 and include the following elements:

- A. Discontinue the County's financial contributions to the DT District by FY 2024 (final payment to be made in FY 2023).
  - i. County TIF reimbursements will continue to be made for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
- B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the GFS District starting in FY 2019.
- C. Finalize and approve the boundaries for the proposed GFS District expansion.
- D. Extend the term of the GFS District from June 2030 to June 2038.
- E. Upon execution of the proposed restructuring, County Commissioners would no longer serve on the CRA Board.

2. Do not accept the proposed restructuring of the Community Redevelopment Agency.

3. Provide direction.

## Attachments/References

1. Proposed Expansion Areas to the GFS District



Attachment 1.pdf (2,692 KB)



## Agenda Item Details

Meeting	May 25, 2017 - CRA Board Meeting
Category	7. Downtown District Policy Formation and Direction
Subject	7.02 Discussion and Direction on Use of CRA-Managed Tourist Development Tax (TDT) Arts Funds in Support of Amphitheater Support Facility and Flexible Event Space in the Firestone-Bloxham Annex Properties Redevelopment -- Roxanne Manning, Tallahassee Community Redevelopment Agency
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	2,100,000.00
Budgeted	Yes
Budget Source	CRA-Managed TDT Arts Funds
Recommended Action	Option 1: Authorize the use of up to \$2.1 million in TDT Arts funds and \$508,425 in Johns/Clemons funds for the purchase of Spaces A, B and C: up to 12,995 +/- square feet of amphitheater operational support space and flexible event space. Authorize CRA staff to continue to work with the City and Leon County staffs and the developer to refine the design and develop final costs, which will be brought back for final CRA Board, City and County Commission approvals. Further authorize CRA staff to include this space in the CRA-NAP development agreement subject to final CRA Board approval.

For more information, please contact: Roxanne Manning at 850-891-8353.

### Statement of Issue

At the March 23, 2017 City of Tallahassee Community Redevelopment Agency (CRA) Board meeting, staff requested direction from the Board regarding the use of up to \$2.3 million of the TDT Arts Funds to purchase dedicated amphitheater support space and flexible event space within the proposed North American Properties (NAP) development on the former Firestone-Bloxham Annex properties adjacent to Cascade Park. During the Board discussion several commissioners had questions about committing the funds towards the amphitheater support facilities and flexible event space. The questions focused on two main issues: (1) confirming the need and use of the flexible event space and (2) other potential arts and culture opportunities that could be funded through the TDT Arts Funds. Following the discussion, the Board directed "...staff bring back an agenda item for discussion to establish a process in determining the uses of the \$5 million performing arts funds [TDT Arts Funds] and defer a vote on the amphitheater support facilities and event space to determine design and costs."

This agenda item addresses the second part of the CRA Board's direction to "...defer a vote on the amphitheater and event space to determine design and costs." An earlier agenda item, Item 5.02, presented the Board with the process and proposed timeline to award TDT Arts Funds.

Since the March 23, 2017 CRA Board meeting, staff has continued to work with NAP, Leon County staff, City Parks and Recreation staff and the County's contracted concert promoter Scott Carswell Presents, along with to evaluate the types of events currently planned for the Capital City Amphitheater and Cascades Park, as well as how those events may evolve in the future as downtown redevelopment occurs.

The most recent site plans from NAP for the amphitheater support facilities and the flexible event space has three different space options that build upon each other. The options (Spaces A, B and C) progress from approximately 3,500 square feet of space that meet only the operational needs of the amphitheater (no performer or public event space) to 12,955 +/- square feet of amphitheater

and flexible event space that provides a broad range of fixed and flexible features to support operational needs, event performers and provide space for local access/events. The projected costs range from an estimated \$622,000 for the operational support only amphitheater support space to \$2.6 million for the comprehensive event spaces. A full description of the individual spaces, features and costs is contained in the main body of this agenda.

CRA and City staffs have reviewed the proposed space designs and believe the comprehensive event space from the NAP preliminary design presents the greatest opportunity for growing and meeting future demand at the Capital City Amphitheater and on Cascade Park in general. At the May 4, 2017 meeting of the Tourist Development Council (TDC), the Board unanimously recommended including all three space options for amphitheater support in the redevelopment of the former Firestone building to be supported with TDT Arts funds.

Staff recommends the CRA Board approve the use of up to \$2.1 million in TDT Arts Funds towards the construction and purchase of comprehensive amphitheater support facilities and flexible event space in the redevelopment of the Firestone building. Please note that the \$508,425 of Tourist Development Tax funds originally used for the demolition of the Johns and Clemons buildings will be added to that amount to cover most of the cost of the operational amphitheater support facilities, resulting in a total amount of approximately \$2.6 million, of which approximately \$2.1 million are TDT Arts funds. CRA, City and TDC staffs will continue to work with the developer to refine the design and develop final costs for Board approval which could lower the actual funding need.

#### Recommended Action

Option 1: Approve the 12,955 +/- square foot amphitheater operational support and flexible event space option (Spaces A + B + C) for inclusion as part of the Firestone site redevelopment. Authorize CRA staff to include this space in the CRA-NAP development agreement subject to final CRA Board approval.

Option 2: Authorize the use of up to \$2.1 million in TDT Arts Funds for the purchase of amphitheater operational support space and flexible event space described in Option 1. Authorize CRA staff to continue to work with the City and TDC staffs and the developer to refine the design and develop final costs, which will be brought back for final Board approval.

#### Fiscal Impact

If staff's recommendations are approved, the City will fund the first \$508,425 for the cost of the amphitheater operational support space. The remaining funds for the amphitheater support facility and flexible event space, an estimated \$2.1 million, will come from the CRA Managed TDT Arts Funds, which has a balance of approximately \$5.1 million. Committing \$2.1 million of the TDT Arts Funds for the purchase of amphitheater operational support space and flexible event space will leave a balance of approximately \$3.0 million for other arts and culture related projects.

### Supplemental Material/Issue Analysis

#### History/Facts & Issues

In December 2014, the County, the City and the CRA approved the third amendment to the Interlocal Agreement governing the creation and operation of the CRA's Downtown District Community Redevelopment Area. The amendment addressed the use of the \$5,042,522 (now approximately \$5.1 million) in TDT Arts Funds originally collected for the Downtown Performing Arts Center. Among other things the use of the TDT Arts Funds was limited to culture, visual arts, and heritage programs; performing arts as part of the convention center project; or other performing arts projects. The TDT Arts Funds could be used in either redevelopment district but the uses had to be authorized under Section 125.0104, Florida Statutes. Additionally, any expenditure of the TDT Art funds must be approved by the CRA Board and the City and County Commissions.

In a separate agreement, the County and City agreed that the \$508,425 of Tourist Development Tax funds originally used for the demolition of the Johns and Clemons buildings would be reimbursed by the City for improvements to the Capitol City Amphitheater.

In 2015 and 2016, CRA staff met with various representatives of the arts and culture community to determine the preferred uses for the TDT Arts Funds. To prepare for those discussions, staff reviewed the Cultural Plan; Chapter 125.0104, Florida Statutes; studies by Americans for the Arts; and researched art and culture support programs in other cities. To learn more about the specific cultural needs and goals within the Tallahassee/Leon County community, CRA staff held small meetings and large workshops with representatives from the TDC, COCA and others in the art, theater and cultural communities to discuss their needs, ideas and opportunities. From those meetings it was apparent that while it may be possible to support a range of uses with the TDT Arts

Funds, members of the arts and culture community placed an emphasis on the need for physical space such as meeting, studio, gallery, rehearsal and performance space.

At the December 2015 CRA Board meeting, the Board approved evaluation criteria for the TDT Arts funds allocation process and directed staff to develop an estimate of the costs related to the provision of event and amphitheater support space in the Firestone-Bloxham Project. In order to develop costs for that space, it was necessary to complete the Firestone-Bloxham Request for Proposal (RFP) and identify the project's developer.

Staff began work on that process in early 2016 and issued two separate RFPs. On August 3rd, 2016, the CRA issued the second and successful RFP for the Sale and Redevelopment of the Firestone and Bloxham Annex properties. At the CRA Board's direction, in recognition of the need for improved cultural support space for the Capital City, the RFP contained a requirement that a redevelopment proposal include "finished space within the redevelopment along or adjacent to the Meridian Point footprint on the Firestone property for support facilities for the Cascade Park Amphitheater. The support facilities will include a green room, a dressing room, a catering kitchen and small event space for public use."

On November 3, 2016, NAP submitted a proposal in response to the RFP that included green rooms, amphitheater support facilities and public event space. On January 26, 2017, the CRA Board approved the sale and redevelopment of the properties to NAP assuming mutually acceptable terms could be negotiated for the Purchase and Sales Agreement (PSA), CRA Development Agreement and PUD/UPUD conditions. This included determining the type and design of amphitheater support facilities required as part of the development, and their cost. At the March 23, 2017 CRA Board meeting, the Board authorized staff to enter into a PSA with NAP for sale and redevelopment of the Firestone and Bloxham Annex properties.

Also at the March 23, 2017 meeting, staff requested direction from the Board to proceed with the conceptual design and evaluation of the amphitheater operational support space and flexible event space with a not to exceed value of up to \$2.3 million of the TDT Arts Funds. Following discussion, the Board directed staff to "...bring back an agenda item for discussion to establish a process in determining the uses of the \$5 million performing arts funds [TDT Arts Funds] and defer a vote on the amphitheater support facilities and event space to determine design and costs."

Since the March 23, 2017 CRA Board meeting, staff has been working with NAP, Leon County Staff and City Parks and Recreation staffs to evaluate the types of events currently planned for the Capital City Amphitheater and Cascades Park, as well as how those events may evolve in the future as downtown redevelopment occurs. In response to the Board's direction, staff specifically looked at: (1) the design and layout of both the amphitheater operational support facility and the flexible event space, focusing on what is needed now and what is needed to grow events in the future and (2) the cost of these spaces based on several different designs supporting different needs.

Described below are three options for the amphitheater operational support and flexible event space at Cascade Park. The options are based on the most recent site plans from NAP for these spaces. The options build upon each other and progress from approximately 3,500 square feet of space that meets the operational needs of the amphitheater to 12,955 +/- square feet of amphitheater and flexible event space that provides a broad range of fixed and flexible features to support operational needs, event performers and provide space for local access/use. The projected costs range from an estimated \$622,000 for the operational support space to \$2.6 million for the comprehensive event spaces. In reviewing the options below, it is important to note that the existing Meridian Point building currently serves as the amphitheater support facility providing over 5,300 square feet of space that was utilized for approximately 40 large community events (including the LC/VT Capital Cascades Concerts Series) throughout 2016.

Space A: Amphitheater Operations Only (In Attachment 1). This design includes only the space to support amphitheater operations. The design includes space for service bays and a loading dock, several storage areas for amphitheater and event related equipment, a small production office to support events at the amphitheater, a single restroom, and limited office space for general park operations. It is assumed that TDT Art Funds would not be utilized for City park office space. There is no space for more than basic amphitheater operations; there is no space for performers or for public use. The size of the space is approximately 3,455 square feet with most of the space dedicated for storage. This is approximately a 35% reduction from the 4664 +/- square feet of space available in the existing Meridian Point building. The estimated cost of construction is \$622,000. The \$508,425 of Tourist Development Tax funds originally used for the demolition of the Johns and Clemons buildings would fund the majority of this amount.

Spaces A and B: Amphitheater Operations and Performer Space (Spaces A + B in Attachment 1). In addition to the basic service features shown as Space A, above, this design includes amphitheater support features similar to the existing facilities in the Meridian Point building as well as a few improvements. This space will be located above the plaza overlooking the amphitheater. Included as part of Space B are two dressing rooms, two single use bathrooms with showers, a small green room for performers between acts, a warming kitchen for food service, and an elevator to the plaza level for easy access to the amphitheater. The size of the combined space is 6,205 +/- square feet, a 24% increase in the existing Meridian Point space. The additional estimated cost of construction to include Space B is \$618,750 for a total estimated cost of \$1,240,750. Approximately \$732,325 of this amount would be from the TDT Art Funds, while \$508,425 would be drawn from the Johns/Clemons TDT funds.

Spaces A, B and C: Amphitheater Operations, Performer Space and Amphitheater Full Support/Flexible Event Space (Spaces A + B + C in Attachment 1). In addition to the basic and enhanced service features outlined in the options described above, this design includes amphitheater support features, as requested by the CRA Board in the RFP, in the form of flexible event space that will be able to support the full range of programmed entertainment events at the Capital City Amphitheater as well as the many smaller events anticipated at Cascade Park following the redevelopment of the Firestone-Bloxham Annex properties. The design expands on the spaces offered in Space B, increasing the number of dressing rooms to 4, increasing the number of private restrooms with showers to 3, adding two public restrooms, enhancing the warming kitchen, offering a VIP lounge and reception space, a covered patio that overlooks the Capital City Amphitheater and Cascades Park, and nearly 2,700 square feet of event space to support amphitheater performances or the other 40 events at Cascades Park. The event space is designed to support various large and small gatherings, such as performances, readings, rehearsals, weddings, business and social gatherings, and small concerts. Space A in Attachment 2 details two different layouts for possible events. The size of the combined space is 12,955 +/- square feet. The additional estimated cost of construction to include Space C is up to \$1,900,000, for a total estimated cost of up to \$2,600,000 for all three options.

CRA and City staff has reviewed the proposed spaces and believe Spaces A, B and C from the NAP preliminary design present the greatest opportunity for growing and meeting future demand at the Capital City Amphitheater and on Cascade Park in general. At the May 4th meeting of the Tourist Development Council (TDC), the TDC Board received an update on the Firestone Bloxham redevelopment and discussion ensued. Based on the preliminary rendering, approximate square footage and estimated construction costs shared at the meeting, the TDC unanimously recommended including all three space options for amphitheater support in the redevelopment of the former Firestone building to be supported with TDT funds. The TDC also inquired about the ownership and maintenance responsibilities of the spaces and requested a more detailed cost estimate and project details be presented at a future TDC meeting, allowing for a special meeting to be called if needed.

#### Funding Options and Staff Recommendation:

Separate from the decision on the size and layout of the amphitheater support and event space is the cost of the space and how it will be paid for. The estimated cost of the comprehensive space (see Attachment 1) is \$2,522,000. The City will provide \$508,425 towards the construction of the basic amphitheater support option (Space A), which is estimated at \$622,000, leaving an unfunded balance of \$113,575 (\$622,000 - \$508,425). The estimated cost to construct the comprehensive amphitheater and event space (Spaces A + B + C), less the initial City payment, is \$2,013,575 (\$2,522,000 - \$508,425).

The redevelopment of the Firestone-Bloxham Annex properties presents a unique opportunity to incorporate enhanced support spaces for the Capital City Amphitheater and Cascades Park, spaces and uses that will further City and County efforts to promote an 18-hour downtown and increase tourism. As such, the amphitheater and event space improvements qualify to use tourist development tax funds. Chapter 125.0104, FS, allows use of tourist development tax funds to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote uses which attract tourists.

The redevelopment of the Firestone-Bloxham Annex properties presents a unique opportunity to incorporate enhanced support spaces for the Capital City Amphitheater and Cascades Park, spaces and uses that will further City and County efforts to promote an 18-hour downtown and increase tourism. As such, the amphitheater and event space improvements qualify to use tourist development tax funds. Chapter 125.0104, FS, allows use of tourist development tax funds to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote uses which attract tourists.

Staff recommends committing up to \$2.1 million of the TDT Arts Funds for the balance of the construction costs. NAP has agreed to cap the construction expenses at \$2,608,425, which will limit the expenditure of TDT Arts Funds to \$2.1 million even if final construction costs exceed this amount. However, CRA, City and Leon County staff, working with NAP, will continue to refine the amphitheater support space needs with a goal to reducing the costs to less than \$2.6 million.

Chapter 125.0104, FS, also requires improvements funded with tourist development tax funds to be publicly owned and operated, or owned and operated by not-for-profit organizations, and open to the public. NAP will develop the space as a condominium within the development, which will be owned or leased by either the City or the County.

Staff recommends the property be owned by the City as the City will be charged with daily programing of the space in conjunction with all other park activities.

CRA, City and Leon County staff have worked closely with NAP to develop a layout and cost estimates for the amphitheater support and event spaces that are designed to accommodate the anticipated needs of Capital City Amphitheater and the growing demand for public uses on Cascades Park. Staff recommends the CRA Board accept and incorporate the comprehensive amphitheater and event space outlined in the attachments as part of the Firestone site redevelopment. Staff further recommends the CRA Board authorize the use of up to \$2.1 million in TDT Arts Funds to purchase the spaces in the redeveloped Firestone site.

#### Options

1. Authorize the use of up to \$2.1 million in TDT Arts funds and \$508,425 in Johns/Clemons funds for the purchase of Spaces A, B and C: up to 12,995 +/- square feet of amphitheater operational support space and flexible event space. Authorize CRA staff to continue to work with the City and Leon County staffs and the developer to refine the design and develop final costs, which will be brought back for final CRA Board, City and County Commission approvals. Further authorize CRA staff to include this space in the CRA-NAP development agreement subject to final CRA Board approval.
2. Authorize the use of up to \$732,325 in TDT Arts funds and \$508,425 in Johns/Clemons funds for the purchase of Spaces A and B: up to 6,205 +/- square feet of amphitheater operational support space and performer support space. Authorize CRA staff to continue to work with the City and Leon County staffs and the developer to refine the design and develop final costs, which will be brought back for final CRA Board, City and County Commission approvals. Further authorize CRA staff to include this space in the CRA-NAP development agreement subject to final CRA Board approval.
3. Authorize the use of up to \$113,575 in TDT Arts funds and \$508,425 in Johns/Clemons funds for the purchase of Space A: up to 3455 +/- square feet of amphitheater operational support and storage space. Authorize CRA staff to continue to work with the City and Leon County staffs and the developer to refine the design and develop final costs, which will be brought back for final CRA Board, City and County Commission approvals. Further authorize CRA staff to include this space in the CRA-NAP development agreement subject to final CRA Board approval.
4. Do not authorize the use of any TDT Arts Funds for the purchase of amphitheater support space and flexible event space; provide staff with other direction.

#### Attachments/References

1. NAP Cost Estimates - Cascades Mixed-Use Project Amphitheater Support, May 2017
2. NAP Concept – Cascades Mixed-Use Project Amphitheater Support, May 2017

[Attachment 1.pdf \(65 KB\)](#)[Attachment 2.pdf \(824 KB\)](#)



**Leon County  
Board of County Commissioners**

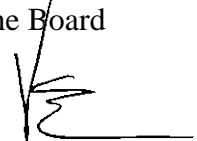
**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Agenda Item #15

March 27, 2018

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

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

**Title:** Bid Award to M of Tallahassee, Inc. in the Amount of \$4,407,000 for the Woodside Heights Wastewater Retrofit

<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 Tony Park, P.E., Director of Public Works
<b>Lead Staff/ Project Team:</b>	Charles Wu, P.E. Director of Engineering Services Tom Brantley, P.E., Chief of Building Engineering Theresa Heiker, P.E., Stormwater Management Coordinator

### **Statement of Issue:**

This agenda item seeks Board authorization to approve the bid from M of Tallahassee, Inc. in the amount of \$4,407,000 for the Woodside Heights Wastewater Retrofit. In support of the County's strong commitment to reduce nitrogen impacts in the PSPZ (Primary Springs Protection Zone), the Woodside Heights Wastewater Retrofit project replaces existing septic tanks and connects up to 200 homes to a newly constructed sewer system including the construction of a sanitary sewer lift station. As part of the project, septic tanks will be pumped out, collapsed, and backfilled. All roads in the subdivision will be reconstructed after sewer line installation is complete.

### **Fiscal Impact:**

This item has a fiscal impact to the County. The construction amount of \$4,407,000, as well as the engineering costs, inspection fees, and testing expenses related to the construction, estimated at \$183,931, have been budgeted and adequate funding is available through an equal share of County funds and grant funds received from the Northwest Florida Water Management District (NFWFMD) and Florida Department of Environmental Protection (FDEP).

### **Staff Recommendation:**

Option #1: Approve the bid award to M of Tallahassee, Inc. in the amount of \$4,407,000 for the Woodside Heights Wastewater Retrofit (Attachment #1), and authorize the County Administrator to execute the construction agreement.

## **Report and Discussion**

### **Background:**

This agenda item seeks Board authorization to approve the bid from M of Tallahassee, Inc. in the amount of \$4,407,000 for the Woodside Heights Wastewater Retrofit. The Woodside Heights subdivision is located in the southwest quadrant of the Tallahassee/Leon County Urban Services Area, and is bounded by Woodville Highway to the west and Capital Circle SE to the south (Attachment #2). The subdivision is fully developed on septic tanks with Leon County streets and drainage and City electric and water, although several lots within the development also remain served by private on-site water wells.

The development lies within the sand hills and karst plain features of southern Leon County and is underlain by the Floridian Aquifer which flows southerly towards Wakulla County. This area has been identified as being within the groundwater recharge area of Wakulla Springs, a prized natural attraction of North Florida. The primary purpose of this project is to remove nutrients from groundwater for water quality improvement in areas of southern Leon County, eastern Wakulla County, and most specifically, the Wakulla Springs recharge zone.

There are approximately 200 septic tanks in the neighborhood. To date, 153 property owners have signed up for connection to the new sewer system. The County will continue to contact the remaining property owners in an effort to have additional septic tanks removed and properties connected to the sewer system. Funds are available to support any additional property owners that wish to participate. As noted in the February 13, 2018 agenda item regarding springs restoration grants, FDEP has awarded an additional \$350,000 for the Woodside Heights project which will pay for required connection fees and any additional septic tank abandonment/sewer hook-ups. The grant and County matching funds of \$350,000 are contemplated in the “Leon County Water Quality and Springs Protection Infrastructure Improvement Plan.” Once grant documents are finalized with FDEP, an agenda item seeking acceptance and appropriating the grant will be presented to the Board for approval.

To replace existing septic tanks, 12,787 linear feet of new eight-inch diameter sewer lines will be extended along the center lines of existing streets, with 48 manholes located at horizontal and vertical juncture points, and a new sanitary sewer lift station located at Eire/Flagg Streets. The lift station will collect the sewage and transfer its contents, via a new six-inch diameter force main that is 4,384 linear feet in length, to a pre-existing City pump station located on the west side of Woodville Highway. In addition to connecting 153 homes to sewer, the contractor will also be pumping out, collapsing, and backfilling all of the existing septic tanks, and will also abandon ten private water wells and connect these homes to the City water supply. After the new sewer pipes have been backfilled, all of the roads in this subdivision will then be reconstructed.

This bid award is essential to the following FY 2017-FY 2021 Strategic Initiative and Bold Goal:

- Reduce nitrogen impacts in the PSPZ (Primary Springs Protection Zone) by identifying cost effective and financially feasible ways including:
  - Develop a septic tank replacement program. (2016-23A)

- Upgrade or eliminate 500 septic tanks in the PSPZ. (BG2)

This particular Strategic Initiative aligns with the Board's Environment Strategic priorities:

- (EN1) Protect the quality and supply of our water.
- (EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.

### **Analysis:**

The Invitation to Bid for the Woodside Heights Wastewater Retrofit project was advertised locally on December 22, 2017. A total of 496 vendors were notified through the automated procurement system. A total of 69 vendors requested bid packages. The County received four bids on February 8, 2018, with the lowest responsive bidder being M of Tallahassee, Inc. for a bid amount of \$4,407,000 (Attachment #3). The second lowest responsive bid was \$4,673,906, a difference of \$266,906. M of Tallahassee, Inc. met the 17% MBE and 9% WBE aspirational targets set for this bid (Attachment #4).

The construction amount of \$4,407,000, as well as the engineering costs, inspection fees, and testing expenses related to the construction, estimated at \$183,931, have been budgeted and adequate funding is available through County funds and grant funds received from the Northwest Florida Water Management District (NFWFMD) and Florida Department of Environmental Protection (FDEP).

If the bid award is approved, the project is expected to commence within a month. This project is scheduled to last a total of 15 months and be followed by a 30-day closeout period. The completed sewer system will be turned over to the City for operations and maintenance pursuant to the interlocal agreement approved by the Board on February 9, 2016.

### **Options:**

1. Approve the bid award to M of Tallahassee, Inc. in the amount of \$4,407,000 for the Woodside Heights Wastewater Retrofit (Attachment #1), and authorize the County Administrator to execute the construction agreement.
2. Do not approve the bid award to M of Tallahassee, Inc. for the Woodside Heights Wastewater Retrofit.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Draft Construction Agreement
2. Location Map
3. Bid Tabulation Sheet
4. MWSBE Statement

## 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 M of Tallahassee, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County the following services related to perform Septic to Sewer conversion in Woodside Heights subdivision, located near the corner of Capital Circle and Woodville Highway in accordance with: 1) Woodside Heights Wastewater Retrofit, Bid# BC-02-08-18-12, **a reduced portion of which is attached hereto with a full version available to view at: [www.leoncountyfl.gov/procurementconnect](http://www.leoncountyfl.gov/procurementconnect)**, and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

### 2. WORK

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

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

### 3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within four hundred fifty six (456) consecutive calendar days of the Notice to Proceed to substantial completion and an additional thirty (30) days for final completion for a total of 486 calendar days. 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, the sum of \$1,000.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

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

5. PAYMENTS TO THE GENERAL CONTRACTOR

- A. The General Contractor shall submit to the Owner a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the Owner on a monthly basis. Payment by the Owner to the General Contractor of the statement amount shall be made within twenty (20) days after approval of the Architect-Engineer and submitted to the Owner. Ten percent (10%) retainage shall be held at the discretion of the Owner and Architect, the 10% retainage shall be reduced to 5% at 50% completion of the work.
- B. Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the General Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the Owner, finished and ready for beneficial occupancy, or when the Owner occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the General Contractor and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and the applicable portion of the General Contractor's retain age, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to General Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.
- C. Payments to Subcontractors - The General Contractor shall promptly, but not later than 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retain age of ten percent (10%). If there should remain items to be completed, the General Contractor and Architect-Engineer shall list those items required for completion and the General Contractor shall require the retain age of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The General Contractor shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retain age, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.
- D. Delayed Payments by Owner - If the Owner shall fail to pay the General Contractor within 20 days after the receipt of an approved payment request from the General Contractor, then the General Contractor may, upon fourteen (14) additional days advance written notice to the Owner and the Architect-Engineer stop the Project until payment of the Amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Leon County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the General Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.
- E. Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the Owner on each occasion).



6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

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

B. The Contractor's Project Manager is:

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

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

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

D. Proper form for a payment request for this contract is:

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

7. STATUS

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

8. INSURANCE

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

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

- 1) General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X,C,U).
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property

damage. (Non-owned, Hired Car).

- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- 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.
  - e. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members **(County is to be named as Additional Insured)**.
- 2) All Coverages  
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law.

10. LICENSES

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

11. ASSIGNMENTS

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

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND  
Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes,

supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the                      day of                      , 20\_\_.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

### 13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

### 14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Exhibit B, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise

sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Exhibit B), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 315 S. Calhoun Street, Suite 450, Tallahassee, Florida or by email at: Darryl Jones-[DJones@oevforbusiness.org](mailto:DJones@oevforbusiness.org), LaTanya Raffington-[lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org), or Shanea Wilks-[swilks@oevforbusiness.org](mailto:swilks@oevforbusiness.org).

#### 15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

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

16. MONITORING

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

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

17. TERMINATION

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

18. PUBLIC ENTITY CRIMES STATEMENT

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

19. UNAUTHORIZED ALIEN(S)

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

20. EMPLOYMENT ELIGIBILITY VERIFICATION

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



Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

#### 21. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

#### 22. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

#### 23. REVISIONS

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

#### 24. VENUE

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

25. CONSTRUCTION

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

26. CONFLICTING TERMS AND CONDITIONS

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

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-02-08-18-12

Exhibit B – Vendor's Response to Solicitation #BC-02-08-18-12

**The remainder of this page intentionally left blank.**

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

**LEON COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
President or designee

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

Printed  
Name

Title: \_\_\_\_\_

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

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

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

Approved as to Form:  
Leon County Attorney's Office

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

**Bid Title: Woodside Heights Wastewater Retrofit**

**Bid No: BC-02-08-18-12**

**Opening Date: February 8, 2018**

**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.

PURPOSE:

Leon County is seeking the services of qualified contractor to perform Septic to Sewer conversion in Woodside Heights subdivision, located near the corner of Capitol Circle and Woodville Highway.

The general scope of services for the work will include, but not be limited to the construction of a new gravity sewer system, lift stations, abandonment of septic tanks & service, and connections to residential homes that have opted into the project. All work shall be performed in accordance with plans & specifications developed by Genesis, following any grant stipulations provided to the contractor by Leon County, distributed with this document and available at: [www.leoncountyfl.gov/procurementconnect](http://www.leoncountyfl.gov/procurementconnect).

Construction shall be completed in stages to minimize impact to residents and Vendors shall be responsible for MOT as it pertains to the scope of work maintaining access to existing sidewalks and corridors to existing occupied structures. Material staging will be provided close by in a Leon County Parks facility; however, security for materials in laydown area will be the responsibility of the Vendor.

Other documents that pertain to this Solicitation and must be viewed are the Woodside Heights Wastewater Retrofit Project:

- Environmental Management Permit Card
- Location Map
- Leon County Environmental Management Permit
- Individual Lot Plans:
  - Brent Lots
  - BrianDav Lots
  - Florence-Flagg Lots
  - Greenleaf Lots
  - Shannon Lots
  - Woodville-Eire-Margo-Susan-Amy Lots
- Woodside Heights Wastewater Retrofit Bid Pricing Sheet (PDF and Excel)

These documents may be viewed 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/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
December 22, 2017	Release of the ITB
December 29, 2017	Release of the ITB

January 23, 2018 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> January 25, 2018 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.
<b>Not later than:</b> February 8, 2018 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 Geri Forslund, phone (850) 606-1600; fax (850) 606-1601; E-mail [KelleyS@leoncountyfl.gov](mailto:KelleyS@leoncountyfl.gov) and [ForslundG@leoncountyfl.gov](mailto:ForslundG@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.

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

At minimum, the primary contractor or any subcontractors used shall be licensed by the State of Florida as a Certified Underground Utility and Excavation Contractor and/or prequalified by the Florida Department of Transportation (FDOT) in the Underground Utilities Work Class for applicable classes of work. The primary contractor or any subcontractors performing the road construction work shall be prequalified by FDOT in Flexible Paving or Grading Work Class. All Certified General, Electrical, Mechanical or Plumbing Contractors, Roadway Construction, and Certified Underground Utility and Excavation Contractors used on the project shall possess an active and current licensing placard issued by the Florida Department of Business and Professional Regulation (DBPR) and a Certificate of Qualifications issued by FDOT where applicable. Licensing in any category as a State Registered Contractor shall not be considered acceptable for this work. Copies of both the contractor's and any proposed subcontractors' licensing placards and Certificates of Qualifications shall be submitted to Leon County concurrent with bid. Failure to demonstrate licensing and certifications in the fashion described will result in the rejection of bid.

#### PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to

award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

**REJECTION OF BIDS:**

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

**RECEIPT AND OPENING OF BIDS:**

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will 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.

Notice of the Intended Decision will be posted on the County website at: [http://www.leoncountyfl.gov/Procurement connect](http://www.leoncountyfl.gov/Procurement%20connect) 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 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.

**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 underutilization.
  - c. Provide increased levels of information and assistance available to MBE-s and WBEs.
  - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
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:

Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email [DJones@oevforbusiness.org](mailto:DJones@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@oevforbusiness.org](mailto:swilks@oevforbusiness.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 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):
    - 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.

**INSURANCE:**

Bidders: attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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

- 1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including



Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X,C,U).

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- d. Umbrella: \$1,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

2. Deductibles and Self-Insured Retentions

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

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - 1. The County, its officers, officials, employees and volunteers are to be covered as 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.
  - 5. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall

provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members **(County is to be named as Additional Insured)**.

b. All Coverages

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

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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

**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.

**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 therefore.
- 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 a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Name of Principal)

By: (As Attorney-In-Fact)  
(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

#### TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within three hundred sixty five (365) consecutive calendar days of the Notice to Proceed to substantial completion and an additional thirty (30) days for final completion for a total of 395 calendar days. 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, the sum of \$250.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

#### EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

#### PAYMENTS

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(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO**



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**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**

**MONITORING**

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

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

**RIGHT TO INSPECT PLANT**

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

**TERMINATION**

The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if 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.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

**WARRANTIES:**

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

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

INDEMNIFICATION

The Contractor agrees to indemnify 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 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
- \_\_\_\_\_ Trench Safety Act



# Leon County

## Board of County Commissioners

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

Attachment #1  
Purchasing Director  
Page 30 of 177  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

Commissioners

January 29, 2018

NICK MADDOX  
At-Large  
Chairman

JIMBO JACKSON  
District 2  
Vice Chairman

BILL PROCTOR  
District 1

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

RE: Bid Title: Woodside Heights Wastewater Retrofit  
Bid No: BC-02-08-18-12  
Opening Date: February 8, 2018 at 2:00 PM

### ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the bid specifications:

A. Revisions to the Invitation to Bid (ITB):

- 1) Delete the first paragraph of Time and Liquidated Damages section appearing upon page 14 of the current ITB document, and replace it with the following revised paragraph:

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 **four hundred fifty six (456)** consecutive calendar days of the Notice to Proceed to substantial completion and an additional thirty (30) days for final completion for a total of **486** calendar days. 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, the sum of **\$1,000.00.**

- 2) Disregard all reference and/or forms pertaining to Local Vendor Certification. Local preference in awarding this bid is **prohibited** by the grant sponsor.
- 3) Attachment J, Bid Price Sheet is deleted in its entirety and replaced with a **revised Attachment J, Bid Price Sheet, locked Excel file, which may be downloaded on Procurement Connect – Supplemental Documents.**
- 4) Addition of **Geotechnical Reports, see the attached PDF file.**

5) **Plumbing Code shall be updated to 6<sup>th</sup> Edition 2017.**

B. Revisions to the Plans, and specific changes being made:

- 1) The following plan set sheets numbers are deleted in their entirety and replaced with the attached revised plans with identical numbers :

- a) 1 (Date and Bid Number only), 17, 20, 21, 23, 25-32, 38, 40-42

- 2) Changes to plans consist of the following:

- a) Delete all water main and water service construction in R/W to meters. Meter set remains in contract.
  - b) Delete gate valve at pump station, add plug valve at pump station.
  - c) Delete 3' wide man gate at south side of pump station fence, add 3' wide man gate at east side of pump station fence.
  - d) Revised typical section for the roadway.

C. Questions received with answers being provided (***In Bold***) to assist all in preparation of the bid submission:

1. I have a question in regards to the 4" service laterals.  
COT specs call for the use of a two way clean out tee on sanitary laterals. In past experiences with various COT inspectors, some want to the two way clean out and some want to see a wye/45 combo. What method will be required by the inspector(s) on this project?

***Cleanouts should be installed per detail S13 (Attachment K) in the specifications. I have attached the detail sheet for your use.***

2. The plans do not delineate where the DR18 is located on the project. The fittings required to adapt to the DR18 are different that the SDR26. Can you let us know what manholes the DR18 runs between??

***When the depth of the gravity sewer exceeds 16 feet then DR 18 is required per City specifications.***

3. Is the City of Tallahassee doing the CCTV video testing and who's paying for it???

***There are 2 free CCTV tests provided by the City; any required pipeline corrections and retests shall be at the Contractor's expense.***

4. As stated in the pre-bid yesterday by Allen's Excavation we also request there should be an additional 180 days added to the job completion time.

***See Item #A.1 above.***

5. Please review the time schedule for this project, I feel like it should be more like 540 days??

***See Item #A.1 above.***

6. Who is paying for the testing???

***The Contractor shall pay for all testing in the roadway inclusive in applicable bid prices, and the County will perform verification testing; any required re-work and retests shall be at the Contractor's expense.***

***The City shall inspect construction of the sewer system to ensure compliance with the previously approved City specifications and requirements. The City has its own testing firm (Southern Earth Sciences) for sewer line work. The County shall pay the City all costs incurred for inspection and construction related testing; however, the County shall intend to hold the Contractor accountable for the costs of any corrections and retests, as may be required by the City.***

7. Road steel plates will be used each night to cover up the open excavation??

***Trench plates designed to cover the width of the opening can be used to secure the project site at night. The plates shall be designed by a Florida Professional Engineer and submitted as a shop drawing submittal at the beginning of the project to be relied upon for the duration of the project.***

8. Is a separate plumbing permit needed to connect houses??

***A plumbing permit is required for the work on each lot and it shall be paid for and applied for by the Contractor's plumber as incidental to the price for the service connection pay item for the work on the lots.***



9. May existing soils be used as backfill for sewer construction?

***Native soils may be used to backfill trenches upon testing, verification and approval that the material meets City specifications.***

10. Are permits required, and if so who pays the permit fees for the required well and septic tank abandonments??

***Applicable septic tank abandonment permits by State of Florida, Department of Health shall be required as issued through the County Public Health Unit, located on the 2<sup>nd</sup> Floor of Renaissance Center.***

***Permits for the water well abandonments shall both be applied for and paid for by the Contractor inclusive in the applicable unit prices for this work. These permits shall be obtained through the Northwest Florida Water Management District by a licensed State of Florida Water Well Contractor.***

***Permits for the septic tanks shall be coordinated and applied for by the Contractor inclusive in the applicable unit prices for this work, but paid for by the County; however, these septic tank permits expire after 90-days and the County will not pay for extensions, reapplication or reissuances of these permits, which shall remain the Contractor's responsibility. The application forms have been filled out for each lot and are in the possession of the County Public Health Unit ready for issuance once the work is ready to be commenced.***

11. Who is responsible for City connection fees??

***The Contractor is not responsible for systems charges or tap fees.***

12. Where does the sod number go??

***A pay item has been added to the Contract and shall be used for R/W disturbances only; see Item #A.3 above. Work on the lots is incidental to the applicable pay items (ex., well and septic tank abandonment, and new sewer laterals) and shall be included in these bid prices.***

13. May we work on Saturdays??

***Working on Saturdays is permissible with advance notification given (i.e., on or before Wednesday) and with approval granted by both the City and the County. Work hours on Saturday shall be the same as weekdays, 8am to dusk.***

14. Must work areas be completely closed every night??

***Yes; but also see Item #C.7 above.***

15. What about driveways? What happens when a homeowner wants their entire driveway replaced rather than just a repair? Shouldn't there be a separate concrete number??

***It is the intent that the pay items for work occurring on the lots shall be all inclusive. The Contractor shall strive to keep damages upon private property to a minimum, and shall promptly repair any damages made to satisfaction of the owner(s).***

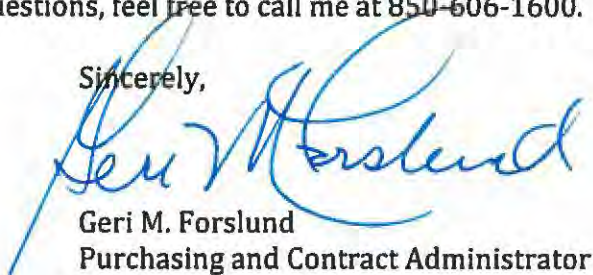
16. What impact to the Engineer's Opinion of Costs (OPC) do the changes reflected in this addendum make??

***The updated OPC representing these changes is \$5,018,236.00***

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Ger M Forslund

Ger M. Forslund  
Purchasing and Contract Administrator  
Purchasing Division

## WOODSIDE HEIGHTS WASTEWATER RETROFIT BID FORM

Pay Item Number	Pay Item Description	Units	Quantity	Unit Price	Total Price
<b>Woodside Heights Wastewater Retrofit (Sewer)</b>					
<b>GENERAL CONTRACT ITEMS:</b>					
GCI-00	Mobilization	LS	1		\$0.00
GCI-10	Temporary Traffic Control	LS	1		\$0.00
GCI-30	Temporary Erosion, Sedimentation, and Water Pollution Control	LF	7,550		\$0.00
GCI-40	Tree Protection (& Arboricultural Mitigation)	LF	3,624		\$0.00
GCI-50	Selective Clearing and Grubbing	LS	1		\$0.00
<b>ROAD SURFACE RESTORATION PAY ITEMS:</b>					
RSR-00	Subgrade Stabilization (LBR 40), 12"	SY	32,215		\$0.00
RSR-10	Base Course, Limerock (LBR 100), 6"	SY	30,799		\$0.00
RSR-30	Structural Asphalt, SP-9.5, 1" Min.	SY	29,384		\$0.00
RSR-31	Structural Asphalt, SP-12.5, 1.5" Min.	SY	29,384		\$0.00
RSR-50	Asphalt Removal & Disposal	SY	29,224		\$0.00
<b>MISCELLANEOUS SURFACE RESTORATION PAY ITEM:</b>					
MSR-10	Solid Sod	SY	32,807		\$0.00
<b>SEWER</b>					
<b>PRECAST CONCRETE SEWER MANHOLES</b>					
SMH-0406	Sewer Manhole, 4' Dia., 0-6.0 Ft. Depth	EA	2		\$0.00
SMH-0408	Sewer Manhole, 4' Dia., 6.1-8.0 Ft. Depth	EA	10		\$0.00
SMH-0410	Sewer Manhole, 4' Dia., 8.1-10.0 Ft. Depth	EA	10		\$0.00
SMH-0412	Sewer Manhole, 4' Dia., 10.1-12.0 Ft. Depth	EA	10		\$0.00
SMH-0414	Sewer Manhole, 4' Dia., 12.1-14.0 Ft. Depth	EA	4		\$0.00
SMH-0416	Sewer Manhole, 4' Dia., 14.1-16.0 Ft. Depth	EA	4		\$0.00
SMH-0418	Sewer Manhole, 4' Dia., 16.1-18.0 Ft. Depth	EA	7		\$0.00
SMH-0420	Sewer Manhole, 4' Dia., 18.1-20.0 Ft. Depth	EA	1		\$0.00
<b>GRAVITY SEWER MAIN - OUTSIDE OF PAVEMENT/ROAD (Select Fill only)</b>					
GSM-01-0806-PVC	Gravity Sewer Main, 8", 0-6.0 Ft. Depth, PVC (DR26)	LF	221		\$0.00
GSM-01-0808-PVC	Gravity Sewer Main, 8", 6.1-8.0 Ft. Depth, PVC (DR26)	LF	1,635		\$0.00
GSM-01-0810-PVC	Gravity Sewer Main, 8", 8.1-10.0 Ft. Depth, PVC (DR26)	LF	3,663		\$0.00
GSM-01-0812-PVC	Gravity Sewer Main, 8", 10.1-12.0 Ft. Depth, PVC (DR26)	LF	3,387		\$0.00
GSM-01-0814-PVC	Gravity Sewer Main, 8", 12.1-14.0 Ft. Depth, PVC (DR26)	LF	1,537		\$0.00
GSM-01-0816-PVC	Gravity Sewer Main, 8", 14.1-16.0 Ft. Depth, PVC (DR26)	LF	963		\$0.00
	Gravity Sewer Main, 8", 16.1-18.0 Ft. Depth, PVC (C-900 DR18)	LF	1,165		\$0.00
	Gravity Sewer Main, 8", 18.1-20.0 Ft. Depth, PVC (C-900 DR18)	LF	115		\$0.00
GSM-01-1018-PVC	Gravity Sewer Main, 10", 16.1-18.0 Ft. Depth, PVC (C-900 DR18)	LF	101		\$0.00
<b>SANITARY SEWER SERVICES – STANDARD INSTALLATION (ROW)</b>					
GSS-01-0804-PVC-20	Sewer Services, 8"x4", PVC (DR26), 21-40 Ft. Length	EA	251		\$0.00
<b>SANITARY SEWER SERVICES – STANDARD INSTALLATION (ON-SITE)</b>					
GSS-01-0804-PVC-	Sewer Services, 8"x4", PVC (DR26), 60-200 Ft. Length	EA	154		\$0.00
	Septic Tank Abandonment	EA	161		\$0.00
<b>CORE-DRILL Connection to Existing SEWER MANHOLE (INCLUDES BENCH MODIFICATIONS)</b>					
CMH-06	Core-Drill Connection to Existing Sewer MH, 6"	EA	1		\$0.00
	Liner per Specifications for Existing Manhole	EA	1		\$0.00
<b>240 GPM PUMP STATION (GENERATOR NOT INCLUDED)</b>					
SPS-01	Sanitary Sewer Pump Station (230V, 15HP Or Less Duplex Station)	LS	1		\$0.00
<b>SEWER FORCE MAIN, HORIZONTAL DIRECTIONAL DRILL (HDD) INSTALLATION</b>					
SFM-03-06-HDP	HDD Sewer Force Main, 6", HDPE (PE4710, DIPS, DR11, Green Stripe)	LF	4,251		\$0.00
<b>SEWER FORCE MAIN-STANDARD INSTALLATION (INCLUDES PAVEMENT RESTORATION)</b>					
SFM-02-06-HDP	Sewer Force Main, 6", HDPE (PE4710, DIPS, DR11, Green Stripe)	LF	133		\$0.00
	<b>Subtotal Sewer</b>				<b>\$0.00</b>



1/29/2018

WOODSIDE HEIGHTS WASTEWATER RETROFIT BID FORM

Pay Item Number	Pay Item Description	Units	Quantity	Unit Price	Total Price
Woodside Heights Wastewater Retrofit (Water)					
POTABLE WATER SERVICES – STANDARD INSTALLATION (ON LOT)					
PWS-01-0601-99	Water Service, 3/4", > 40 Ft., HDPE (from meter to house)	EA	20		\$0.00
WATER METER SETTING					
WMS-0158	Meter Setting, Single, 5/8"	EA	20		\$0.00
PRESSURE REDUCER VALVE					
	3/4" Pressure Reducer Valve	EA	20		\$0.00
CROSS-CONNECTION BACKFLOW PREVENTER (ON LOT)					
	3/4" Backflow Preventer	EA	20		\$0.00
MISCELLANEOUS					
POTABLE WELL ABANDONMENT					
		EA	10		\$0.00
	Subtotal Water				\$0.00
	Subtotal Sewer				\$0.00
	Total Cost				\$0.00

**FINAL REPORT OF**  
**GEOTECHNICAL INVESTIGATION**  
**PUMP STATION**  
WOODSIDE HEIGHTS WASTEWATER RETROFIT  
LEON COUNTY, FLORIDA

*Prepared For:*

**GENESIS GROUP, INC.**  
2507 CALLAWAY ROAD  
SUITE 100  
TALLAHASSEE, FLORIDA 32303

*Prepared By:*

**ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.**  
104 NORTH MAGNOLIA DRIVE  
TALLAHASSEE, FLORIDA 32301  
(850) 386-1253

*October 2017*  
*18-139-16-02B*

October 23, 2017

EGS File Number: 18-139-16-02B

Genesis Group, Inc.  
2507 Callaway Road  
Suite 100  
Tallahassee, Florida 32303

**ATTN:** David Hutcheson, P.E.  
Vice President

**SUBJECT:** Final Report of Geotechnical Investigation  
Pump Station  
Woodside Heights Wastewater Retrofit  
Leon County, Florida

Dear David:

As authorized by Genesis Group, Inc. (**Genesis**), Environmental and Geotechnical Specialists, Inc. (**EGS**) has conducted a geotechnical investigation for the proposed pump station associated with the above referenced project. This investigation was performed in conjunction with the Report of Geophysical Investigation (**EGS** Project No. 18-139-16-03), which was conducted to evaluate the subsurface conditions and determine if an active karst feature exists below the footprint of the proposed pump station. This Report presents the results of the field investigation, laboratory testing, measured groundwater level, estimated "normal" seasonal high groundwater level, geotechnical design recommendations, and construction considerations.

## **SCOPE OF SERVICES**

The Scope of Services authorized for this subsurface investigation consisted of the following:

- Performing a Geophysical Investigation using Electrical Resistivity Imaging (**ERI**) to evaluate the existence of an active karst feature below the location of the proposed pump station;
- Installation of two (2) soil borings to depths of approximately 30 feet below the existing ground;
- Conducting standard penetration tests (**SPT**) to evaluate the relative strength and uniformity of the subsoils;
- Testing of representative samples of the subsoils for classification and uniformity;



- Development of geotechnical design parameters; and,
- Preparation of geotechnical plan sheet and this Report.

## SITE LOCATION AND CONDITIONS

The project site is located in the Woodside Heights subdivision, adjacent to the intersection of Erie Street and Flagg Street in Leon County. A Project Location Map has been included as **Figure 1**. The United States Geological Survey (**USGS**) Topographic Survey Contours have been overlain on an aerial map of the project site, provided as **Figure 2**. In addition, the potential Karst features identified on the Leon County / City of Tallahassee GIS Database have been shown on the aerial map in **Figure 2**. As can be seen in **Figure 2**, the existing ground surface is relatively flat, with the elevation varying from approximately EL 40 feet to EL 45 feet. Permanent groundwater is likely at a depth of 10 feet or greater. Photographs of the existing site conditions, taken by **EGS** personnel March 2017, have been included as **Figures 3A** and **3B**.

## PROPOSED CONSTRUCTION

Based upon the Plans provided by **Genesis**, **EGS** understands the proposed wastewater pump station will include the addition of a ten (10) feet diameter wet well, as well as the installation of a perimeter fence and a 6 feet by 6 feet concrete pad for a generator. The proposed pump station is within close proximity to private residences in the Woodside Heights subdivision. The primary intent of this geotechnical investigation is to provide subsurface data aid in design and construction of the pump station.

## SUBSURFACE INVESTIGATION

The subsurface investigation outlined in this Report was conducted in March 2017. Joshua Jenkins, P.E., was the Project Engineer with the assistance of Kevin Sweeney, E.I., as the Field and Staff Engineer. Myron Hayden, P.E., served as the supervising Senior Geotechnical Engineer for this investigation.

**EGS** installed two (2) soil borings, labeled **WH-1** and **WH-2**, to a depth of 28 and 30 feet, respectively within the proposed area of construction during the geophysical investigation referenced previously. The approximate location of each soil boring is shown in **Figure 4**. A summary of the soil boring location data has been provided in **TABLE 1**.

In order to minimize potential for impacts to unknown buried utilities, **EGS** installed the top seven and one-half (7 ½) feet of the soil bring using a hand auger coupled with static hand Cone Penetration Index (**CPI**) tests conducted on one (1) foot intervals to measure the relative density of the soils. Below seven and one-half (7 ½) feet, **SPTs** were conducted continuously to a depth of 12 feet and then conducted two and one-half (2 ½) feet intervals to the boring termination depth. All **SPT** sampling was conducted with an

automatic hammer and in accordance with ASTM D1586. **CPI** values were converted to equivalent **SPT 'N'** values using the correlation  $N = CPI/4$ .

Soil samples were collected, classified in the field by **EGS** personnel, and then sealed and transported to **EGS'** laboratory for additional testing. The laboratory testing included water content, grain-size distribution determination, and Atterberg limits. The soil samples were classified with respect to the Unified Soil Classification System (**USCS**). A summary of all testing conducted for this investigation is shown on the Report of Soil Borings provided in **Appendix A**, along with the Soil Boring Log and the Soil Classification Data provided as **Appendices B** and **C**, respectively.

## GENERAL SUBSURFACE CONDITIONS

### Soils

The soil conditions encountered during this investigation have been illustrated on the Report of Soil Borings provided as **APPENDIX A** and in the Generalized Soil Profile shown in **Figure 5**. Additionally, detailed Soil Boring Logs and Soil Classification Data have been provided in **APPENDICES B** and **C**, respectively.

As can be seen in **APPENDIX A** and **Figure 5**, the subsurface soils consist of the about 12 feet of Very Loose to Loose Fine Sand (**SP-SM**). Underlying the Fine Sand is five (5) to eight (8) feet of Medium Dense Clayey Fine Sand (**SC**). In Soil Boring **WH-1** at a depth of 15 feet is a 12 feet thick layer of Stiff to Very Stiff Plastic Sandy Silt (**MH**) with Moderately Hard Limestone encountered at about EL 15 feet. In Soil Boring **WH-2**, at about EL 22.5 feet is a five (5) feet thick layer of Medium Dense Clayey Sand (**SC**) underlain by at least five (5) feet of Highly Plastic Sandy Silt (**MH**).

### Groundwater

Groundwater was encountered at about EL 18 feet in Soil Boring **WH-1** and not encountered (below EL 12.5 feet) in Soil Boring **WH-2**. A summary of the field encountered groundwater conditions and estimated "normal" seasonal high groundwater at each soil boring location has been presented in **TABLE 1**.

### Karst Condition

Based on the Geophysical Investigation conducted previously, **EGS** does not believe that an active karst feature exists below the footprint of this pump station.

## GEOTECHNICAL DESIGN RECOMMENDATIONS

The geotechnical design recommendations made by **EGS** in this Report have been made using the following assumptions: the pump station will be constructed of reinforced concrete; the bottom bearing surface of the pump station will be at or below EL 30 feet; and, the pump station will be at least eight (8) feet in diameter.

### Subsoil Excavation

Based on the soils data collected during this Geotechnical Investigation, **EGS does not believe** additional excavation will be necessary beyond what is required to prepare the bearing surface for the pump station foundation in accordance with the *COT Technical Specifications for Water and Sewer Construction*.

### Material Reuse

Based on a review of the soils encountered in this investigation, and the requirements for select backfill provided in the *COT Technical Specifications for Water and Sewer Construction*, it is expected that the fine sands encountered to a depth of approximately 10 feet will be suitable for reuse as select backfill.

### Groundwater Impact and Control

Depending on the depth of the wet well, it is possible groundwater may be encountered during construction of the pump station. Additionally, as previously noted, the plastic silt encountered around EL 27 feet may “perch” groundwater during and after periods of heavy rains and wet weather.

### Geotechnical Design Parameters

Based on the soils encountered during this study, assumed foundation dimensions, and subgrade preparations outlined above, the following geotechnical parameters can be used:

- Allowable **Net** Bearing Pressure ( $q_{all}$ ): 1,000 lb/ft<sup>2</sup>
- Modulus of Subgrade Reaction ( $K_s$ ): 60,000 lb/ft<sup>3</sup>

In addition, EGS has provided in **TABLE 2** geotechnical design parameters for each of the soil strata encountered.

## CONSTRUCTION CONSIDERATIONS

As previously mentioned, existing structures are in close proximity to planned construction throughout the project limits. **EGS believes** that construction efforts expected for this project, such as vibrations caused by dynamic compaction of pipe subgrade and backfill soils, may cause adverse impacts to these adjacent structures.

Therefore, **EGS recommends** consideration be given to precluding or minimizing the use of heavy vibratory equipment on this project.

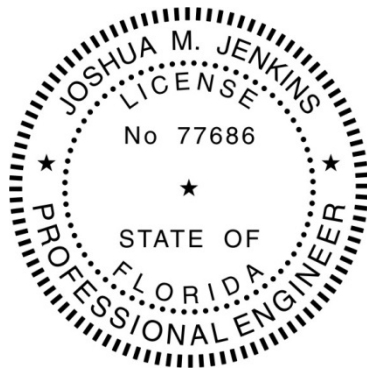
## CLOSURE

The data and results presented in this Report are intended for use by Genesis Group, Inc. and the Leon County Department of Public Works for the construction of the Pump Station as part of the Woodside Heights Wastewater Retrofit Project, as identified herein. This data may not be used without the expressed written consent of Genesis Group, Inc. and Leon County Department of Public Works. This Report is not intended for any other use and will likely not be applicable. This Report shall not be reproduced, except in full, without the written approval of Environmental and Geotechnical Specialists, Inc. The data and recommendations presented in this Report are based on soil borings made at the specific locations and depths noted. Subsurface conditions at other locations may vary significantly from those presented herein. Should data become available which is different from the data presented herein, Environmental and Geotechnical Specialists, Inc. requests the opportunity to review the data and make any modifications to the design recommendations which may be appropriate.

If you have any questions concerning the information contained in this Report, please do not hesitate to call Myron Hayden, PE or myself (850) 536-8359.

Sincerely,

Environmental and Geotechnical Specialists, Inc.  
Florida Certification of Engineering Authorization No. 6222



THIS REPORT HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND  
SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC  
DOCUMENTS

Environmental & Geotechnical Specialists, Inc.  
104 North Magnolia Drive  
Tallahassee, FL 32301  
Certificate of Authorization: 6222  
Joshua M. Jenkins, P.E. No. 77686

# *TABLES*

**TABLE 1**  
**SOIL BORING LOCATION AND GROUNDWATER DATA**  
**PUMP STATION**  
**WOODSIDE HEIGHTS WASTEWATER RETROFIT**  
**LEON COUNTY, FLORIDA**

BORING LABEL	BORING DEPTH  (FEET)	GROUND SURFACE ELEVATION  (FEET)	STATE PLANE COORDINATES		MEASURED GROUNDWATER		ESTIMATED "NORMAL" SEASONAL HIGH GROUNDWATER	
			(FEET)	(FEET)	DEPTH (FEET)	ELEVATION (FEET)	DEPTH (FEET)	ELEVATION (FEET)
WH-1	28.3	43.0	502058	2041428	25.0	18.0	22.0	21.0
WH-2	30.0	43.0	502075	2041437	> 30.0	< 13.0	22.0	21.0

**NOTES:** 1. DEPTH MEASURED BELOW EXISTING GROUND SURFACE.  
2. ELEVATION REPRESENTS EXISTING GROUND SURFACE DETERMINED FROM PLANS PROVIDED BY GENESIS.  
3. BORING LOCATIONS ARE APPROXIMATE AND BASED ON PLANS PROVIDED BY GENESIS.

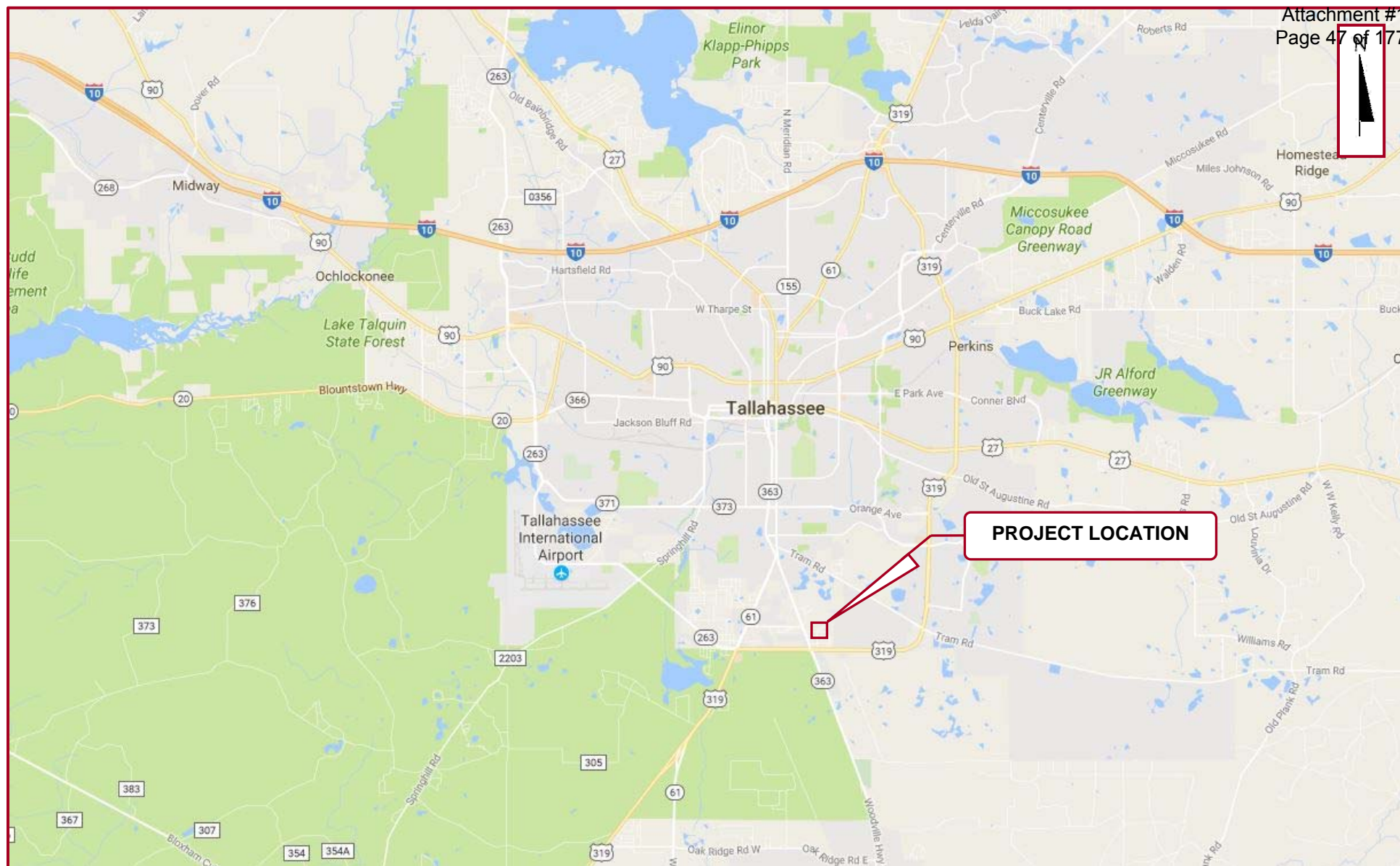


**TABLE 2**  
**GEOTECHNICAL DESIGN PARAMETERS**  
**PUMP STATION**  
**WOODSIDE HEIGHTS WASTEWATER RETROFIT**  
**LEON COUNTY, FLORIDA**

APPROXIMATE ELEVATION  (FEET)	SPT 'N <sub>COR</sub> ' VALUE <sup>1</sup>	ANGLE OF INTERNAL FRICTION  $\phi$ (DEGREES)	TOTAL SOIL UNIT WEIGHT  $\gamma$ (LB/FT <sup>3</sup> )	EFFECTIVE SOIL UNIT WEIGHT  $\gamma'$ (LB/FT <sup>3</sup> )	UNDRAINED SHEAR STRENGTH  $c$ (LB/FT <sup>2</sup> )	ACTIVE EARTH PRESSURE COEFFICIENT  $k_a$	PASSIVE EARTH PRESSURE COEFFICIENT  $k_p$	SOIL DESCRIPTION
43.0 to 32.0	5	28	100	100	0	0.36	2.77	FINE SAND ( <b>SP-SM</b> )
32.0 to 21.0	15	32	115	115	500	0.31	3.19	CLAYEY FINE TO CLAYEY SAND ( <b>SC</b> )
21.0 to 13.0	15	0	120	58	1,000	1.00	1.00	HIGHLY PLASTIC SANDY SILT ( <b>MH</b> )

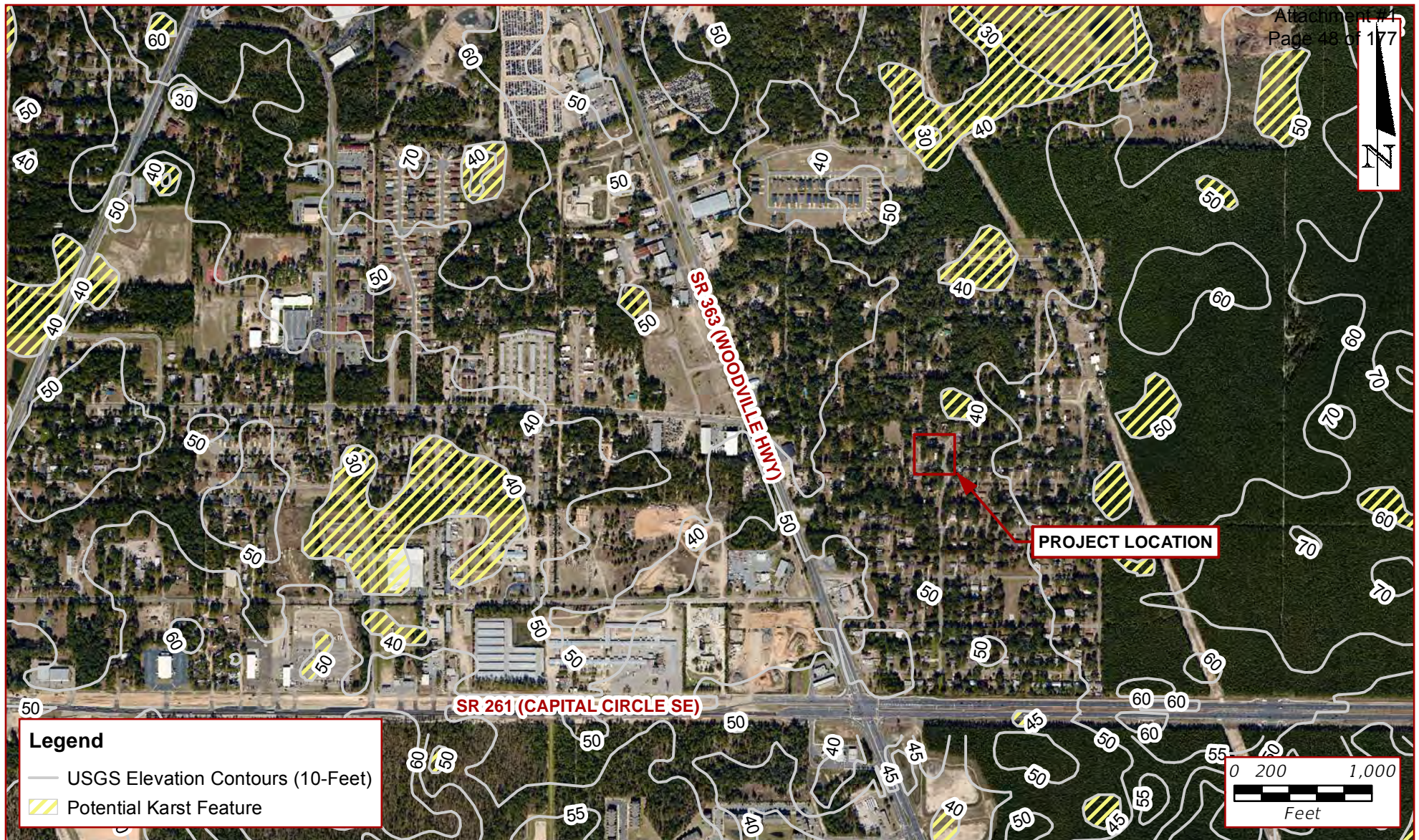
**NOTE:** 1. SPT 'N<sub>COR</sub>' VALUES HAVE BEEN CORRECTED FOR OVERBURDEN PRESSURE AND HAMMER EFFICIENCY.

# FIGURES



DRAWN S. SCARPA		CHECKED: K. SWEENEY, E.I.	Environmental & Geotechnical Specialists, Inc.  104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253  Page 767 of 1166	TITLE:  SITE VICINITY MAP PUMP STATION WOODSIDE HEIGHTS WASTEWATER RETROFIT LEON COUNTY, FLORIDA	
ENGINEER: J. JENKINS, P.E.					
CLIENT: GENESIS GROUP, INC.					
PROJ. NO.: 18-139-16-02B	SCALE:			DATE: APRIL 2017	FIGURE NO.: 1 Posted March 19, 2018





DRAWN: S. SCARPA	CHECKED: K. SWEENEY, E.I.	Environmental and Geotechnical Specialists, Inc.  104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253 Fax #: (850) 385-8050	TITLE:  USGS TOPOGRAPHIC MAP PUMP STATION WOODSIDE HEIGHTS WASTEWATER RETROFIT LEON COUNTY, FLORIDA	
ENGINEER: J. JENKINS, P.E.			DATE: APRIL 2017	
CLIENT: GENESIS GROUP, INC.				
PROJ. NO.: 18-139-16-02B	SCALE:		FIGURE NO.: 2 Posted March 19, 2018	



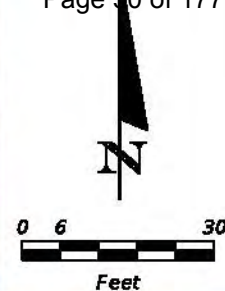


**FIGURE 3A:** EXISTING SITE CONDITIONS NEAR PROPOSED PUMP STATION LOCATION (FACING NORTHEAST)



**FIGURE 3B:** EXISTING SITE CONDITIONS NEAR PROPOSED PUMP STATION LOCATION (FACING SOUTHWEST)





# LEGEND

- SOIL BORING LOCATION

DRAWN:  
K. SWEENEY, E.I.

CHECKED:  
M. LANDSCHOOT, P.E.

ENGINEER:  
M. HAYDEN, P.E.

CLIENT:  
GENESIS GROUP, INC.

PROJ. NO.:  
18-139-16-02B

SCALE:  
1" = 30'

Environmental & Geotechnical Specialists, Inc.

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

Page 770 of 1166

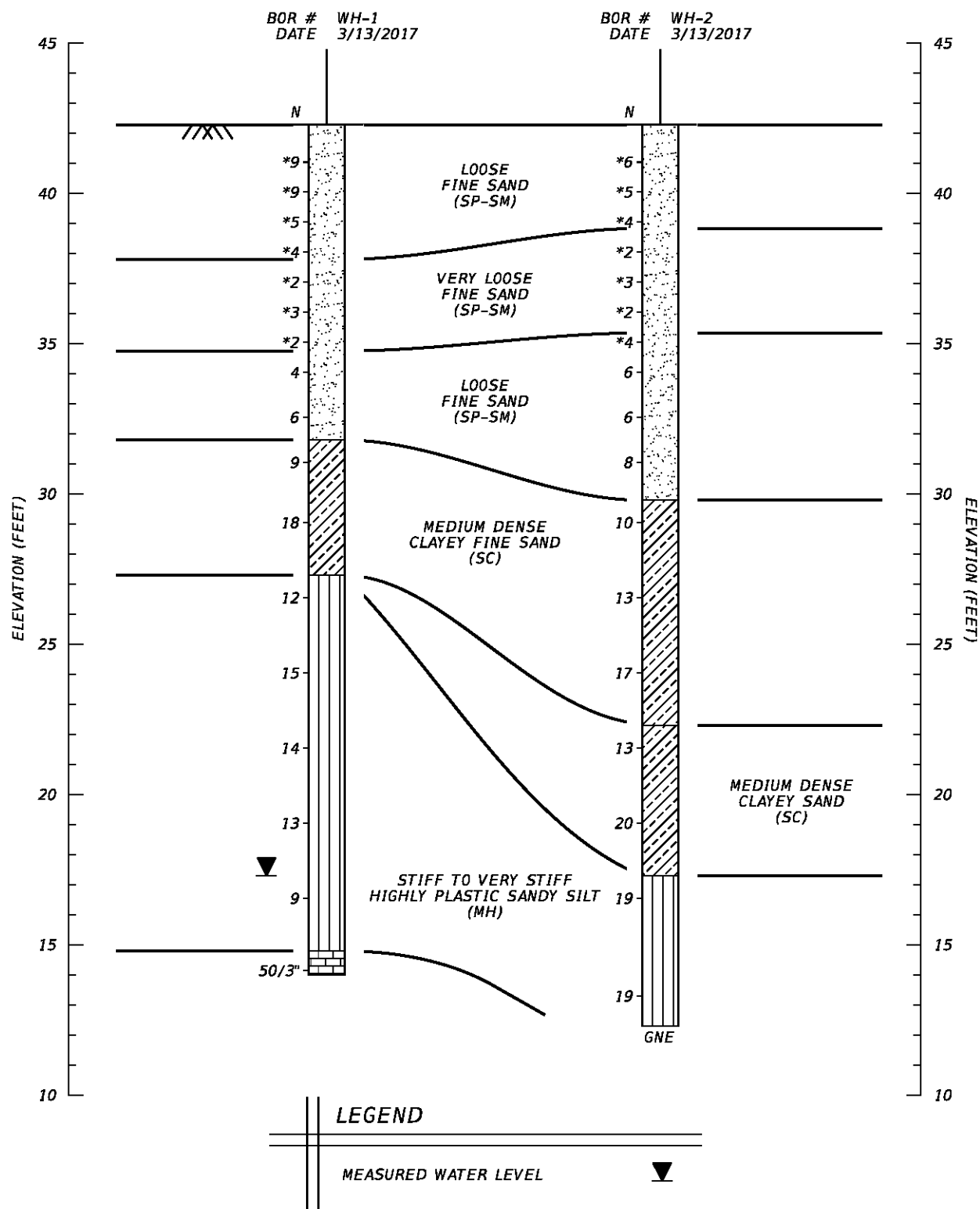
TITLE:

SOIL BORING LOCATION MAP  
PUMP STATION  
WOODSIDE HEIGHTS WASTEWATER RETROFIT  
LEON COUNTY, FLORIDA

DATE:  
APRIL 2017

FIGURE NO.:  
4  
Posted March 19, 2018





DRAWN: S. SCARPA	CHECKED: K. SWEENEY, E.I.	ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.  104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE #: (850) 386-1253	TITLE: GENERALIZED SOIL PROFILE WOODSIDE HEIGHTS PUMP STATION LEON COUNTY, FLORIDA	
ENGINEER: J. JENKINS, P.E.				
CLIENT: GENESIS GROUP, INC.				
PROJ. NO.: 18-139-16-02B	SCALE: 1" = 5'		DATE: MAY 2017	FIGURE: 5

*APPENDIX A*  
*GEOTECHNICAL PLAN SHEET*

LEGEND

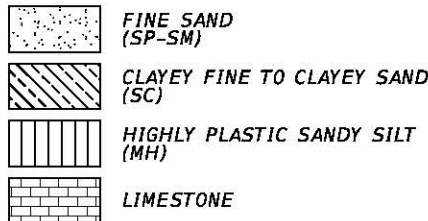
MEASURED WATER LEVEL



LABORATORY TESTING RESULTS



WATER CONTENT (%) WC=  
-200 SIEVE -200=  
LIQUID LIMIT LL=  
PLASTICITY INDEX PI=  
N-VALUE EQUIVALENT (NOTE 2) \*N  
GROUND WATER NOT ENCOUNTERED GNE

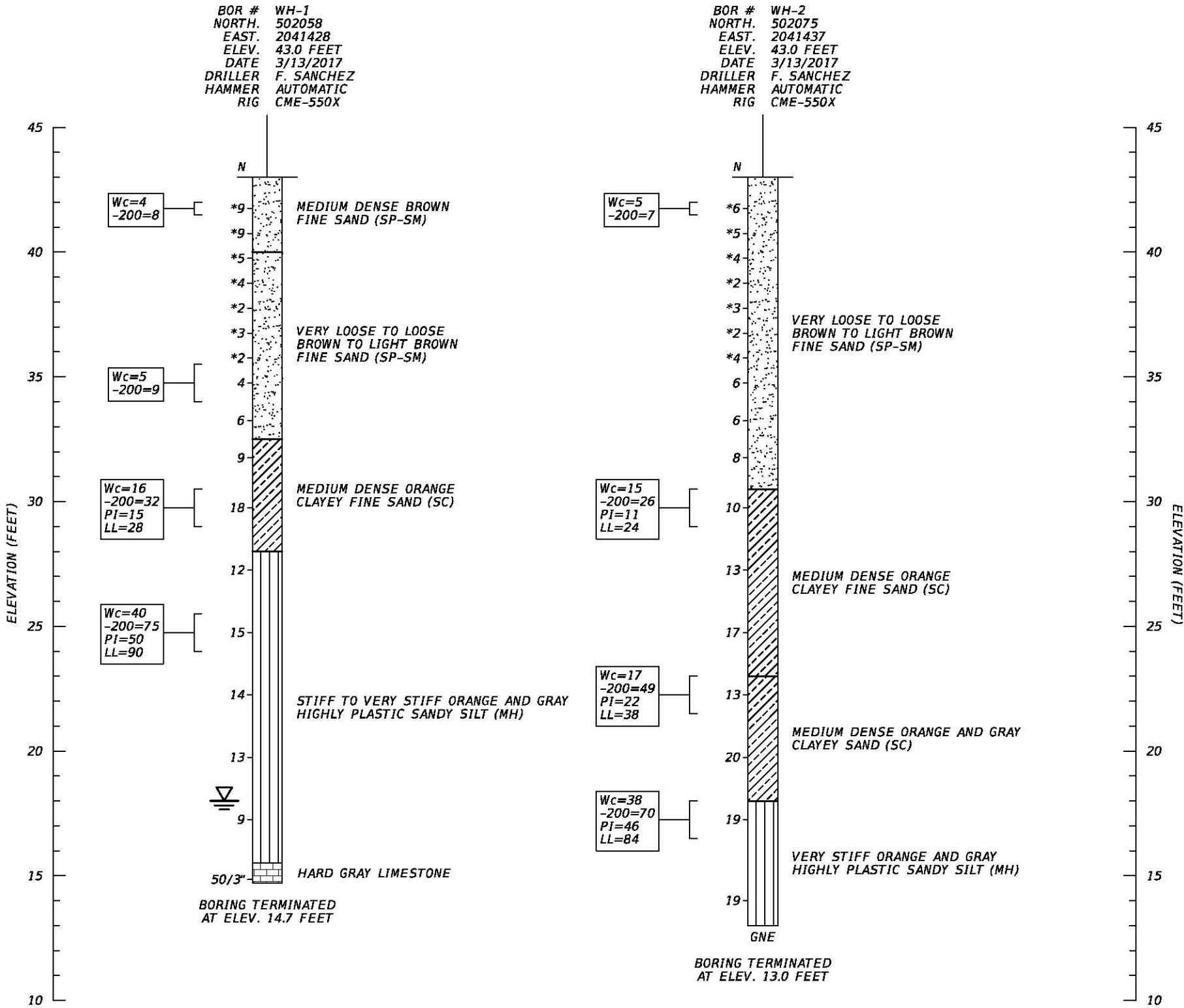


(SC) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL

NOTES

- NUMBERS LEFT OF BORING INDICATE STANDARD PENETRATION TEST (SPT) N-VALUES FOR 12 INCH PENETRATION (UNLESS OTHERWISE NOTED).
- ASTERISK (\*) INDICATES EQUIVALENT SPT N-VALUE DETERMINED FROM HAND STATIC CONE PENETROMETER TEST.
- MEASURED GROUNDWATER LEVEL SHOWN IS THE WATER LEVEL ENCOUNTERED DURING THE SUBSURFACE INVESTIGATION. GROUNDWATER LEVEL FLUCTUATIONS SHOULD BE ANTICIPATED.
- SOIL DESCRIPTIONS, TEST DATA, AND STANDARD PENETRATION VALUES SHOWN ARE FOR THE SOIL BORING ONLY AND MAY NOT APPLY TO ANY OTHER LOCATIONS EXCEPT AT THE LOCATIONS OF THE SOIL BORING. EXTRAPOLATION OF THE SOIL DATA TO OTHER LOCATIONS IS THE SOLE RESPONSIBILITY OF THE PERSON PERFORMING THE EXTRAPOLATION.

AUTOMATIC HAMMER			
GRANULAR MATERIALS RELATIVE DENSITY	SPT (BLOWS/12 IN.)	SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/12 IN.)
VERY LOOSE	LESS THAN 3	VERY SOFT	LESS THAN 1
LOOSE	3 - 8	SOFT	1 - 3
MEDIUM DENSE	8 - 24	FIRM	3 - 6
DENSE	24 - 40	STIFF	6 - 12
VERY DENSE	GREATER THAN 40	VERY STIFF	12 - 24
		HARD	GREATER THAN 24



SEAL:

J. JENKINS, P.E.

P.E. NO.: 77686

Environmental & Geotechnical Specialists, Inc.

**EGS**

Cert. of Auth.: 6222

104 NORTH MAGNOLIA DRIVE  
TALLAHASSEE, FLORIDA 32301  
OFFICE: (850) 388-4253  
FAX: (850) 385-8050

GENESIS GROUP, INC.

PROJECT TITLE

WOODSIDE HEIGHTS WASTEWATER RETROFIT

REPORT OF CORE BORINGS

Posted March 19, 2018

*APPENDIX B*  
*SOIL BORING LOGS*

**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS PUMP STATION

**CLIENT:** GENESIS GROUP, INC.

**PROJECT NO.:** 18-139-16-02B

**PROJECT LOCATION:** LEON COUNTY, FLORIDA

**BORING NO.:** WH-1

**DRILLER:** F. SANCHEZ

**DEPTH TO WATER: INITIAL:**  $\nabla$  25.0'

**24 HR:**  $\nabla$

**HAMMER TYPE:** Attachment #1

**NORTHING:** 502088

**EASTING:** 2041428

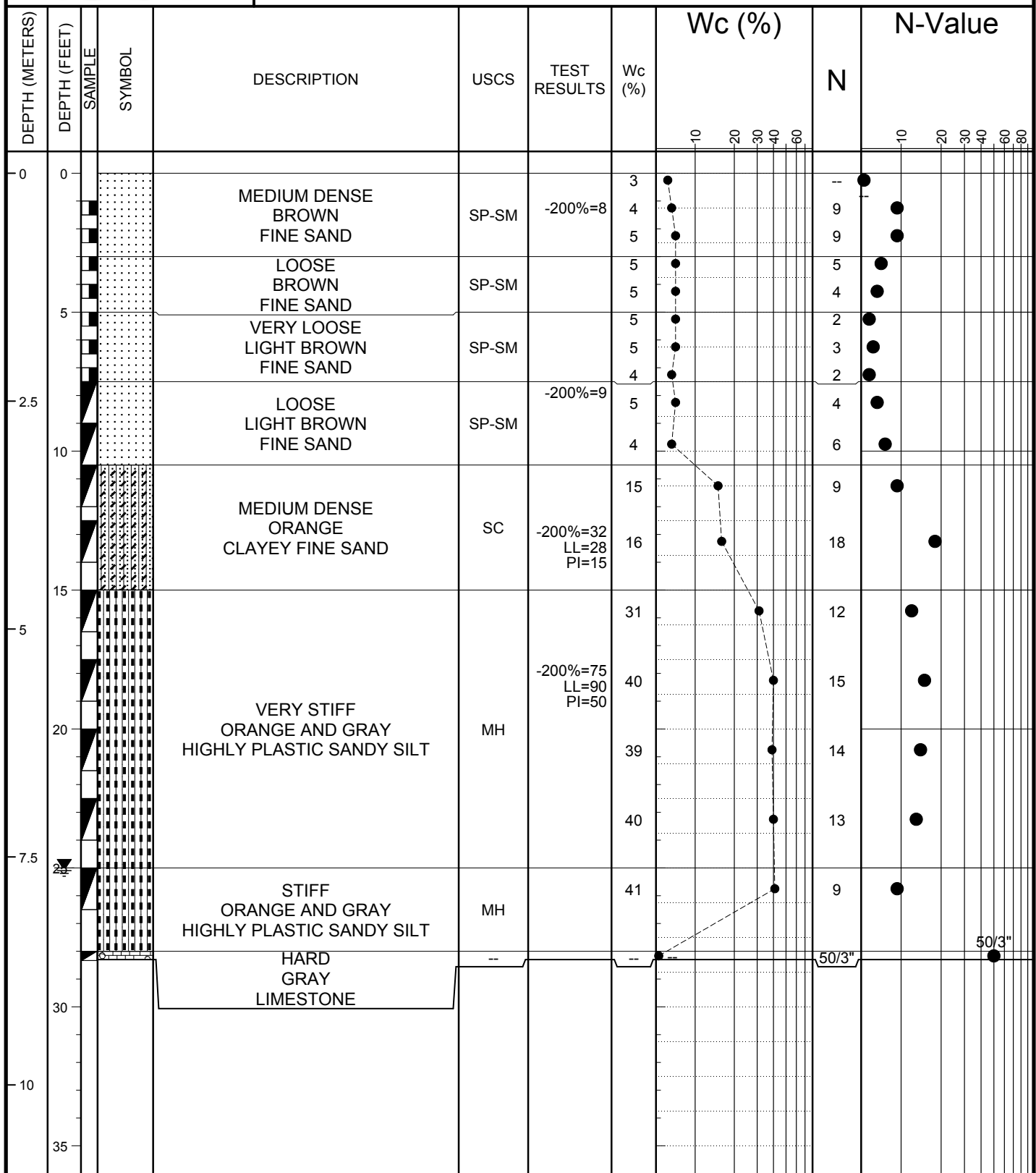
**ELEVATION (FEET):** 43.0

**DATE:** 3-13-2017

**FLUID LOSS:** NONE

**CAVING:** C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.



**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE

**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS PUMP STATION

**CLIENT:** GENESIS GROUP, INC.

**PROJECT NO.:** 18-139-16-02B

**PROJECT LOCATION:** LEON COUNTY, FLORIDA

**BORING NO.:** WH-2

**DRILLER:** F. SANCHEZ

**DEPTH TO WATER:** INITIAL:  $\nabla$  > 30.0'

**24 HR:**  $\nabla$

**HAMMER TYPE:** Attachment #1

**NORTHING:** 502095

**EASTING:** 2041437

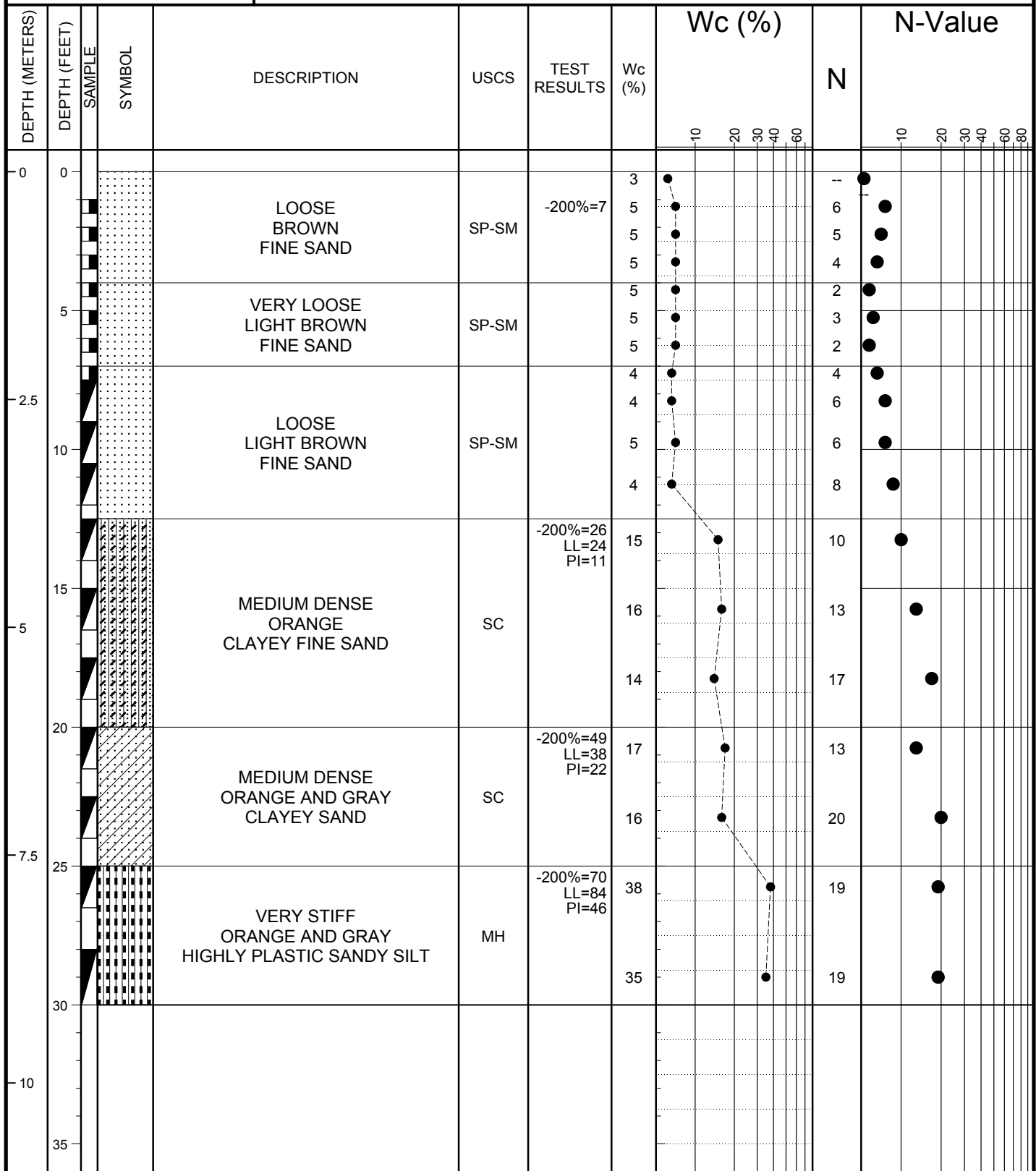
**ELEVATION (FEET):** 43.0

**DATE:** 3-15-2017

**FLUID LOSS:** NONE

**CAVING:** C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.



**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE



*APPENDIX C*  
*SOIL CLASSIFICATION DATA*

## SOIL CLASSIFICATION DATA

Project: WOODSIDE HEIGHTS PUMP STATION

Client: GENESIS GROUP, INC.

Project No.: 18-139-16-02B

Boring: WH-1

Location: LEON COUNTY, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	Description
0.0-0.5	3											--	SP-SM	MEDIUM DENSE BROWN FINE SAND
1.0-1.5	4	100	100	99	88	45	23	8				9	SP-SM	MEDIUM DENSE BROWN FINE SAND
2.0-2.5	5											9	SP-SM	MEDIUM DENSE BROWN FINE SAND
3.0-3.5	5											5	SP-SM	LOOSE BROWN FINE SAND
4.0-4.5	5											4	SP-SM	LOOSE BROWN FINE SAND
5.0-5.5	5											2	SP-SM	VERY LOOSE LIGHT BROWN FINE SAND
6.0-6.5	5											3	SP-SM	VERY LOOSE LIGHT BROWN FINE SAND
7.0-7.5	4											2	SP-SM	VERY LOOSE LIGHT BROWN FINE SAND
7.5-9.0	5	100	100	100	88	38	21	9				4	SP-SM	LOOSE LIGHT BROWN FINE SAND
9.0-10.5	4											6	SP-SM	LOOSE LIGHT BROWN FINE SAND
10.5-12.0	15											9	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
12.5-14.0	16	100	100	100	96	74	55	32	28	15		18	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
15.0-16.5	31											12	MH	VERY STIFF ORANGE AND GRAY



## SOIL CLASSIFICATION DATA

Project: WOODSIDE HEIGHTS PUMP STATION

Client: GENESIS GROUP, INC.

Project No.: 18-139-16-02B

Boring: WH-2

Location: LEON COUNTY, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	Description
0.0-0.5	3											--	SP-SM	LOOSE BROWN FINE SAND
1.0-1.5	5	100	100	100	87	43	21	7				6	SP-SM	LOOSE BROWN FINE SAND
2.0-2.5	5											5	SP-SM	LOOSE BROWN FINE SAND
3.0-3.5	5											4	SP-SM	LOOSE BROWN FINE SAND
4.0-4.5	5											2	SP-SM	VERY LOOSE LIGHT BROWN FINE SAND
5.0-5.5	5											3	SP-SM	VERY LOOSE LIGHT BROWN FINE SAND
6.0-6.5	5											2	SP-SM	VERY LOOSE LIGHT BROWN FINE SAND
7.0-7.5	4											4	SP-SM	LOOSE LIGHT BROWN FINE SAND
7.5-9.0	4											6	SP-SM	LOOSE LIGHT BROWN FINE SAND
9.0-10.5	5											6	SP-SM	LOOSE LIGHT BROWN FINE SAND
10.5-12.0	4											8	SP-SM	LOOSE LIGHT BROWN FINE SAND
12.5-14.0	15	100	100	100	95	62	42	26	24	11		10	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
15.0-16.5	16											13	SC	MEDIUM DENSE ORANGE



REPORT OF  
GEOTECHNICAL INVESTIGATION  
**WOODSIDE HEIGHTS WASTEWATER RETROFIT**  
LEON COUNTY, FLORIDA

*Prepared For:*

**GENESIS GROUP, INC.**  
2507 CALLAWAY ROAD  
SUITE 100  
TALLAHASSEE, FLORIDA 32303

*Prepared By:*

**ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.**  
104 NORTH MAGNOLIA DRIVE  
TALLAHASSEE, FLORIDA 32301  
(850) 386-1253

*April 2017*  
*18-139-16-02*



April 19, 2017

EGS File Number: 18-139-16-02

Genesis Group, Inc.  
2507 Callaway Road  
Suite 100  
Tallahassee, Florida 32303

**ATTN:** David Hutcheson, P.E.  
Vice President

**SUBJECT:** Report of Geotechnical Investigation  
Woodside Heights Wastewater Retrofit  
Leon County, Florida

Dear David:

Environmental and Geotechnical Specialists, Inc. (**EGS**) has completed the Geotechnical Investigation as authorized by Genesis Group, Inc. and Leon County, for the proposed wastewater improvements in Leon County, Florida. The information provided herein is to aid in the design and construction of the proposed wastewater pipe system with respect to in-situ soils and groundwater conditions. This Geotechnical Report presents the following:

- A summary of the field and laboratory testing with classification of soils encountered;
- Groundwater conditions encountered during the subsurface investigation and the estimated “normal” seasonal high groundwater level along the proposed sewer alignment;
- Geotechnical design recommendations and construction considerations; and,
- Report of Soil Borings plan sheet to be included in the construction plans.

## **SITE LOCATION AND CONDITIONS**

The project site is located in southern Tallahassee, in the Woodside Heights subdivision, adjacent to the intersection of Woodville Highway (SR 363) and Capital Circle Southeast (SR 261). The proposed improvements are inclusive of the Woodside Heights subdivision and extend across Woodville Highway along Crossway Road. A Project Location Map has been included as **Figure 1**, at the end of this report. The United States Geological Survey (USGS) topographic contours, as well as identified potential Karst features, have been overlain on an aerial map of the project site, provided as **Figure 2**. The existing ground surface elevation is relatively flat, varying from approximately 40 feet to 50 feet. Photographs of the existing site conditions, taken by **EGS** personnel March 2017, have been included as **Figures 3A** through **3D**.

## PROPOSED CONSTRUCTION

Based upon the Plans provided by Genesis, **EGS** understands the proposed wastewater retrofit construction will include the addition of an eight (8) inch diameter PVC pipeline throughout the project limits. The proposed sewer will be aligned along the existing roadways in Woodside Heights and within close proximity to private residences throughout most of the project limits. The primary intent of this geotechnical investigation is to provide subsurface data that will help identify potential design and construction concerns.

## SUBSURFACE INVESTIGATION

The subsurface investigation outlined in this Report was conducted in March 2017. Joshua Jenkins, P.E., was the Project Engineer with the assistance of Kevin Sweeney, E.I., as the Field and Staff Engineer. Myron Hayden, P.E., served as the supervising Senior Geotechnical Engineer for this investigation.

In order to evaluate the soil and groundwater conditions, **EGS** performed a total of ten (10) soil borings to a depths ranging from 10.5 to 20.0 feet spaced along the proposed pipe with emphasis on deeply buried sections. The approximate location of each soil boring installed during this investigation has been provided in **Figure 4**, with a summary of the soil boring location data provided in **Table 1**, at the end of this report.

Hand-auger Soil Borings SS-1 and SS-2 were sampled on one (1) foot intervals in conjunction with hand-held static cone penetration tests were performed on two (2) feet intervals. The remaining eight (8) Standard Penetration Test (SPT) soil borings were installed using a rotary drilling rig with SPT's conducted on two and one-half (2 ½) feet intervals to the boring termination depth. Due to the proximity of marked utilities, hand-auger sampling was performed up to approximately seven (7) feet on all SPT borings. Static cone penetration tests values (C) were converted to equivalent SPT N-values using the correlation  $N=C/4$ . SPT sampling was conducted with an automatic hammer and in accordance with ASTM D1586.

Soil samples were collected, classified in the field by **EGS** personnel, and then sealed and transported to **EGS'** laboratory for determination of soil index properties. The testing performed during this investigation included determination of the water content, grain-size distributions, and Atterberg limits. The subsoils have been classified with respect to the American Association of State Highway and Transportation Officials (AASHTO) Soil Classification System.

## GENERAL SUBSURFACE CONDITIONS

### Soils

The soil conditions encountered during this investigation have been illustrated on the Report of Soil Borings provided as **Appendix A**. Additionally, detailed Soil Boring Logs and Soil Classification Data have been provided in Appendix B and C, respectively.

The project site consists primarily of loose to medium dense, fine to silty fine sands (A-3 to A-2-4). At the location of soil boring SS-9, clayey fine sand (A-2-6) was encountered at a depth of about 18 feet ( $\approx$  EL 28 feet). As reported in the Geophysical Investigation Report (**EGS** Project No. 18-139-16-03), the clayey fine sand strata is relatively consistent with the soil strata encountered at the proposed pump station located approximately 250 feet southwest.

### Groundwater

A summary of the field encountered groundwater conditions at each soil boring has been presented in **Table 1**, which also includes the estimated “normal” seasonal high. It should be noted that **EGS** did not encounter groundwater in any of the soil borings performed for this investigation.

### NRCS Soil Survey

To supplement the subsurface investigation provided herein, **EGS** reviewed the USDA's Natural Resources Conservation Service (NRCS) Soil Survey of Leon County. The NRCS material number, name, soil types, corrosion potential, and approximate seasonal high groundwater for each material reported within the project limits has been summarized in **Table 2**. In order to correlate the soils data with respect to location throughout the project, the NRCS Soil Survey map has been provided as **Figure D**.

The soil types and groundwater conditions presented in the NRCS soil survey are relatively consistent with the results of the geotechnical investigation conducted for this project. It should be noted, however, the NRCS soil survey is used as an approximation of the soils within the area. Variations in the soil and groundwater conditions should be anticipated.

## GEOTECHNICAL DESIGN RECOMMENDATIONS

### Soil Reuse

Based on the soils data collected during this Geotechnical Investigation, **EGS anticipates** the existing soils encountered with be suitable for use as backfill. However, soils encountered during construction may differ from the conditions presented at the boring locations identified herein. Removal and reuse of materials encountered should be in accordance with the COT Technical Specifications for Water and Sewer Construction, as noted in the plans.

### **Groundwater Impact and Control**

As previously noted, groundwater was not encountered during this subsurface investigation. Based on the depth of the proposed pipe shown on the Conceptual Plans, **EGS** does not anticipate groundwater will be encountered during construction of the pipeline. However, as previously noted, clayey fine sand (A-2-6) material was encountered around elevation 28 feet at the location of Soil Boring SS-9 and the pump station. Due to the high fines content and low permeability, **EGS cautions surface water from precipitation or construction may “pond” in open excavations made below EL 30 feet.**

## **CONSTRUCTION CONSIDERATIONS**

As previously mentioned, existing structures are in close proximity to planned construction throughout the project limits. **EGS believes** that construction efforts expected for this project, such as vibrations caused by dynamic compaction of pipe subgrade and backfill soils, may cause adverse impacts to these adjacent structures. Therefore, **EGS recommends consideration be given to precluding use of heavy vibratory equipment on this project.**

## CLOSURE

The data and results presented in this Report are intended for use by Genesis Group, Inc. and the Leon County for the Woodside Heights Wastewater Retrofit Project, as identified herein. This data may not be used without the expressed written consent of Genesis Group, Inc. and Leon County. This Report is not intended for any other use and will likely not be applicable. This Report shall not be reproduced, except in full, without the written approval of Environmental and Geotechnical Specialists, Inc. The data and recommendations presented in this Report are based on soil borings made at the specific locations and depths noted. Subsurface conditions at other locations may vary significantly from those presented herein. Should data become available which is different from the data presented herein, Environmental and Geotechnical Specialists, Inc. requests the opportunity to review the data and make any modifications to the design recommendations which may be appropriate.

If you have any questions concerning the information contained in this Report, please do not hesitate to call myself or Kevin Sweeney at (850) 386-1253.

Sincerely,

Environmental and Geotechnical Specialists, Inc.  
Florida Certification of Engineering Authorization No. 6222

Joshua M. Jenkins, P.E.  
Geotechnical Project Engineer  
FL P.E. Number 77686

# *TABLES*



**TABLE 1**  
**SOIL BORING AND GROUNDWATER DATA**  
**WOODSIDE HEIGHTS WASTEWATER RETROFIT**  
**LEON COUNTY, FLORIDA**

BORING NUMBER	DEPTH OF SOIL BORING  (FEET)	NORTHING  (FEET)	EASTING  (FEET)	GROUND SURFACE ELEVATION  (FEET)	MEASURED GROUNDWATER		ESTIMATED "NORMAL" SEASONAL HIGH GROUNDWATER	
					DEPTH  (FEET)	ELEVATION  (FEET)	DEPTH  (FEET)	ELEVATION  (FEET)
CROSSWAY ROAD								
SS-1	10.5	501150	2038383	45.2	> 10.5	< 34.7	> 10.5	< 34.7
SS-2	10.5	501158	2039629	51.5	> 10.5	< 41.0	> 10.5	< 41.0
SHANNON STREET								
SS-3	20.0	500664	2041112	55.3	> 20.0	< 35.3	> 20.0	< 35.3
BRENT DRIVE								
SS-4	15.0	501001	2042567	55.4	> 15.0	< 40.4	> 15.0	< 40.4
GREENLEAF DRIVE								
SS-5	20.0	501344	2041458	45.7	> 20.0	< 25.7	> 20.0	< 25.7
BRIANDAV STREET								
SS-6	15.0	501695	2040994	47.2	> 15.0	< 32.2	> 15.0	< 32.2
SS-7	15.0	501690	2041940	46.1	> 15.0	< 31.1	> 15.0	< 31.1
FLAGG STREET								
SS-8	20.0	502043	2042423	51.1	> 20.0	< 31.2	> 20.0	< 31.2
MARGO STREET								
SS-9	20.0	502356	2041624	46.4	> 20.0	< 26.1	> 20.0	< 26.1
SUSAN AVENUE								
SS-10	20.0	502746	2042222	53.1	> 20.0	< 33.1	> 20.0	< 33.1

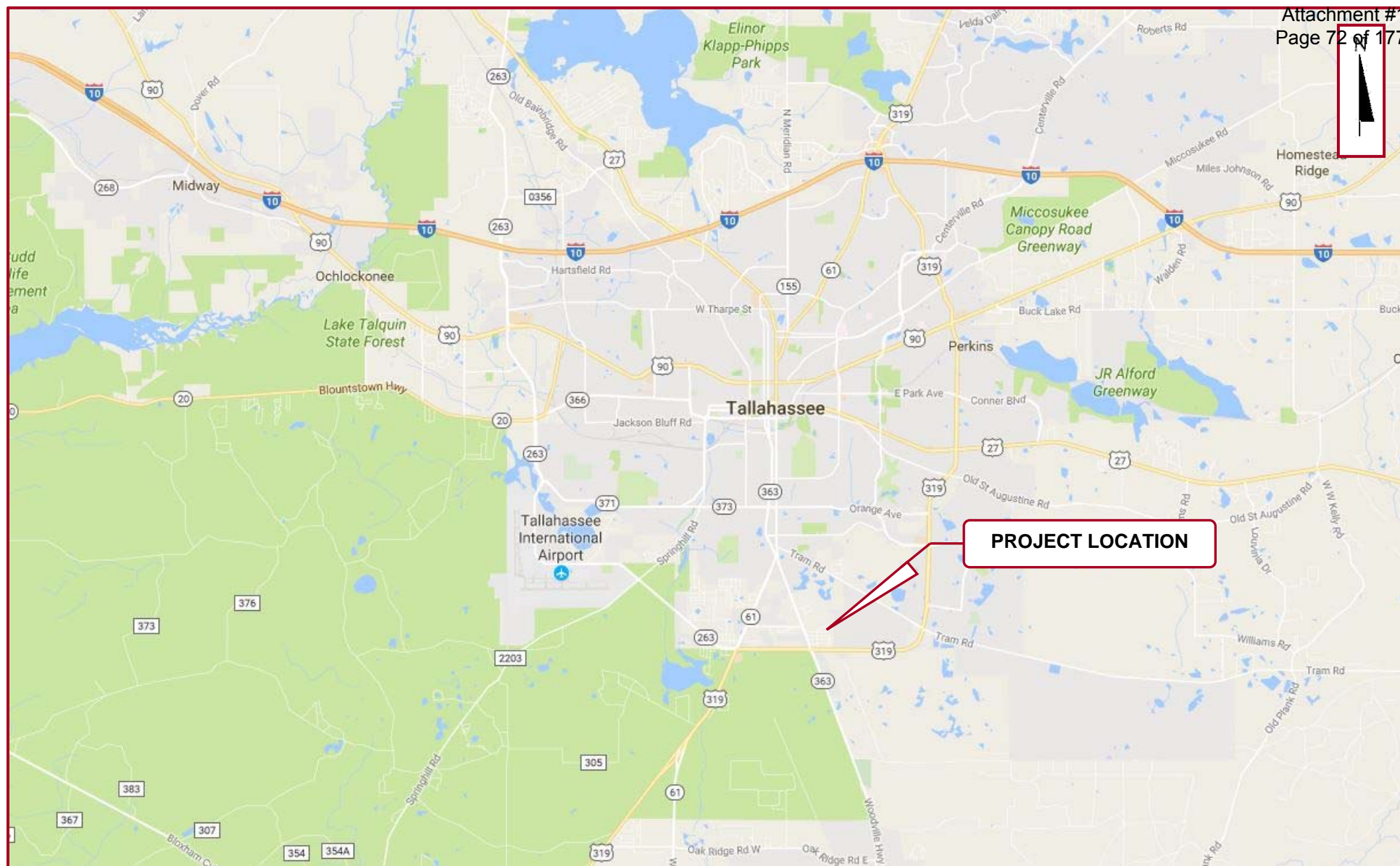
**NOTES:** 1. DEPTH MEASURED BELOW EXISTING GROUND SURFACE.  
2. NORTHING AND EASTING DETERMINED USING TRIMBLE GEO7X HANDHELD GPS.  
3. ELEVATIONS ESTIMATED USING PLANS PROVIDED BY GENESIS GROUP, INC.

**TABLE 2**  
**NRCS SOIL SURVEY DATA**  
**WOODSIDE HEIGHTS WASTEWATER RETROFIT**  
**LEON COUNTY, FLORIDA**

NRCS SOIL REFERENCE NUMBER	MATERIAL NAME	DEPTH  (INCHES)	MATERIAL DESCRIPTION	MATERIAL CLASSIFICATION		REACTION  (pH)	CORROSION POTENTIAL		DEPTH TO SEASONAL HIGH GROUNDWATER  (FEET)
				UNIFIED	AASHTO		UNCOATED STEEL	CONCRETE	
18	KERSHAW SAND, 0 TO 5 PERCENT SLOPES	0-7	SAND	SP, SP-SM	A-3, A-2	4.5-6.0	LOW	HIGH	--
		7-80	FINE SAND, SAND	SP, SP-SM	A-3, A-2	4.5-6.0			
20	KERSHAW-URBAN LAND COMPLEX, 0 TO 5 PERCENT SLOPES	0-7	SAND	SP, SP-SM	A-3, A-2	4.5-6.0	LOW	HIGH	--
		7-80	FINE SAND, SAND	SP, SP-SM	A-3, A-2	4.5-6.0			

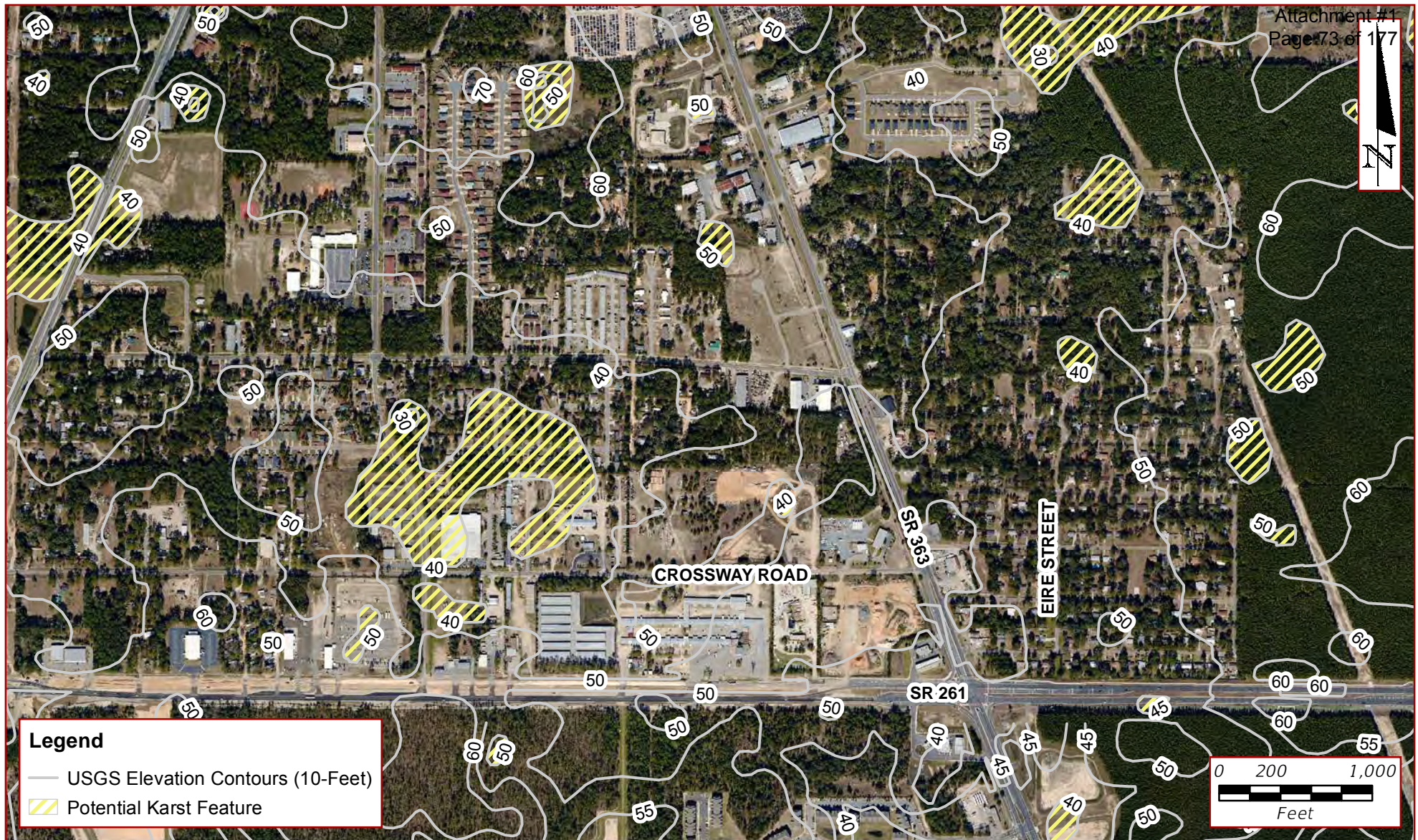
**NOTES:** 1. BASED ON THE NRCS SOIL SURVEY REPORT FOR LEON COUNTY, FLORIDA.  
2. SEE APPENDIX D FOR DETAILED NRCS SURVEY INFORMATION.

# FIGURES



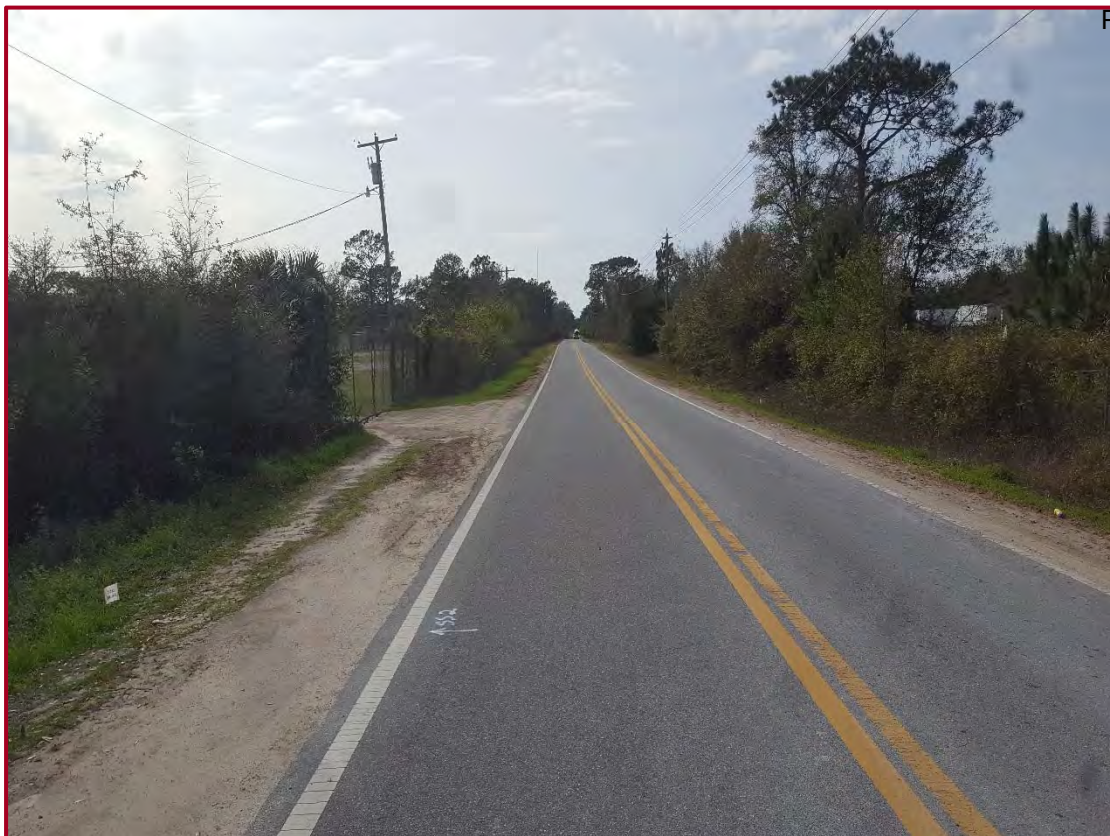
DRAWN: S. SCARPA	CHECKED: K. SWEENEY, E.I.	Environmental & Geotechnical Specialists, Inc.  104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253  Page 792 of 1166	TITLE: PROJECT LOCATION MAP WOODSIDE HEIGHTS WASTEWATER RETROFIT LEON COUNTY, FLORIDA	
ENGINEER: J. JENKINS, P.E.				
CLIENT: GENESIS GROUP, INC.				
PROJ. NO.: 18-139-16-02	SCALE:		DATE: APRIL 2017	FIGURE NO.: 1 Posted March 19, 2018





DRAWN: S. SCARPA	CHECKED: K. SWEENEY, E.I.	Environmental and Geotechnical Specialists, Inc.  104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253 Fax #: (850) 385-8050  Page 793 of 1166	TITLE:	
ENGINEER: J. JENKINS, P.E.			USGS TOPOGRAPHIC MAP WOODSIDE HEIGHTS WASTEWATER RETROFIT LEON COUNTY, FLORIDA	
CLIENT: GENESIS GROUP, INC.			DATE:	FIGURE NO.:
PROJ. NO.: 18-139-16-02	SCALE:		APRIL 2017	2 Posted March 19, 2018





**FIGURE 3A: EXISTING SITE CONDITIONS ALONG CROSSWAY ROAD  
NEAR SOIL BORING SS-2 (FACING WEST)**



**FIGURE 3B: EXISTING SITE CONDITIONG ALONG BRENT DRIVE  
NEAR SOIL BORING SS-4 (FACING NORTHWEST)**



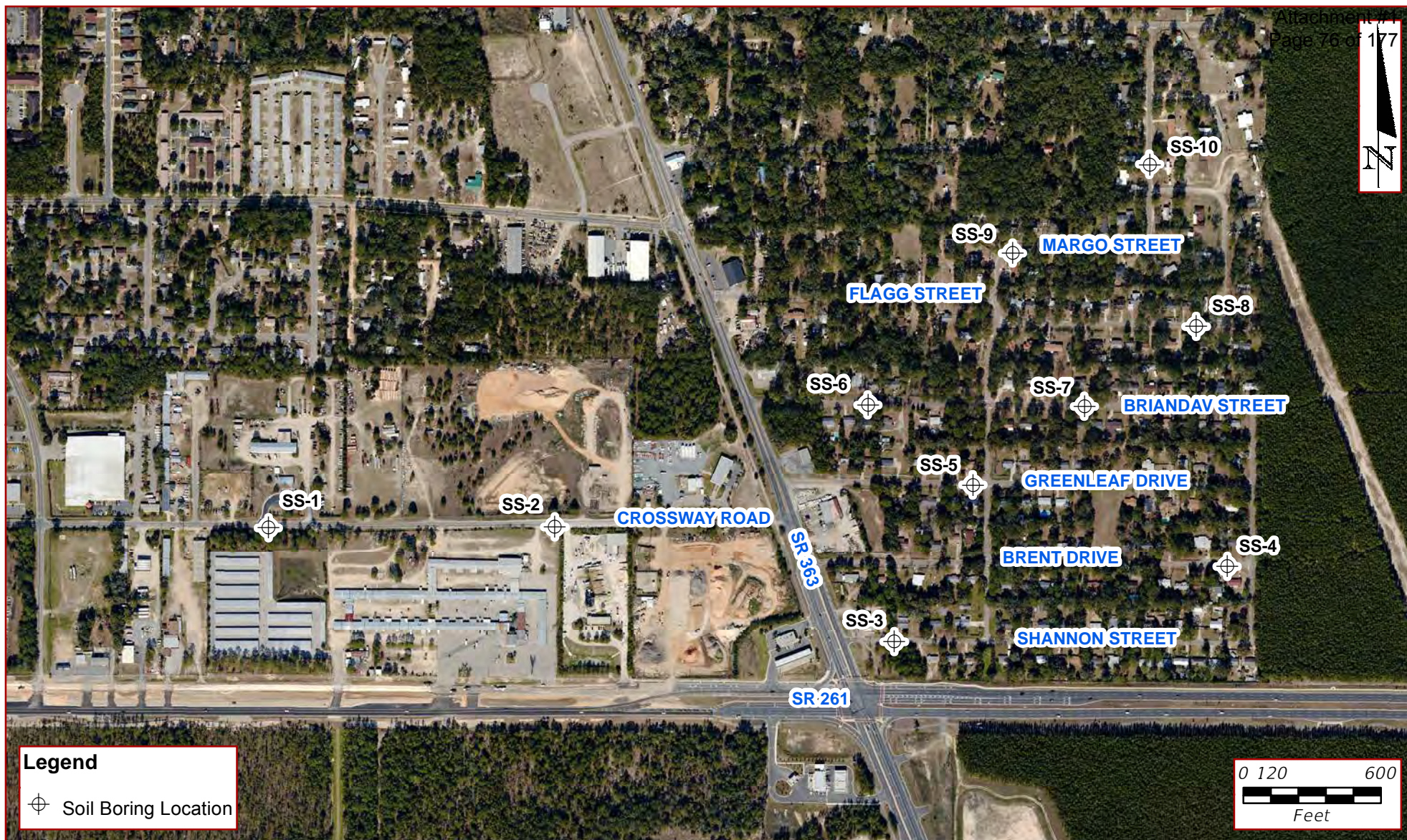


**FIGURE 3C: EXISTING SITE CONDITIONS ALONG BRIANDAV STREET  
NEAR SOIL BORING SS-7 (FACING NORTHWEST)**



**FIGURE 3D: EXISTING SITE CONDITIONS ALONG MARGO STREET  
NEAR SOIL BORING SS-9 (FACING WEST)**





DRAWN: O. NAMUCHE	CHECKED: K. SWEENEY, E.I.	Environmental and Geotechnical Specialists, Inc.  104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253 Fax #: (850) 385-8050  Page 796 of 1166	TITLE:  BORING LOCATION MAP WOODSIDE HEIGHTS WASTEWATER RETROFIT LEON COUNTY, FLORIDA	
ENGINEER: J. JENKINS, P.E.			DATE: APRIL 2017	
CLIENT: GENESIS GROUP, INC.			FIGURE NO.: 4 Posted March 19, 2018	
PROJ. NO.: 18-139-16-02	SCALE:			



*APPENDIX A*  
*GEOTECHNICAL PLAN SHEETS*

LEGEND

LABORATORY TESTING RESULTS

WATER CONTENT (%) WC=  
-200 SIEVE -200=  
LIQUID LIMIT LL=  
PLASTICITY INDEX PI=  
N-VALUE EQUIVALENT (NOTE 2) \*N  
GROUND WATER NOT ENCOUNTERED GNE

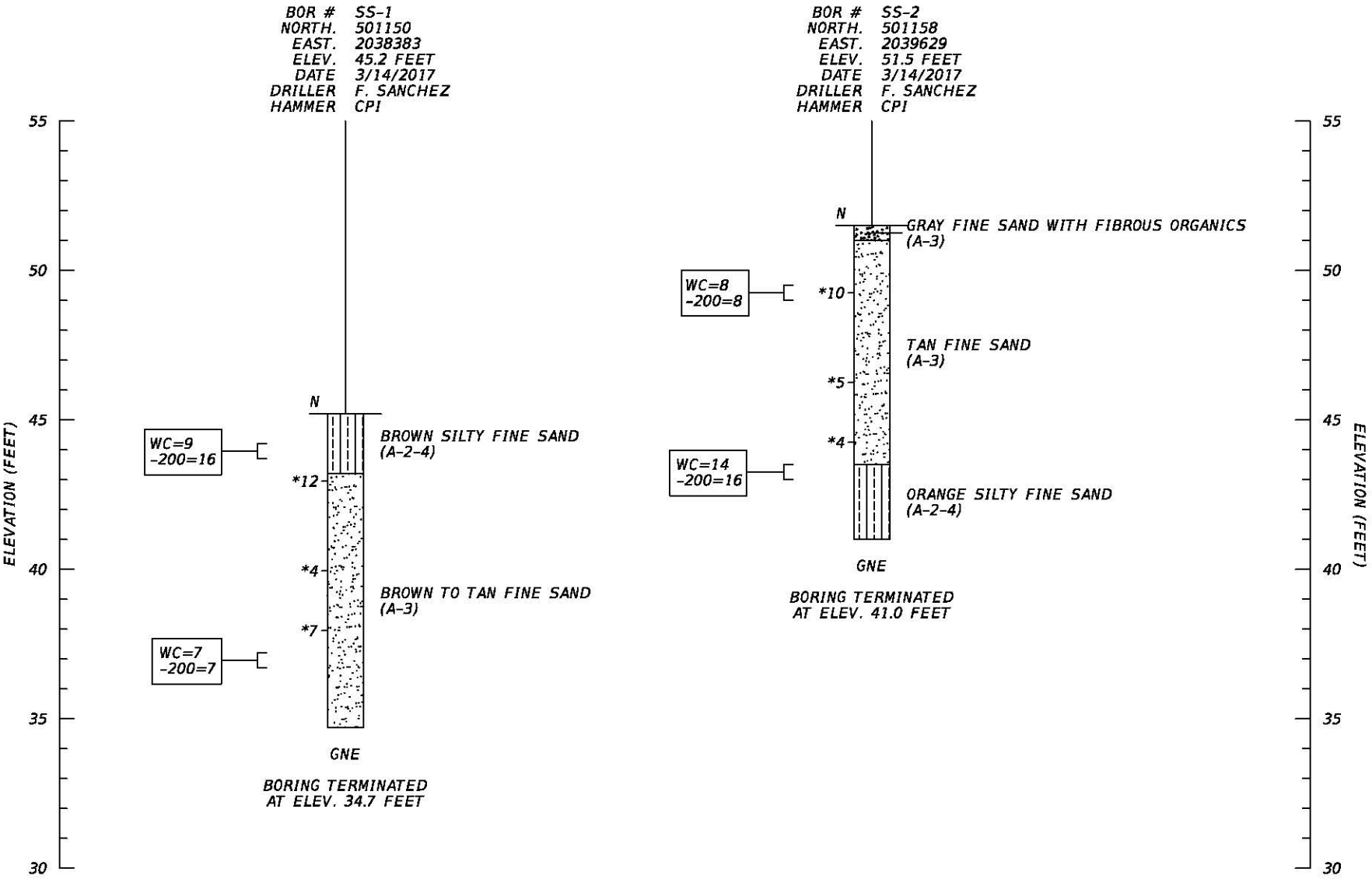
ASPHALT  
FINE SAND (A-3)  
SILTY FINE SAND (A-2-4)  
CLAYEY FINE SAND (A-2-6)

(A-2-4) AASHTO SOIL CLASSIFICATION GROUP SYMBOL

NOTES

- NUMBERS LEFT OF BORING INDICATE STANDARD PENETRATION TEST (SPT) N-VALUES FOR 12 INCH PENETRATION (UNLESS OTHERWISE NOTED).
- ASTERISK (\*) INDICATES EQUIVALENT SPT N-VALUE DETERMINED FROM HAND STATIC CONE PENETROMETER INDEX (CPI) TEST.
- SOIL DESCRIPTIONS, TEST DATA, AND STANDARD PENETRATION VALUES SHOWN ARE FOR THE SOIL BORING ONLY AND MAY NOT APPLY TO ANY OTHER LOCATIONS EXCEPT AT THE LOCATIONS OF THE SOIL BORING. EXTRAPOLATION OF THE SOIL DATA TO OTHER LOCATIONS IS THE SOLE RESPONSIBILITY OF THE PERSON PERFORMING THE EXTRAPOLATION.

AUTOMATIC HAMMER			
GRANULAR MATERIALS RELATIVE DENSITY	SPT (BLOWS/12 IN.)	SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/12 IN.)
VERY LOOSE	LESS THAN 3	VERY SOFT	LESS THAN 1
LOOSE	3 - 8	SOFT	1 - 3
MEDIUM DENSE	8 - 24	FIRM	3 - 6
DENSE	24 - 40	STIFF	6 - 12
VERY DENSE	GREATER THAN 40	VERY STIFF HARD	12 - 24 GREATER THAN 24



SEAL:

J. JENKINS, P.E.  
P.E. NO.: 77686

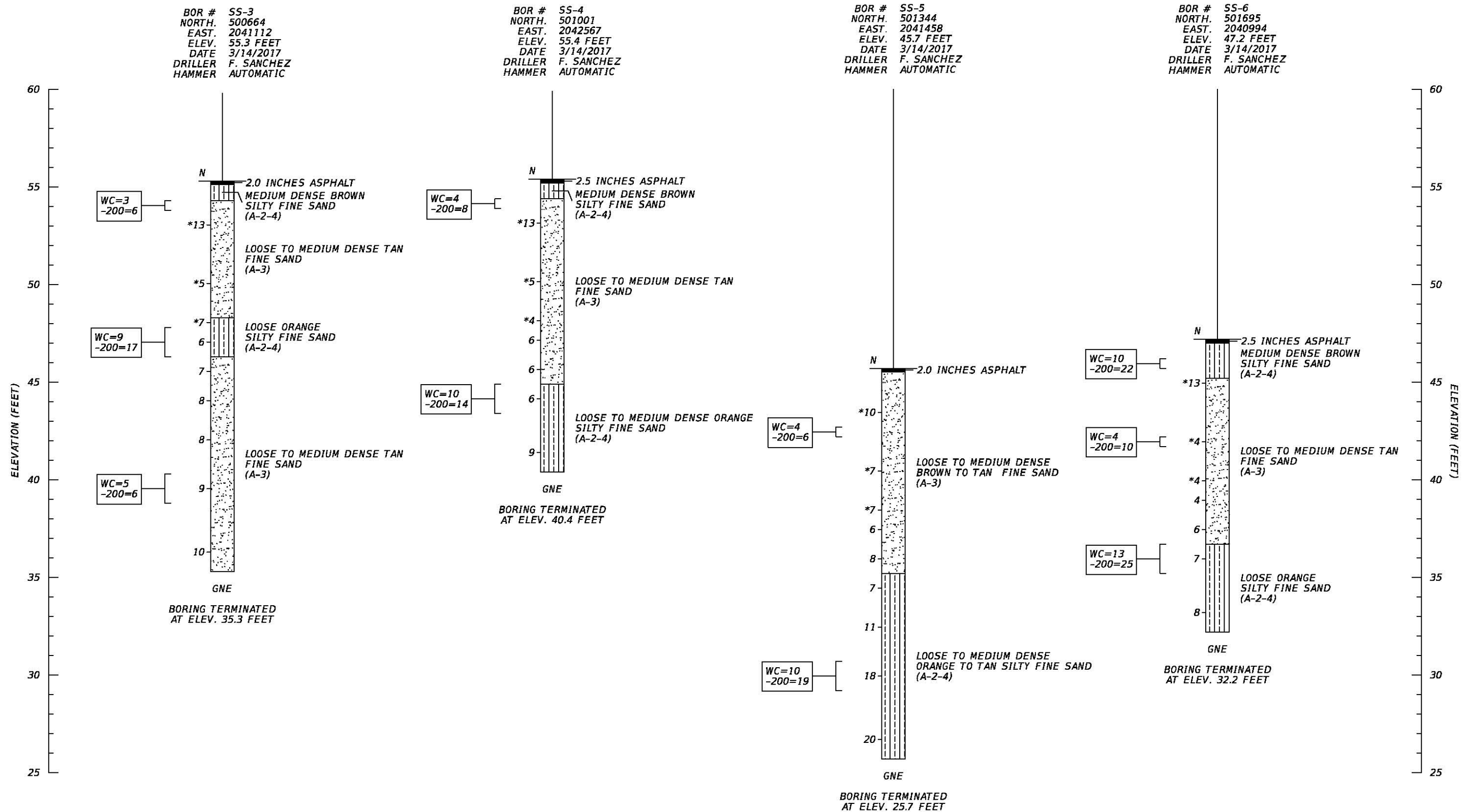
Environmental & Geotechnical Specialists, Inc.  
**EGS**  
104 NORTH MAGNOLIA DRIVE  
TALLAHASSEE, FLORIDA 32301  
OFFICE: (850) 288-1253  
FAX: (850) 382-9090  
Cert. of Auth.: 6222

GENESIS GROUP, INC.

PROJECT TITLE  
WOODSIDE HEIGHTS WASTEWATER RETROFIT

REPORT OF SOIL BORINGS  
(SHEET 1 OF 3)

Posted March 19, 2018



SEAL:

J. JENKINS, P.E.  
P.E. NO.: 77686

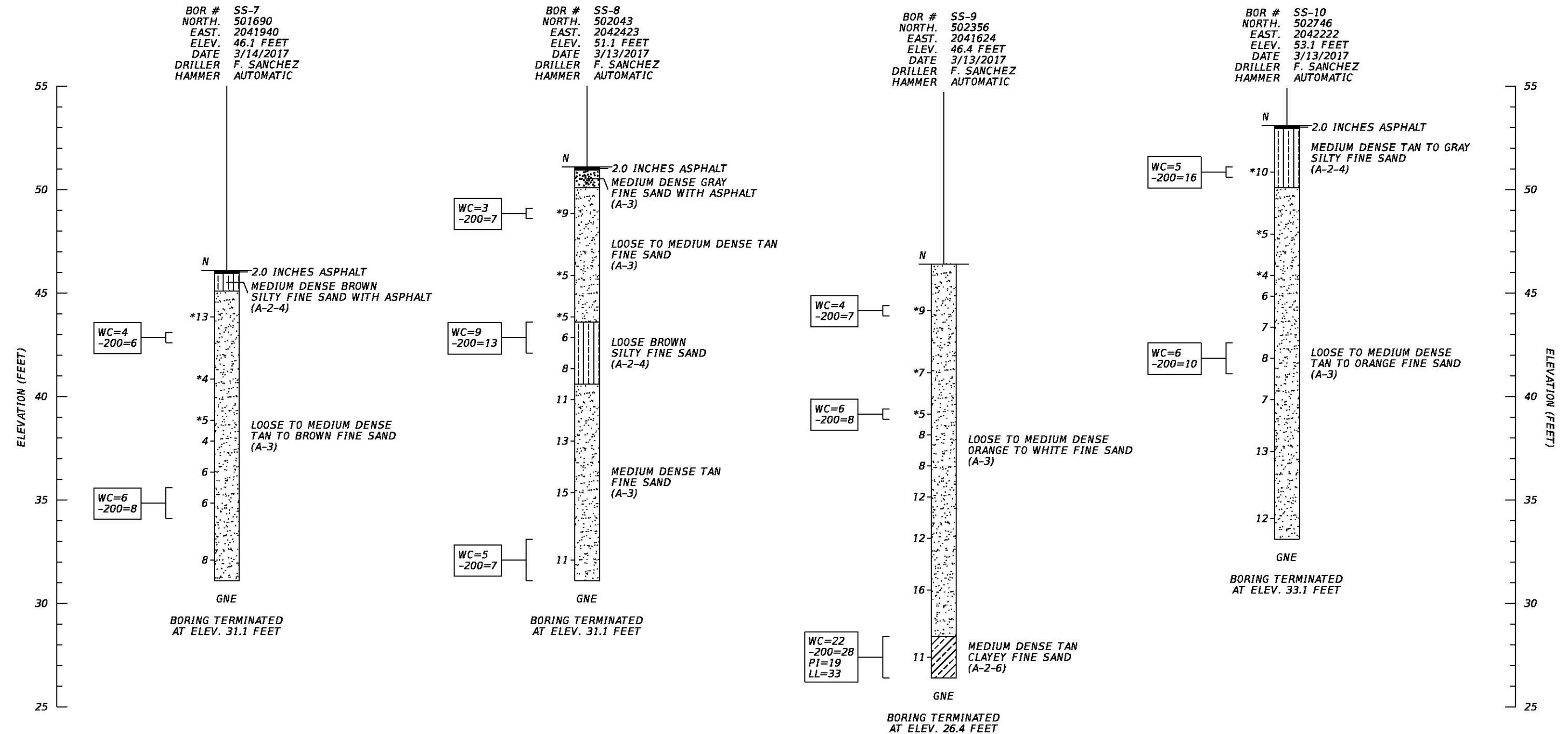
Environmental & Geotechnical Specialists, Inc.  
**EGS**  
104 NORTH MAGNOLIA DRIVE  
TALLAHASSEE, FLORIDA 32301  
OFFICE: (850) 386-1253  
FAX: (850) 386-3090  
Cert. of Auth.: 6222

GENESIS GROUP, INC.

PROJECT TITLE  
WOODSIDE HEIGHTS WASTEWATER RETROFIT

REPORT OF SOIL BORINGS  
(SHEET 2 OF 3)

Posted March 19, 2018



SEAL:

J. JENKINS, P.E.  
P.E. NO.: 77686

Environmental & Geotechnical Specialists, Inc.  
**EGS**  
104 NORTH MAGNOLIA DRIVE  
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GENESIS GROUP, INC.

PROJECT TITLE  
WOODSIDE HEIGHTS WASTEWATER RETROFIT

REPORT OF SOIL BORINGS  
(SHEET 3 OF 3)

Posted March 19, 2018



*APPENDIX B*  
*SOIL BORING LOGS*

**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS WASTEWATER RETROFIT

**CLIENT:** GENESIS GROUP, INC.

**PROJECT NO.:** 18-139-16-02

**PROJECT LOCATION:** LEON COUNTY, FLORIDA

**BORING NO.:** SS-1

**DRILLER:** F. SANCHEZ

**DEPTH TO WATER:** INITIAL:  $\nabla$  > 10.5'

**24 HR:**  $\nabla$

**HAMMER TYPE:** Attachment #1

**NORTHING:** Page 82 of 177

**EASTING:** 2038383

**ELEVATION (FEET):** 45.2

**DATE:** 03/14/2017

**FLUID LOSS:** N/A

**CAVING:** ☒ NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	AASHTO	TEST RESULTS	Wc (%)	Wc (%)	N	N-Value
								10 20 30 40 60		10 20 30 40 60 80
0	0			BROWN SILTY FINE SAND	A-2-4	-200%=16	6			
							9			
	3			TAN FINE SAND	A-3		4		12	
							5			
1.5							4			
	6						4		4	
							4			
							4			
							4			
	9			BROWN FINE SAND		-200%=7	7		7	
3							6			
				TAN FINE SAND			4			
	12									
4.5	15									
	18									
6										
	21									

**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE

**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS WASTEWATER RETROFIT

**CLIENT:** GENESIS GROUP, INC.

**PROJECT NO.:** 18-139-16-02

**PROJECT LOCATION:** LEON COUNTY, FLORIDA

**BORING NO.:** SS-2

**DRILLER:** F. SANCHEZ

**DEPTH TO WATER:** INITIAL:  $\nabla$  > 10.5'

**24 HR:**  $\nabla$

**HAMMER TYPE:** Attachment #1

**NORTHING:** Page 83 of 177

**EASTING:** 2039629

**ELEVATION (FEET):** 51.5

**DATE:** 03/14/2017

**FLUID LOSS:** N/A

**CAVING:** C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	AASHTO	TEST RESULTS	Wc (%)	Wc (%)	N	N-Value
								10 20 30 40 60		10 20 30 40 60 80
0	0			GRAY FINE SAND WITH FIBROUS ORGANICS	A-3		18			
	3					-200%=8	9		10	
				TAN FINE SAND	A-3		8			
1.5							7			
	6						8		5	
							8			
							9			
	9			ORANGE SILTY FINE SAND	A-2-4	-200%=16	7		4	
3							14			
							11			
							8			
12										
4.5	15									
18										
6										
21										

**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE

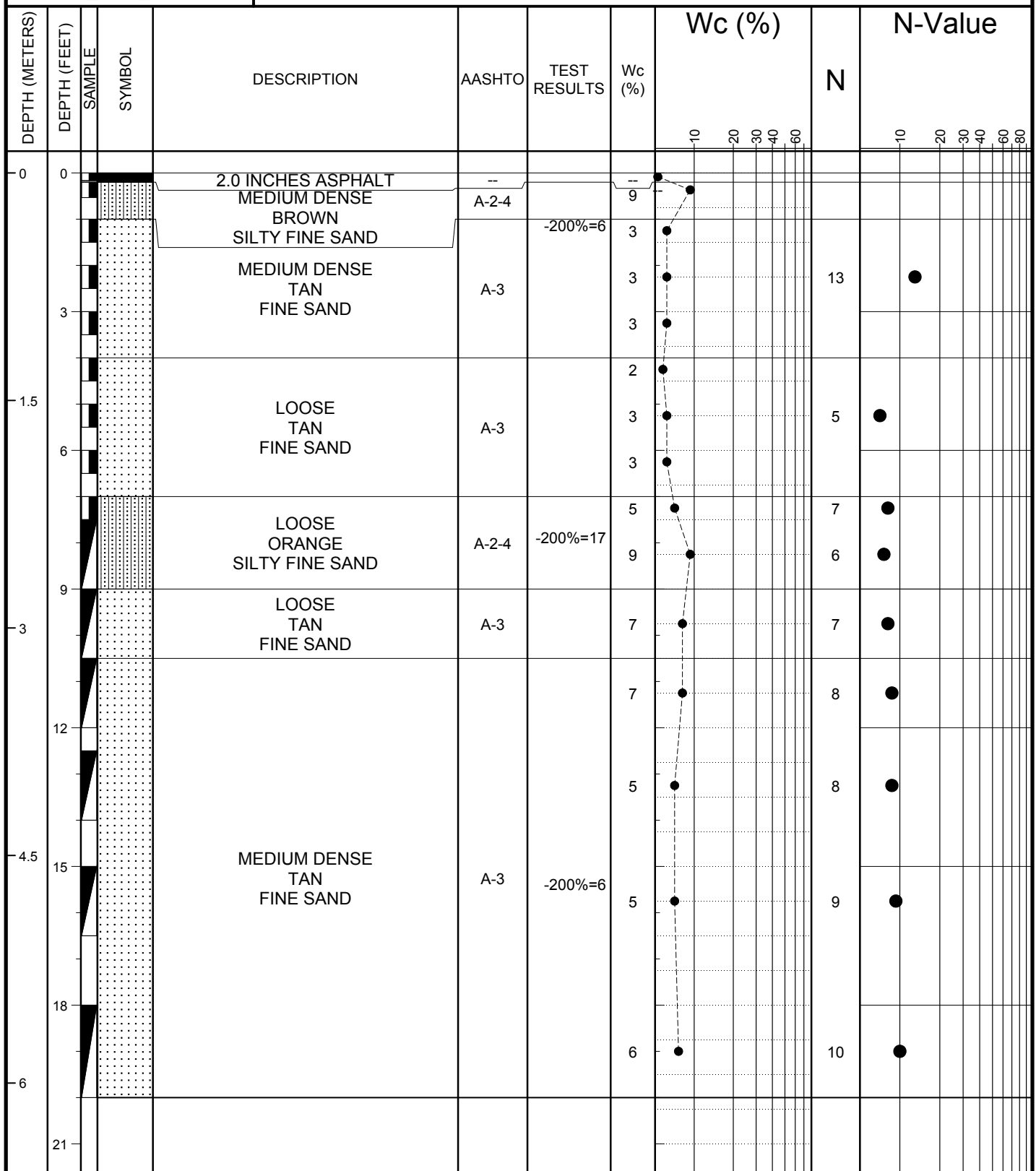
**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS WASTEWATER RETROFIT  
**CLIENT:** GENESIS GROUP, INC.  
**PROJECT NO.:** 18-139-16-02  
**PROJECT LOCATION:** LEON COUNTY, FLORIDA  
**BORING NO.:** SS-3  
**DRILLER:** F. SANCHEZ  
**DEPTH TO WATER:** INITIAL:  $\nabla$  > 20.0' 24 HR:  $\nabla$

**HAMMER TYPE:** AUTOMATIC  
**NORTHING:** 300604  
**EASTING:** 2041112  
**ELEVATION (FEET):** 55.3  
**DATE:** 03/14/2017  
**FLUID LOSS:** NONE  
**CAVING:** C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.



**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE

**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS WASTEWATER RETROFIT  
**CLIENT:** GENESIS GROUP, INC.  
**PROJECT NO.:** 18-139-16-02  
**PROJECT LOCATION:** LEON COUNTY, FLORIDA  
**BORING NO.:** SS-4  
**DRILLER:** F. SANCHEZ  
**DEPTH TO WATER:** INITIAL:  $\nabla$  > 15.0' **24 HR:**  $\nabla$  N/M

**HAMMER TYPE:** Attachment #1  
**NORTHING:** 2042567  
**EASTING:** 2042567  
**ELEVATION (FEET):** 55.4  
**DATE:** 03/14/2017  
**FLUID LOSS:** NONE  
**CAVING:** C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	AASHTO	TEST RESULTS	Wc (%)	Wc (%)	N	N-Value
								10 20 30 40 60		10 20 30 40 60 80
0	0			2.5 INCHES ASPHALT	--		--			
				MEDIUM DENSE BROWN SILTY FINE SAND	A-2-4	-200%=8	5			
				MEDIUM DENSE TAN FINE SAND	A-3		4		13	
	3						4			
				LOOSE TAN FINE SAND	A-3		4		5	
	6						4			
							4		4	
	9						4		6	
				LOOSE ORANGE SILTY FINE SAND	A-2-4	-200%=14	10		6	
	12									
				MEDIUM DENSE ORANGE SILTY FINE SAND	A-2-4		14		9	
	15									
	18									
	21									

**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE

**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS WASTEWATER RETROFIT  
**CLIENT:** GENESIS GROUP, INC.  
**PROJECT NO.:** 18-139-16-02  
**PROJECT LOCATION:** LEON COUNTY, FLORIDA  
**BORING NO.:** SS-5  
**DRILLER:** F. SANCHEZ  
**DEPTH TO WATER:** INITIAL:  $\nabla$  > 20.0' **24 HR:**  $\nabla$  N/M

**HAMMER TYPE:** Attachment #1  
**NORTHING:** Page 86 of 177  
**EASTING:** 2041458  
**ELEVATION (FEET):** 45.7  
**DATE:** 03/14/2017  
**FLUID LOSS:** NONE  
**CAVING:** C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	AASHTO	TEST RESULTS	Wc (%)	Wc (%)	N	N-Value
								10 20 30 40 60		10 20 30 40 60 80
0	0			2.0 INCHES ASPHALT	--		--			
				MEDIUM DENSE BROWN FINE SAND			6			
				MEDIUM DENSE TAN FINE SAND	A-3	-200%=6	3		10	
	3						4			
							4			
1.5	6			LOOSE TAN FINE SAND	A-3		4		7	
							4			
							4		7	
							4		6	
3	9						7		8	
				LOOSE ORANGE SILTY FINE SAND	A-2-4		10		7	
	12									
				MEDIUM DENSE ORANGE SILTY FINE SAND			8		11	
4.5	15					-200%=19	10		18	
				MEDIUM DENSE TAN SILTY FINE SAND	A-2-4					
	18						13		20	
6										
	21									

**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE



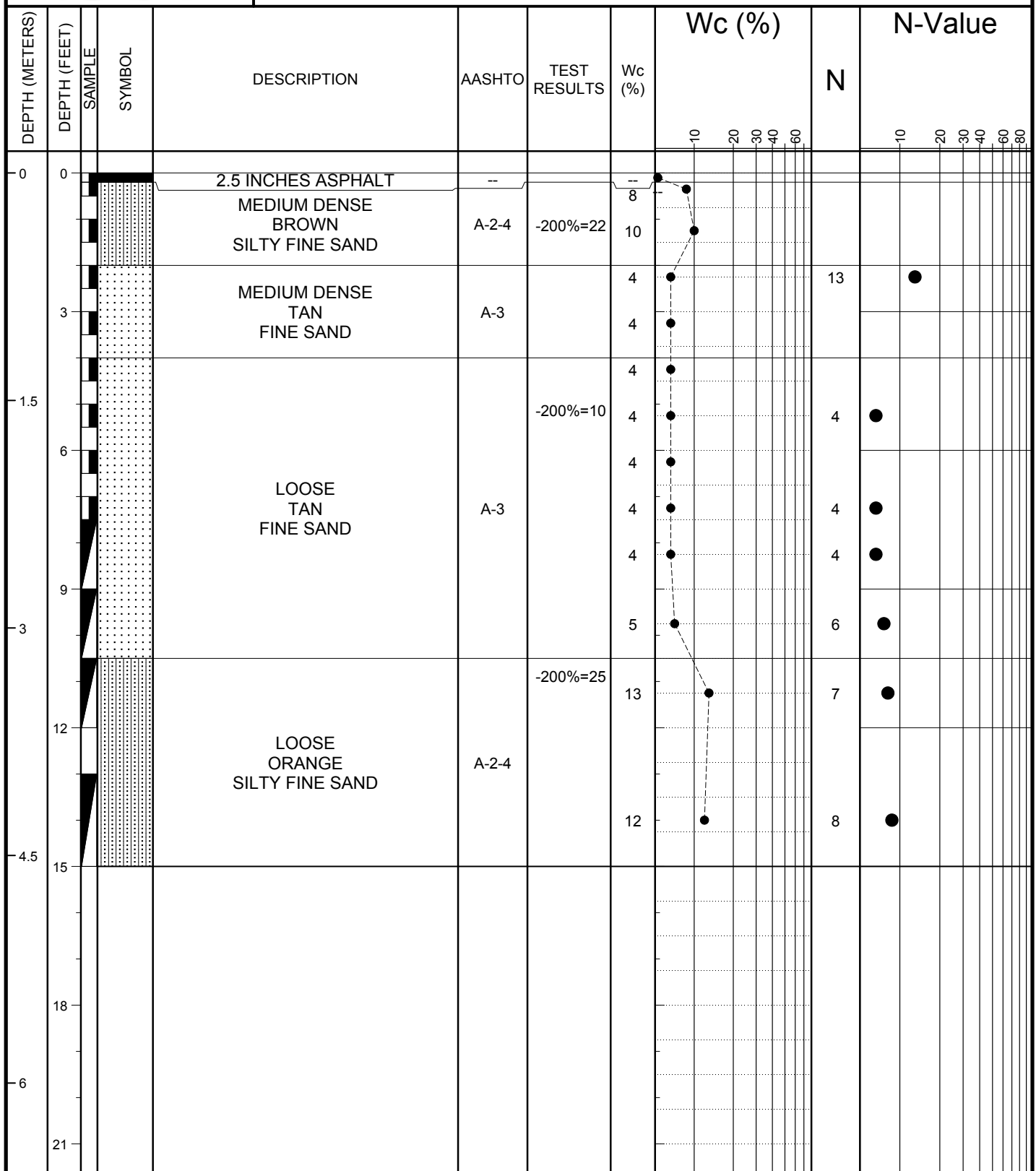
**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS WASTEWATER RETROFIT  
**CLIENT:** GENESIS GROUP, INC.  
**PROJECT NO.:** 18-139-16-02  
**PROJECT LOCATION:** LEON COUNTY, FLORIDA  
**BORING NO.:** SS-6  
**DRILLER:** F. SANCHEZ  
**DEPTH TO WATER:** INITIAL:  $\nabla$  > 15.0' **24 HR:**  $\nabla$  N/M

**HAMMER TYPE:** Attachment #1  
**NORTHING:** 2040994  
**EASTING:** 2040994  
**ELEVATION (FEET):** 47.2  
**DATE:** 03/14/2017  
**FLUID LOSS:** NONE  
**CAVING:** C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.



**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE

104 North Magnolia Drive  
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Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS WASTEWATER RETROFIT

**CLIENT:** GENESIS GROUP, INC.

**PROJECT NO.:** 18-139-16-02

**PROJECT LOCATION:** LEON COUNTY, FLORIDA

**BORING NO.:** SS-7

**DRILLER:** F. SANCHEZ

**DEPTH TO WATER: INITIAL:**             **> 15.0'**

**HAMMER TYPE:** Attachment #1

**NORTHING:** Page 88 of 177  
301690

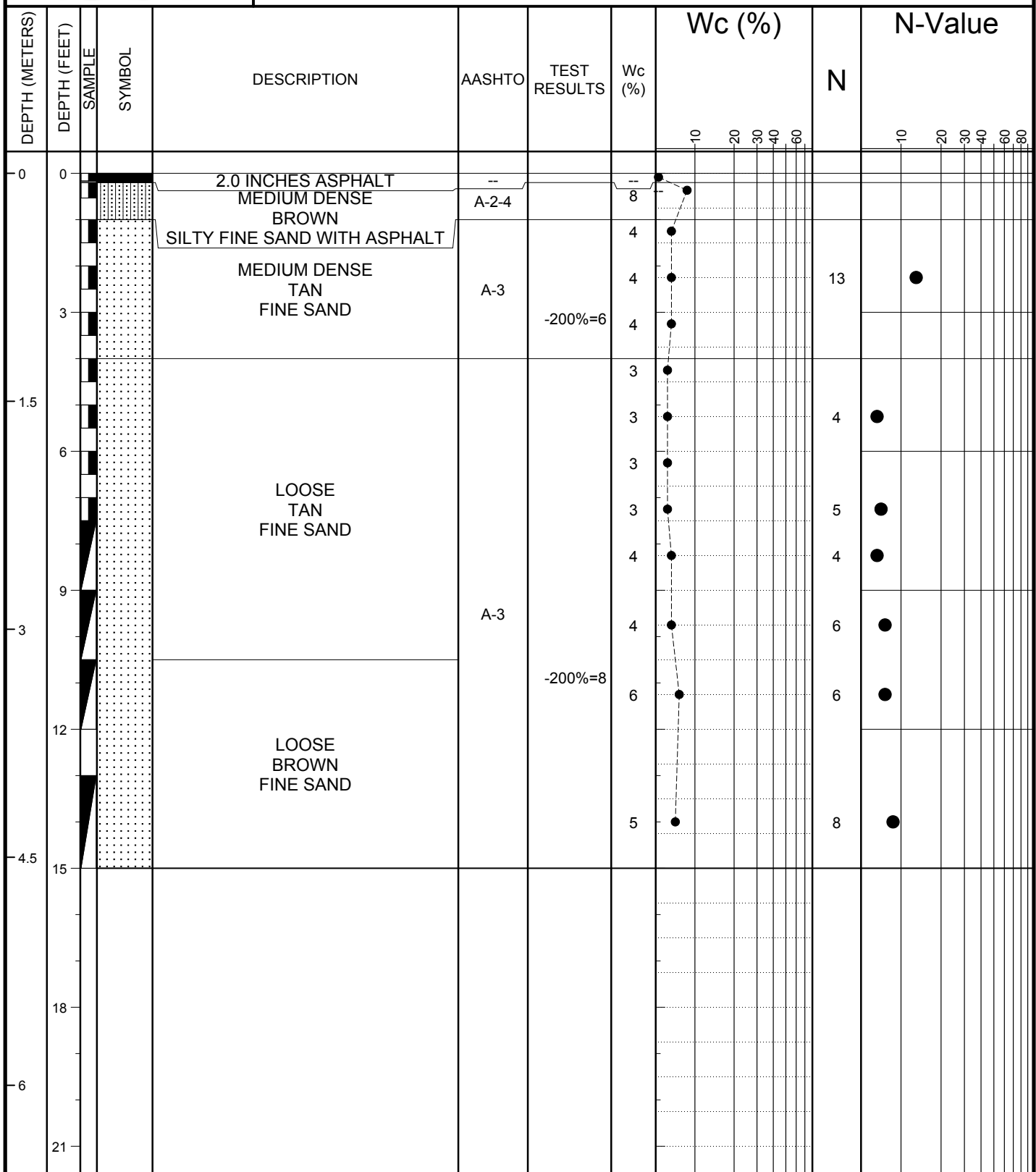
EASTING: 2041940

**ELEVATION (FEET):** 46.1

DATE: 03/14/2017

**FLUID LOSS:** NONE

N/M      **CAVING:** C    NONE



**NOTES: N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE**

**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS WASTEWATER RETROFIT  
**CLIENT:** GENESIS GROUP, INC.  
**PROJECT NO.:** 18-139-16-02  
**PROJECT LOCATION:** LEON COUNTY, FLORIDA  
**BORING NO.:** SS-8  
**DRILLER:** F. SANCHEZ  
**DEPTH TO WATER:** INITIAL:  $\nabla$  > 20.0' **24 HR:**  $\nabla$  N/M

**HAMMER TYPE:** AUTOMATIC  
**NORTHING:** 202943  
**EASTING:** 2042423  
**ELEVATION (FEET):** 51.1  
**DATE:** 03/13/2017  
**FLUID LOSS:** NONE  
**CAVING:** C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	AASHTO	TEST RESULTS	Wc (%)	Wc (%)	N	N-Value
								10 20 30 40 60		10 20 30 40 60 80
0	0			2.0 INCHES ASPHALT	--		--			
				MEDIUM DENSE GRAY FINE SAND WITH ASPHALT	A-3		2			
				MEDIUM DENSE TAN FINE SAND	A-3	-200%=7	4		9	
	3						3			
							4			
1.5	6			LOOSE TAN FINE SAND	A-3		4		5	
							4			
							3			
							4		5	
	9			LOOSE BROWN SILTY FINE SAND	A-2-4	-200%=13	9		6	
3							10		8	
							4		11	
	12						5		13	
							5		15	
4.5	15			MEDIUM DENSE TAN FINE SAND	A-3		5			
							5			
	18					-200%=7	5		11	
6										
	21									

**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE

**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS WASTEWATER RETROFIT  
**CLIENT:** GENESIS GROUP, INC.  
**PROJECT NO.:** 18-139-16-02  
**PROJECT LOCATION:** LEON COUNTY, FLORIDA  
**BORING NO.:** SS-9  
**DRILLER:** F. SANCHEZ  
**DEPTH TO WATER:** INITIAL:  $\nabla$  > 20.0' **24 HR:**  $\nabla$  N/M

**HAMMER TYPE:** AUTOMATIC  
**NORTHING:** 302936  
**EASTING:** 2041624  
**ELEVATION (FEET):** 46.4  
**DATE:** 03/13/2017  
**FLUID LOSS:** NONE  
**CAVING:** C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	AASHTO	TEST RESULTS	Wc (%)	Wc (%)	N	N-Value
								10 20 30 40 60		10 20 30 40 60 80
0	0			MEDIUM DENSE GRAY FINE SAND			7			
				MEDIUM DENSE TAN FINE SAND	A-3	-200%=7	3		9	
	3						4			
				LOOSE TAN FINE SAND	A-3		4		7	
1.5	6						3			
				LOOSE ORANGE AND TAN FINE SAND		-200%=8	4		5	
							6			
	9			MEDIUM DENSE ORANGE AND TAN FINE SAND			5		8	
3	12						6		8	
							5		12	
					A-3		3		12	
4.5	15			MEDIUM DENSE WHITE FINE SAND			3		16	
	18			MEDIUM DENSE TAN CLAYEY FINE SAND	A-2-6	-200%=28 LL=33 PI=19	22		11	
6										
	21									

**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE

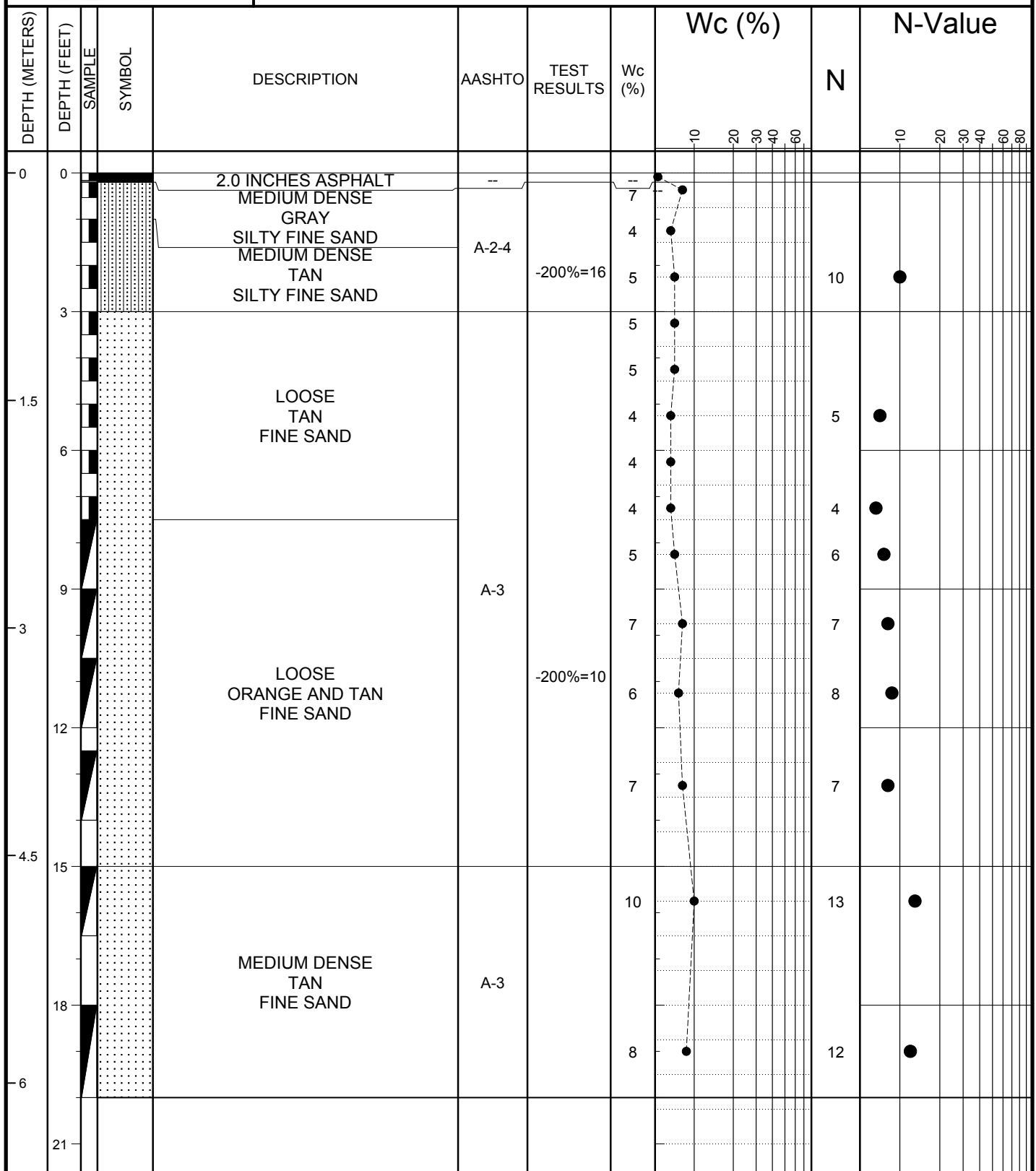
**ENVIRONMENTAL & GEOTECHNICAL  
SPECIALISTS, INC.**

104 North Magnolia Drive  
Tallahassee, Florida 32301  
Office #: (850) 386-1253  
Fax #: (850) 385-8050

**PROJECT:** WOODSIDE HEIGHTS WASTEWATER RETROFIT  
**CLIENT:** GENESIS GROUP, INC.  
**PROJECT NO.:** 18-139-16-02  
**PROJECT LOCATION:** LEON COUNTY, FLORIDA  
**BORING NO.:** SS-10  
**DRILLER:** F. SANCHEZ  
**DEPTH TO WATER: INITIAL:**  $\nabla$  > 20.0' **24 HR:**  $\nabla$  N/M

**HAMMER TYPE:** Attachment #1  
**NORTHING:** Page 916 of 177  
**EASTING:** 2042222  
**ELEVATION (FEET):** 53.1  
**DATE:** 03/13/2017  
**FLUID LOSS:** NONE  
**CAVING:** C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.



**NOTES:** N/M MEANS NOT MEASURED  
N/A MEANS NOT AVAILABLE

*APPENDIX C*  
*SOIL CLASSIFICATION DATA*



# SOIL CLASSIFICATION DATA

Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT

Client: GENESIS GROUP, INC.

Project No.: 18-139-16-02

Boring: SS-1

Location: LEON COUNTY, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.5	6												A-2-4	BROWN SILTY FINE SAND
1.0-1.5	9	100	100	98	83	46	27	16					A-2-4	BROWN SILTY FINE SAND
2.0-2.5	4											12	A-3	TAN FINE SAND
3.0-3.5	5												A-3	TAN FINE SAND
4.0-4.5	4												A-3	TAN FINE SAND
5.0-5.5	4											4	A-3	TAN FINE SAND
6.0-6.5	4												A-3	TAN FINE SAND
7.0-7.5	4											7	A-3	TAN FINE SAND
8.0-8.5	7	100	100	98	84	45	21	7					A-3	BROWN FINE SAND
9.0-9.5	6												A-3	BROWN FINE SAND
10.0-10.5	4												A-3	TAN FINE SAND

# SOIL CLASSIFICATION DATA

Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT

Client: GENESIS GROUP, INC.

Project No.: 18-139-16-02

Boring: SS-2

Location: LEON COUNTY, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.5	18												A-3	GRAY FINE SAND WITH FIBROUS ORGANICS
1.0-1.5	9												A-3	TAN FINE SAND
2.0-2.5	8	100	100	99	88	47	23	8				10	A-3	TAN FINE SAND
3.0-3.5	7												A-3	TAN FINE SAND
4.0-4.5	8												A-3	TAN FINE SAND
5.0-5.5	8											5	A-3	TAN FINE SAND
6.0-6.5	9												A-3	TAN FINE SAND
7.0-7.5	7											4	A-3	TAN FINE SAND
8.0-8.5	14	100	100	99	91	63	33	16					A-2-4	ORANGE SILTY FINE SAND
9.0-9.5	11												A-2-4	ORANGE SILTY FINE SAND
10.0-10.5	8												A-2-4	ORANGE SILTY FINE SAND

## SOIL CLASSIFICATION DATA

Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT

Client: GENESIS GROUP, INC.

Project No.: 18-139-16-02

Boring: SS-3

Location: LEON COUNTY, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.2	--												--	2.0 INCHES ASPHALT
0.2-0.5	9												A-2-4	MEDIUM DENSE BROWN SILTY FINE SAND
1.0-1.5	3	100	100	99	93	54	21	6					A-3	MEDIUM DENSE TAN FINE SAND
2.0-2.5	3											13	A-3	MEDIUM DENSE TAN FINE SAND
3.0-3.5	3												A-3	MEDIUM DENSE TAN FINE SAND
4.0-4.5	2												A-3	LOOSE TAN FINE SAND
5.0-5.5	3											5	A-3	LOOSE TAN FINE SAND
6.0-6.5	3												A-3	LOOSE TAN FINE SAND
7.0-7.5	5											7	A-2-4	LOOSE ORANGE SILTY FINE SAND
7.5-9.0	9	100	100	98	88	58	30	17				6	A-2-4	LOOSE ORANGE SILTY FINE SAND
9.0-10.5	7											7	A-3	LOOSE TAN FINE SAND
10.5-12.0	7											8	A-3	MEDIUM DENSE TAN FINE SAND
12.5-14.0	5											8	A-3	MEDIUM DENSE TAN FINE SAND
15.0-16.5	5	100	100	99	82	36	11	6				9	A-3	MEDIUM DENSE



## SOIL CLASSIFICATION DATA

Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT

Client: GENESIS GROUP, INC.

Project No.: 18-139-16-02

Boring: SS-4

Location: LEON COUNTY, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.2	--												--	2.5 INCHES ASPHALT
0.2-0.5	5												A-2-4	MEDIUM DENSE BROWN SILTY FINE SAND
1.0-1.5	4	100	100	100	90	49	34	8					A-3	MEDIUM DENSE TAN FINE SAND
2.0-2.5	4											13	A-3	MEDIUM DENSE TAN FINE SAND
3.0-3.5	4												A-3	MEDIUM DENSE TAN FINE SAND
4.0-4.5	4												A-3	LOOSE TAN FINE SAND
5.0-5.5	4											5	A-3	LOOSE TAN FINE SAND
6.0-6.5	4												A-3	LOOSE TAN FINE SAND
7.0-7.5	4											4	A-3	LOOSE TAN FINE SAND
7.5-9.0	4											6	A-3	LOOSE TAN FINE SAND
9.0-10.5	4											6	A-3	LOOSE TAN FINE SAND
10.5-12.0	10	100	100	99	91	64	36	14				6	A-2-4	LOOSE ORANGE SILTY FINE SAND
13.0-15.0	14											9	A-2-4	MEDIUM DENSE ORANGE SILTY FINE SAND

## SOIL CLASSIFICATION DATA

Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT

Client: GENESIS GROUP, INC.

Project No.: 18-139-16-02

Boring: SS-5

Location: LEON COUNTY, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.2	--												--	2.0 INCHES ASPHALT
0.2-0.5	6												A-3	MEDIUM DENSE BROWN FINE SAND
1.0-1.5	3												A-3	MEDIUM DENSE TAN FINE SAND
2.0-2.5	4											10	A-3	MEDIUM DENSE TAN FINE SAND
3.0-3.5	4	100	100	99	89	45	18	6					A-3	MEDIUM DENSE TAN FINE SAND
4.0-4.5	4												A-3	LOOSE TAN FINE SAND
5.0-5.5	4											7	A-3	LOOSE TAN FINE SAND
6.0-6.5	4												A-3	LOOSE TAN FINE SAND
7.0-7.5	4											7	A-3	LOOSE TAN FINE SAND
7.5-9.0	4											6	A-3	LOOSE TAN FINE SAND
9.0-10.5	7											8	A-3	LOOSE TAN FINE SAND
10.5-12.0	10											7	A-2-4	LOOSE ORANGE SILTY FINE SAND
12.5-14.0	8											11	A-2-4	MEDIUM DENSE ORANGE SILTY FINE SAND
15.0-16.5	10	100	100	99	81	59	37	19				18	A-2-4	MEDIUM DENSE





**SOIL CLASSIFICATION DATA**

**Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT**

**Client: GENESIS GROUP, INC.**

**Project No.: 18-139-16-02**

**Boring: SS-6**

**Location: LEON COUNTY, FLORIDA**

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.2	--												--	2.5 INCHES ASPHALT
0.2-0.5	8												A-2-4	MEDIUM DENSE BROWN SILTY FINE SAND
1.0-1.5	10	100	100	98	80	50	33	22					A-2-4	MEDIUM DENSE BROWN SILTY FINE SAND
2.0-2.5	4											13	A-3	MEDIUM DENSE TAN FINE SAND
3.0-3.5	4												A-3	MEDIUM DENSE TAN FINE SAND
4.0-4.5	4												A-3	LOOSE TAN FINE SAND
5.0-5.5	4	100	100	99	86	43	22	10				4	A-3	LOOSE TAN FINE SAND
6.0-6.5	4												A-3	LOOSE TAN FINE SAND
7.0-7.5	4											4	A-3	LOOSE TAN FINE SAND
7.5-9.0	4											4	A-3	LOOSE TAN FINE SAND
9.0-10.5	5											6	A-3	LOOSE TAN FINE SAND
10.5-12.0	13	100	100	100	94	66	37	25				7	A-2-4	LOOSE ORANGE SILTY FINE SAND
13.0-15.0	12											8	A-2-4	LOOSE ORANGE SILTY FINE SAND

**SOIL CLASSIFICATION DATA**

**Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT**

**Client: GENESIS GROUP, INC.**

**Project No.: 18-139-16-02**

**Boring: SS-7**

**Location: LEON COUNTY, FLORIDA**

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.2	--												--	2.0 INCHES ASPHALT
0.2-0.5	8												A-2-4	MEDIUM DENSE BROWN SILTY FINE SAND WITH ASPHALT
1.0-1.5	4												A-3	MEDIUM DENSE TAN FINE SAND
2.0-2.5	4											13	A-3	MEDIUM DENSE TAN FINE SAND
3.0-3.5	4	100	100	100	92	47	21	6					A-3	MEDIUM DENSE TAN FINE SAND
4.0-4.5	3												A-3	LOOSE TAN FINE SAND
5.0-5.5	3											4	A-3	LOOSE TAN FINE SAND
6.0-6.5	3												A-3	LOOSE TAN FINE SAND
7.0-7.5	3											5	A-3	LOOSE TAN FINE SAND
7.5-9.0	4											4	A-3	LOOSE TAN FINE SAND
9.0-10.5	4											6	A-3	LOOSE TAN FINE SAND
10.5-12.0	6	100	100	100	92	55	25	8				6	A-3	LOOSE BROWN FINE SAND
13.0-15.0	5											8	A-3	LOOSE BROWN FINE SAND

SOIL CLASSIFICATION DATA

Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT

Client: GENESIS GROUP, INC.

Project No.: 18-139-16-02

Boring: SS-8

Location: LEON COUNTY, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.2	--												--	2.0 INCHES ASPHALT
0.2-0.5	2												A-3	MEDIUM DENSE GRAY FINE SAND WITH ASPHALT
1.0-1.5	4												A-3	MEDIUM DENSE TAN FINE SAND
2.0-2.5	3	100	100	99	89	41	20	7				9	A-3	MEDIUM DENSE TAN FINE SAND
3.0-3.5	4												A-3	MEDIUM DENSE TAN FINE SAND
4.0-4.5	4												A-3	LOOSE TAN FINE SAND
5.0-5.5	4											5	A-3	LOOSE TAN FINE SAND
6.0-6.5	3												A-3	LOOSE TAN FINE SAND
7.0-7.5	4											5	A-3	LOOSE TAN FINE SAND
7.5-9.0	9	100	100	98	84	39	22	13				6	A-2-4	LOOSE BROWN SILTY FINE SAND
9.0-10.5	10											8	A-2-4	LOOSE BROWN SILTY FINE SAND
10.5-12.0	4											11	A-3	MEDIUM DENSE TAN FINE SAND
12.5-14.0	5											13	A-3	MEDIUM DENSE TAN FINE SAND
15.0-16.5	5											15	A-3	MEDIUM DENSE

## SOIL CLASSIFICATION DATA

**Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT**

**Client: GENESIS GROUP, INC.**

**Project No.: 18-139-16-02**

**Boring: SS-8**

**Location: LEON COUNTY, FLORIDA**

[illegible]

**SOIL CLASSIFICATION DATA**

**Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT**

**Client: GENESIS GROUP, INC.**

**Project No.: 18-139-16-02**

**Boring: SS-9**

**Location: LEON COUNTY, FLORIDA**

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.5	7												A-3	MEDIUM DENSE GRAY FINE SAND
1.0-1.5	3												A-3	MEDIUM DENSE TAN FINE SAND
2.0-2.5	4	100	100	100	92	43	23	7				9	A-3	MEDIUM DENSE TAN FINE SAND
3.0-3.5	4												A-3	MEDIUM DENSE TAN FINE SAND
4.0-4.5	4												A-3	LOOSE TAN FINE SAND
5.0-5.5	3											7	A-3	LOOSE TAN FINE SAND
6.0-6.5	4												A-3	LOOSE TAN FINE SAND
7.0-7.5	6	100	100	100	93	50	24	8				5	A-3	LOOSE ORANGE AND TAN FINE SAND
7.5-9.0	5											8	A-3	MEDIUM DENSE ORANGE AND TAN FINE SAND
9.0-10.5	6											8	A-3	MEDIUM DENSE ORANGE AND TAN FINE SAND
10.5-12.0	5											12	A-3	MEDIUM DENSE ORANGE AND TAN FINE SAND
12.5-14.0	3											12	A-3	MEDIUM DENSE WHITE FINE SAND
15.0-16.5	3											16	A-3	MEDIUM DENSE WHITE





**SOIL CLASSIFICATION DATA**

**Project: WOODSIDE HEIGHTS WASTEWATER RETROFIT**

**Client: GENESIS GROUP, INC.**

**Project No.: 18-139-16-02**

**Boring: SS-10**

**Location: LEON COUNTY, FLORIDA**

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.2	--												--	2.0 INCHES ASPHALT
0.2-0.5	7												A-2-4	MEDIUM DENSE GRAY SILTY FINE SAND
1.0-1.5	4												A-2-4	MEDIUM DENSE TAN SILTY FINE SAND
2.0-2.5	5	100	100	100	92	56	30	16				10	A-2-4	MEDIUM DENSE TAN SILTY FINE SAND
3.0-3.5	5												A-3	LOOSE TAN FINE SAND
4.0-4.5	5												A-3	LOOSE TAN FINE SAND
5.0-5.5	4											5	A-3	LOOSE TAN FINE SAND
6.0-6.5	4												A-3	LOOSE TAN FINE SAND
7.0-7.5	4											4	A-3	LOOSE TAN FINE SAND
7.5-9.0	5											6	A-3	LOOSE ORANGE AND TAN FINE SAND
9.0-10.5	7											7	A-3	LOOSE ORANGE AND TAN FINE SAND
10.5-12.0	6	100	100	100	91	50	28	10				8	A-3	LOOSE ORANGE AND TAN FINE SAND
12.5-14.0	7											7	A-3	LOOSE ORANGE AND TAN FINE SAND
15.0-16.5	10											13	A-3	MEDIUM DENSE



*APPENDIX D*  
*NRCS SOIL SURVEY*



DRAWN: O. NAMUCHE	CHECKED: K. SWEENEY, E.I.	Environmental and Geotechnical Specialists, Inc.  104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253 Fax #: (850) 385-8050  Page 829 of 1166	TITLE:  NRCS SOIL SURVEY MAP WOODSIDE HEIGHTS WASTEWATER RETROFIT LEON COUNTY, FLORIDA	
ENGINEER: J. JENKINS, P.E.				
CLIENT: GENESIS GROUP, INC.				
PROJ. NO.: 18-139-16-02	SCALE:		DATE: APRIL 2017	FIGURE NO.: D Posted March 19, 2018

Chemical Soil Properties—Leon County, Florida								
Map symbol and soil name	Depth	Cation-exchange capacity	Effective cation-exchange capacity	Soil reaction	Calcium carbonate	Gypsum	Salinity	Sodium adsorption ratio
	<i>In</i>	<i>meq/100g</i>	<i>meq/100g</i>	<i>pH</i>	<i>Pct</i>	<i>Pct</i>	<i>mmhos/cm</i>	
18—Kershaw sand, 0 to 5 percent slopes								
Kershaw	0-7	—	0.4-2.1	4.5-6.0	0	0	0.0-2.0	0-4
	7-80	0.8-4.0	—	4.5-6.0	0	0	0.0-2.0	0-4
20—Kershaw-Urban land complex, 0 to 5 percent slopes								
Kershaw	0-7	—	0.4-2.1	4.5-6.0	0	0	0.0-2.0	0-4
	7-80	0.8-4.0	—	4.5-6.0	0	0	0.0-2.0	0-4
Urban land	—	—	—	—	—	—	—	—



Absence of an entry indicates that the data were not estimated. The asterisk '\*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

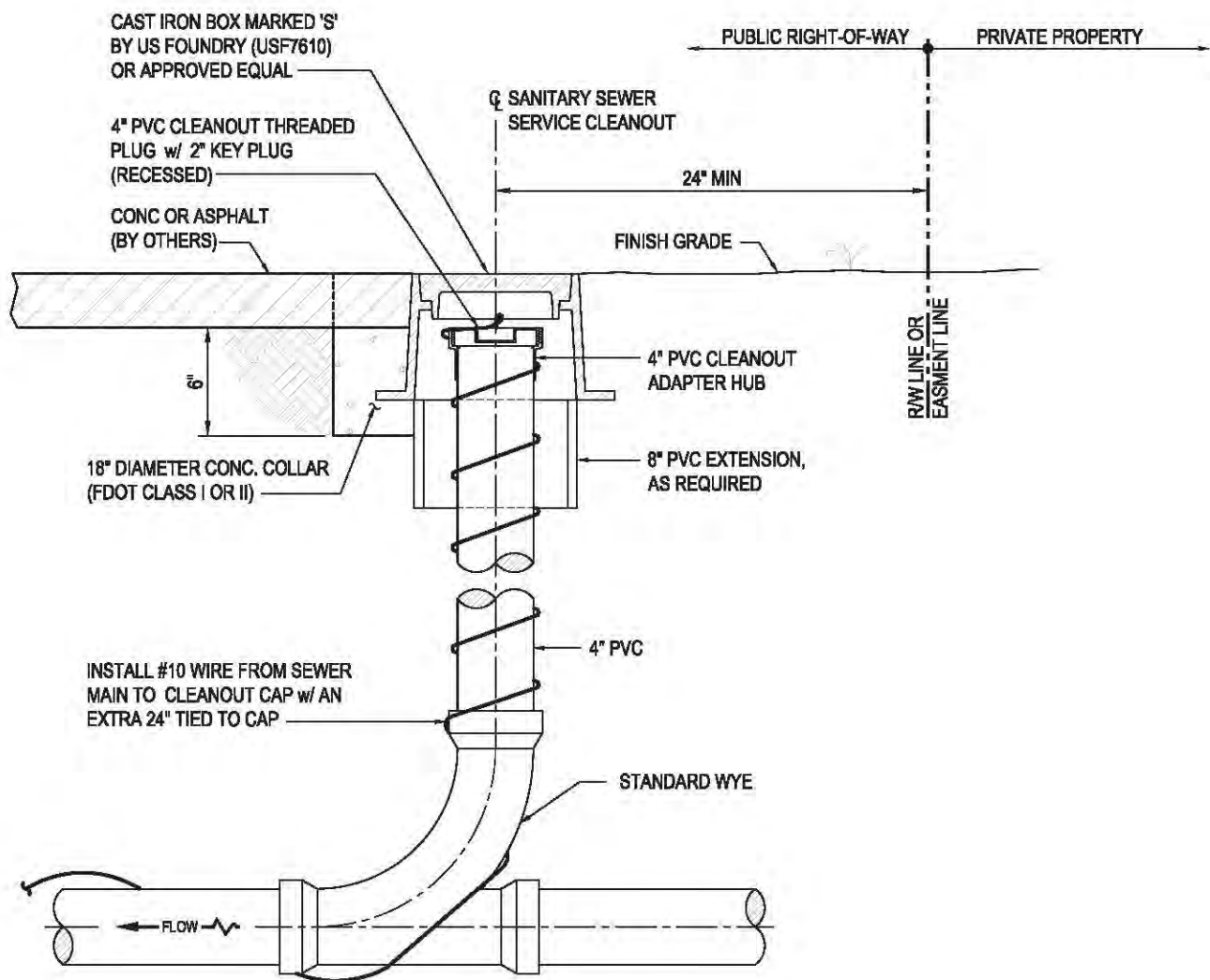
Engineering Properties—Leon County, Florida														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			In				L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H
18—Kershaw sand, 0 to 5 percent slopes														
Kershaw	85	A	0-7	Sand	SP, SP-SM	A-3, A-2	0- 0- 0	0- 0- 0	98-99-100	98-99-100	50-65-80	1- 4- 7	0-7 -14	NP
			7-80	Fine sand, sand	SP, SP-SM	A-3, A-2	0- 0- 0	0- 0- 0	98-99-100	98-99-100	50-65-80	1- 4- 7	0-7 -14	NP
20—Kershaw-Urban land complex, 0 to 5 percent slopes														
Kershaw	55	A	0-7	Sand	SP, SP-SM	A-3, A-2	0- 0- 0	0- 0- 0	98-99-100	98-99-100	50-65-80	1- 4- 7	0-7 -14	NP
			7-80	Fine sand, sand	SP, SP-SM	A-3, A-2	0- 0- 0	0- 0- 0	98-99-100	98-99-100	50-65-80	1- 4- 7	0-7 -14	NP

Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Physical Soil Properties—Leon County, Florida														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	<i>In</i>	<i>Pct</i>	<i>Pct</i>	<i>Pct</i>	<i>g/cc</i>	<i>micro m/sec</i>	<i>In/in</i>	<i>Pct</i>	<i>Pct</i>					
18—Kershaw sand, 0 to 5 percent slopes														
Kershaw	0-7	-94-	0- 5- 15	1- 2- 5	1.35-1.45-1.55	141.00-247.00-353.00	0.02-0.04-0.05	0.0- 1.5- 2.9	0.3- 0.5- 1.0	.15	.15	5	1	220
	7-80	-98-	0- 1- 15	1- 1- 5	1.35-1.45-1.55	141.00-247.00-353.00	0.02-0.04-0.05	0.0- 1.5- 2.9	0.0- 0.1- 0.5	.02	.02			
20—Kershaw-Urban land complex, 0 to 5 percent slopes														
Kershaw	0-7	-94-	0- 5- 15	1- 2- 5	1.35-1.45-1.55	141.00-247.00-353.00	0.02-0.04-0.05	0.0- 1.5- 2.9	0.3- 0.5- 1.0	.15	.15	5	1	220
	7-80	-98-	0- 1- 15	1- 1- 5	1.35-1.45-1.55	141.00-247.00-353.00	0.02-0.04-0.05	0.0- 1.5- 2.9	0.0- 0.1- 0.5	.02	.02			
Urban land	—	—	—	—	—	—	—	—	—					

Soil Features—Leon County, Florida									
Map symbol and soil name	Restrictive Layer				Subsidence		Potential for frost action	Risk of corrosion	
	Kind	Depth to top	Thickness	Hardness	Initial	Total		Uncoated steel	Concrete
		<i>Low-RV-High</i>	<i>Range</i>		<i>Low-High</i>	<i>Low-High</i>			
		<i>In</i>	<i>In</i>		<i>In</i>	<i>In</i>			
18—Kershaw sand, 0 to 5 percent slopes									
Kershaw		—	—		—	—	None	Low	High
20—Kershaw-Urban land complex, 0 to 5 percent slopes									
Kershaw		—	—		—	—	None	Low	High
Urban land		—	—		—	—			

Map unit symbol and soil name	Hydrologic group	Surface runoff	Month	Water table			Ponding			Flooding	
				Upper limit	Lower limit	Kind	Surface depth	Duration	Frequency	Duration	Frequency
				<i>Ft</i>	<i>Ft</i>		<i>Ft</i>				
18—Kershaw sand, 0 to 5 percent slopes											
Kershaw	A	Negligible	Jan-Dec	—	—	—	—	—	None	—	None
20—Kershaw-Urban land complex, 0 to 5 percent slopes											
Kershaw	A	Negligible	Jan-Dec	—	—	—	—	—	None	—	None
Urban land			Jan-Dec	—	—	—	—	—	None	—	None



# **SANITARY SEWER CLEANOUT**

N.T.S.



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-8302 www.leoncountyclerk.gov

Attachment #1  
Purchasing Division Page 16 of 177  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

NICK MADDOX  
At-Large  
Chairman

JIMBO JACKSON  
District 2  
Vice Chairman

BILL PROCTOR  
District 1

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

February 1, 2018

RE: Bid Title: Woodside Heights Wastewater Retrofit  
Bid No: BC-02-08-18-12  
Opening Date: February 8, 2018 at 2:00 PM

### ADDENDUM #2

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project. The following shall be added to the bid specifications:

- A. Specific reference is made to Pump Station Plan Sheets No. 40-42, with reference to note appearing upon these sheets that is reprinted below:

"The construction activities at 723 Flagg Street (pump station site) are subject to procurement of the property by Leon County Board of County Commissioners. Before the property is acquired by Leon County, the Contractor cannot work in this area. The Contractor may adjust the construction sequence and/or approach with approval by the County to ensure completion of the entire project within the contract schedule."

- 1) Upon request by the Contractor, Leon County may adjust the allotted Contract Time day-for-day for each day that the pump station site is not available to Contractor subsequent to issuance of the Notice to Proceed (NTP).

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

Geri M. Forslund  
Purchasing and Contract Administrator  
Purchasing Division



Attachment #1  
Page 117 of 177

**LEON COUNTY**  
**DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT**

**ENVIRONMENTAL MANAGEMENT PERMIT**

TO SPEAK TO AN ENVIRONMENTAL INSPECTOR, CALL (850) 606-1300.

PERMIT EXPIRES THIRTY-SIX (36) MONTHS FROM ISSUANCE PER ARTICLE 5, SECTION 7-41(4)(A)(1), ENVIRONMENTAL MANAGEMENT ACT

**PERMIT EXPIRES:**

**PERMIT #:** LEM1700071  
**PROJECT NAME:** Environmental Permit Short Form B High  
**LOCATION:**  
**PERMITTEE:**

**DATE ISSUED:** 12/05/2017  
**PARCEL TAX ID:** 88888888888888

**FEE INFORMATION**

Stormwater SF B High	3,048.44
Env Tree Removal Permit Fee	114.00
Env Landscaping Permit Fee	813.58
Env Tree Bank Fund	18,000.00
<b>TOTAL FEES:</b>	<b>21,048.44</b>
<b>TOTAL PAYMENTS</b>	<b>3,048.44</b>
<b>BALANCE:</b>	<b>18,000.00</b>



  
John P. Kraynak, Director Environmental  
Compliance Division

John P. Kraynak, Director  
Environmental Services Division

ACCEPTANCE OF THIS PERMIT ACKNOWLEDGES PREMISIONS FOR LEON COUNTY PERSONNEL TO INSPECT AT REASONABLE TIMES THE PROPERTY AND WORK ASCRIBED IN THIS PERMIT. FAILURE TO POST THE PERMIT PLACARD IN A CONSPICUOUS PLACE ON-SITE OR FAILURE TO HAVE THE APPROVED PERMIT AND PLANS AVAILABLE ON-SITE MAY RESULT IN THE IMMEDIATE ISSUANCE OF A STOP WORK ORDER.

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY**

DEPARTMENT OF DEVELOPMENT SUPPORT AND  
ENVIRONMENTAL MANAGEMENT

---

**WOODSIDE HEIGHTS  
WASTEWATER RETROFIT PROJECT**

**ENVIRONMENTAL MANAGEMENT PERMIT  
LEM17-00071**

**-A Pre-Construction Conference with the County Environmental Inspector is Required-  
(Contact Mr. Kevin Hough @ 606-1310 or 544-0825)**

This environmental management permit authorizes construction of a central sewer system within the Woodside Heights subdivision, including construction of a pump station, installation of a wastewater force main, and residential wastewater and water hook-ups. Additional associated work includes construction of two stormwater management facilities (SWMFs), tree removal, grading, roadway repaving, and tree replanting. The improvements are primarily located within Parcel ID No. 31-19-80- J-002-0 and Leon County right-of-way within Leon County. Two (2) dry retention SWMFs are being constructed to provide pre- versus post-development volume control associated with the improvements. The SWMF associated with the pump station also provides compensating volume for floodplain volumes displaced due to fill associated with the improvements, consistent with the following attachments and exhibits:

Attachment A: Permit Conditions

Exhibit A: Approved Plans (Permit Plan Set)

The permittee should be familiar with the permit conditions and all other attachments and exhibits included in this permit prior to the commencement of development activity. Failure to conform to this permit may cause appropriate enforcement action to be taken that could include a "Stop Work Order" or a "Notice of Violation".

Approved By:



**Approved By: Nawfal Ezzagaghi 12/5/2017**

---

John Kraynak, P.E., Director  
Environmental Services  
AMP

---

Date

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**ATTACHMENT “A”**  
**PERMIT CONDITIONS:**  
**WOODSIDE HEIGHT WASTEWATER RETROFIT**

**GENERAL CONDITIONS:**

1. The permittee shall conduct all development activity consistent with the “Environmental Management Act” and Chapter 10 of the Leon County Land Development Code.
2. *Posting of placards.* A placard indicating issuance of a valid permit shall be posted in a conspicuous place on site at all times during the development activity. **Reference Section 10-4.203(c)(1).**
3. *Permit and plans on-site.* A copy of the approved permit and plans (Exhibit “A” and subsequent approved contractor “Shop Drawings”) shall be available on site at all times when any development activity is occurring on the site. **Reference Section 10-4.203(c)(2).**
4. *Notice of intent to proceed and Pre-Construction Conference.* A notice of intent to proceed shall be filed with the Director at least three (3) working days prior to initiation of any physical development activity on the site. The notice shall specify the site location and the permit number(s) applicable to the activity and shall specify the date and approximate time at which such physical development activity is to commence. A pre-construction conference will be scheduled and required prior to the commencement of any development activity. **Reference Section 10-4.203(c)(3).**
5. *Environmental Management Officer.* This individual shall be in responsible charge of all on-going work on the site and ensure that all work is proceeding according to the approved plans and permit. The designated environmental management officer must ensure that during such time as the officer is not personally present on the site a designated alternate remains in responsible charge of the project. For this project, the Environmental Management Officer shall be determined at the pre-construction conference. **Reference Section 10-4.203(c)(6).**
6. *Permit Expiration.* This Environmental Management Permit expires 36 months after issuance. **Reference Section 10-4.214(a)(1).**
7. *Extensions.* Permits may be extended, by request of the applicant and approval of the Director, for successive periods of time not to exceed 36 months each, provided the request for extension is made prior to the expiration of the prior approval and provided continuous good faith efforts have been made to complete the development. **Reference Section 10-4.214(a)(2).**
8. *Early expiration for cause.* If no substantial and readily observable site development activity has taken place within 24 months of the issuance of the permit or, once development is started, if no such development activity occurs for any 24 consecutive months, the county administrator or designee may, after notifying the permittee and providing an opportunity for hearing, determine the permit to be expired and shall so notify the permittee. Such a permit may not thereafter be extended. **Reference Section 10-4.214(a)(3).**
9. *Effect of permit expiration.* Once a permit has expired, no further development activity may proceed on the permitted development site unless and until a new permit is received for the development site and activity. **Reference Section 10-4.214(c).**

10. *Continued responsibility under expired permit.* An expired permit shall not relieve the permittee from the responsibility of continued compliance with this permit and the Code. Where development has commenced and no final inspection completed before expiration of a permit, the permittee may be required to submit, and obtain the Director's approval of a new environmental management permit application or an application for amendment of the expired permit. As an option, the permittee may be required to complete and maintain the landscaping, trees, or stormwater management systems and facilities which were required by the expired permits, as necessary to prevent significant adverse environmental impacts as a result of development activity which has occurred on the site. **Reference Section 10-4.214(c).**
11. *Notice of transfer of permit.* No later than ten (10) days after the sale or legal transfer of property upon which a stormwater management facility has been, or is approved to be, constructed pursuant to a permit issued by the County, a notice of transfer of permit shall be submitted to the Director. The notice shall be made using a form provided by the Director. **Reference Section 10-4.214(e)(1).**
12. *Transfer liability.* Until a proper notice of permit transfer is provided to the Director, the permittee and any other person constructing, operating, or maintaining the permitted facility shall be liable for compliance with the terms of the permit. The permittee transferring the permit shall remain liable for corrective actions required as a result of any violations occurring prior to transfer. For facilities that have received final inspection approval prior to the time of legal transfer, the original permittee shall remain liable for performance of warranty obligations as set forth in **Section 4.208(d)**, absent an express assumption of liability as to such warranty obligations by the subsequent holder of the property. **Reference Section 10-4.214(e)(2).**
13. *Amendments.* Any minor change or deviation from the approved plans shall require an amendment to this permit. Substantial changes, including significant increases in impervious area, changes in intended land use, modification of stormwater management system, new phases of development, or other additions, shall not be treated as amendments, but shall require a new permit application. **Reference Section 10-4.215.**
14. *During development.* All environmental management controls and facilities shall be maintained in a manner which will ensure proper functioning and protection from unnecessary environmental degradation, throughout the development process. **Reference Section 10-4.210(a).**
15. *Post-development.* Upon completion of development activities and construction, the permittee shall ensure that each site is properly stabilized, and that swales and other stormwater management features shown in the permit are in place in a manner consistent with the permit, approved plans and specifications. **Reference Section 10-4.210(b).**
16. *Post-construction inspection.* Prior to requesting a final inspection by the Director, the permittee shall have a qualified professional to personally inspect the site and facilities and certify as provided for in **Section 10-4.208(b).**

## SPECIFIC CONDITIONS:

1. *Permit Scope.* As shown in Exhibit “A” (the permit plan sets), this permit authorizes construction of a central sewer system within the Woodside Heights subdivision, including construction of a pump station, installation of a wastewater force main, and residential wastewater and water hook-ups. Additional associated work includes construction of two stormwater management facilities (SWMFs), tree removal, grading, roadway repaving, and tree replanting. The improvements are primarily located within Parcel ID No. 31-19-80- J-002-0 and Leon County right-of-way within Leon County. Two (2) dry retention SWMFs are being constructed to provide pre- versus post-development volume control associated with the improvements. The SWMF associated with the pump station also provides compensating volume for floodplain volumes displaced due to fill associated with the improvements.
2. *Licensed contractors.* All excavation, grading work, and other site work shall be performed under the supervision of a certified or registered general contractor, building contractor, residential contractor, commercial or residential pool/spa contractor, or underground utility contractor, or by an excavation, grading and site contractor duly licensed by the County Contractors Licensing Board. **Reference Section 10-4.203(c)(5).**
3. *Notification of Easements.* A copy of any required easements, with proof of recording, shall be provided to the Director prior to final inspection. Where transfer of title for any affected parcel is proposed, the owner shall provide clear information to each prospective buyer prior to execution of any contracts, about the existence, impacts, and responsibilities associated with any easements on the property. A copy of the applicable easements shall be provided by the owner to each prospective purchaser prior to closing, and the copy shall be initialed by the parties and attached to such closing documents upon execution. **Reference Section 10-4.203(c)(8).**
4. *Stormwater management facility operating permit.* No stormwater management facility shall be utilized until a stormwater management operating permit is obtained. An operating permit is not required for facilities which have as their primary function the conveyance of stormwater, facilities under construction as part of an approved development plan, and temporary facilities which are part of an erosion and sediment control plan. **Reference Section 10-4.209(a).**
5. *Required disclaimers.* Any contract for the conveyance of title to land for which stormwater management is provided by a system or facility not maintained by the County or the City of Tallahassee shall contain the following statement: “Neither Leon County nor the City of Tallahassee is responsible for the maintenance, upkeep or improvement of any stormwater management facility utilized by the land described herein. Title to this property carries with it the requirement that the current and all subsequent owners or their authorized agent obtain a stormwater management facility operating permit from the County. The owner of this property shall be legally responsible, jointly with other owners using the facility and based on pro rata share, for compliance with all stormwater management facility operating permit maintenance and operation requirements, as well as all other permit conditions, unless such maintenance and operation obligations have been specifically assumed by some other entity pursuant to Director approval and appropriate documentation recorded in the public records of Leon County.” **Reference Section 10-4.210(d).**
6. *Landscape and tree maintenance, if applicable.* All landscaping, landscaped areas, landscape development, buffer areas, and trees required as part of this permit shall be maintained and used pursuant to **Sections 10-4.348(b), 10-4.355, 10-4.209(f)(1)(h), 10-4.209(g)(7) and 10-4.211** of the Land Development Code and shall be checked for compliance during the operating permit renewal process.



7. *Stormwater Facility Performance.* The stormwater management system for the development activity permitted herein shall conform to the “Stormwater Management Plan” (Exhibit A).
8. *System Evaluation & Redesign.* At any time, should the County determine that the stormwater management system, stormwater pollution prevention plan, landscape plan, or any maintenance program is not functioning as designed, the County may request a system evaluation to determine compliance. The Permittee shall have thirty (30) days to evaluate the discrepancy and respond. Should the Permittee verify that a discrepancy exists, then the Permittee shall have sixty (60) days to redesign and implement the appropriate redesign necessary to correct the discrepancy. This process does not apply to any event of noncompliance with the permit and approved plans, in which case the enforcement provisions of the Environmental Management Act shall apply.
9. *Intergovernmental Transfer.* If at any time, the City of Tallahassee (the “City”) annexes the permitted development into its corporate boundary, then this permit shall be transferred to the City with all provisions fully enforceable by the City. The City shall assume the role of the County in each provision of this permit.
10. *Termination of Permit.* The requirements, responsibilities and obligations of the Permittee in the General Conditions, Specific Conditions, and Special Conditions shall never expire with this permit. The Permittee may terminate such requirements, responsibilities and obligations either by an appropriate transfer as prescribed in Paragraph 12 of the General Conditions or by closing the development in a manner guaranteeing the preservation of natural areas, conservation easement areas, and/or other protected areas. Such closure shall require the submittal and approval of a short form environmental management permit which states appropriate plans to close the project in manner that will ensure compliance with the Environmental Management Act upon and after termination of responsibility. **Reference Section 10-4.214(a)(3).**
11. *Other Permits.* This permit is issued with the condition that the applicant procure and comply with all other necessary federal, state, and local agency permits, including but not limited to the Florida Department of Environmental Protection (FDEP) permit, Florida Department of Transportation (FDOT) drainage and/or access connection permits, NPDES permit and Leon County driveway connection permit. These permits must be provided prior to the start of construction. **Reference Section 10-4.201(f).**
12. *Construction Sequence.* All stormwater facilities shall be constructed and functioning prior to any clearing (with the exception of clearing for the stormwater ponds), and prior to the start of the building construction, roadway construction or any other development activity as defined in the Environmental Management Act. Phased stormwater facility construction may be allowed with prior written consent by the Director provided that each phase is fully sustainable, meets the applicable stormwater standards and provides no adverse downstream impacts. This condition supersedes any other permit conditions and plans related to this topic. In the event of a conflict between this condition and any other condition in the permit or plans, this condition will overrule.
13. *Construction or repair of buildings, excavation of streets and highways:* The construction, demolition, alteration or repair of any building or the excavation of streets and highways other than between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and Saturdays and between 9:00 a.m. and 5:00 p.m. on Sundays. This prohibition does not apply to the delivery and installation of concrete and other materials associated with residential slab installation. In cases of emergency, construction or repair noises are exempt from this provision. **Reference Section 12-56(10).**

## **SPECIAL CONDITIONS:**

This permit covers environmental review for construction of a central sewer system within the Woodside Heights subdivision, including construction of a pump station, installation of a wastewater force main, and residential wastewater and water hook-ups. Additional associated work includes construction of two stormwater management facilities (SWMFs), tree removal, grading, roadway repaving, and tree replanting. The improvements are primarily located within Parcel ID No. 31-19-80- J-002-0 and Leon County right-of-way within Leon County. Two (2) dry retention SWMFs are being constructed to provide pre- versus post-development volume control associated with the improvements. The SWMF associated with the pump station also provides compensating volume for floodplain volumes displaced due to fill associated with the improvements.

1. As used herein, the term “permittee” shall refer to the current owner of Parcel ID No. 31-19-80- J-002-0 and Leon County right-of-way. This permit may be transferred to another party in accordance with the General Conditions. Upon the Director’s approval of a Notice of Transfer of Permit, the term “permittee” shall refer to the new property owner(s) identified in this approval notice. The permittee shall ensure that all contractors and other agents authorized by the permittee to conduct the permitted development activities abide by the terms and conditions of this permit.
2. The permittee or permittee’s authorized agent shall contact the County Environmental Inspector to arrange a pre-construction conference. The County Environmental Inspector for this project will be Mr. Kevin Hough who may be contacted at (850) 606-1310 or (850) 544-0825.
3. During the pre-construction conference, and prior to commencement of construction, copies of permits from other agencies as required (i.e., NPDES, FDOT, NFWFMD, etc.) shall be submitted to the County Environmental Inspector.
4. Project staging activity in areas outside of the areas shown in Exhibit A may require a separate Environmental Management Permit from Leon County Development Support and Environmental Management (LCDSEM). LCDSEM should be contacted regarding any proposed staging activity outside of the project area prior to construction commencement.
5. **The permittee shall acquire all necessary property rights, right-of-way, and easement acquisitions prior to construction commencement. The permittee shall supply copies of legal documents to LCDSEM prior to the pre-construction conference demonstrating that sufficient property rights, right-of-way, and easement acquisition have been obtained to conduct the permitted work.**
6. Additional silt fences or other sediment and erosion control devices and environmental protection measures (i.e., silt curtains at proposed culvert discharges to the waterbodies, floating turbidity barriers, additional tree barricades around protected trees, etc.) may be required during project construction, as specified by the County Environmental Inspector.
7. Sediment control measures shall be sufficient to prevent the tracking or direct flow of mud and sediments onto public or private streets or drainage ditches. Any sediments or mud spilled, dropped, washed, or tracked from any vehicles onto the public or private streets or into the public drainage system shall be recovered and cleaned-up immediately.
8. All soil excavated as part of this project shall be used on-site or properly disposed of at an approved location.

9. **Any trees located on private property and designated as technical removal with work proposed within the critical protection zone (CPZ) of the tree will require an arborist report to mitigate the proposed impacts to the tree. If the permittee wishes to remove the tree or the impacts to the tree cannot be mitigated, approval from the property owner to remove the tree will be required.**
10. **Upon completion of the project, no trees remaining within or immediately adjacent to the project area shall be in a hazardous or dangerous condition as to endanger public health, welfare, or safety as determined by the permittee.**
11. Notwithstanding the general and specific conditions contained in this permit, this project will require submittal of as-built plans (record drawings) with specific topographic information, signed/sealed by a Florida licensed Land Surveyor, a stormwater operating permit application, and a compliance certification signed/sealed by a Florida licensed Professional Engineer. These should be submitted to the Director at least 20 days prior to the permittee/applicant's request for final inspection. All landscaping shall be installed prior to request for final inspection.
12. In the event that any condition of this permit is subject to multiple interpretations and becomes the source of conflict that cannot be resolved onsite by the contractor and the County Environmental Inspector, the matter shall be forwarded to the Environmental Services Director for clarification\interpretation.



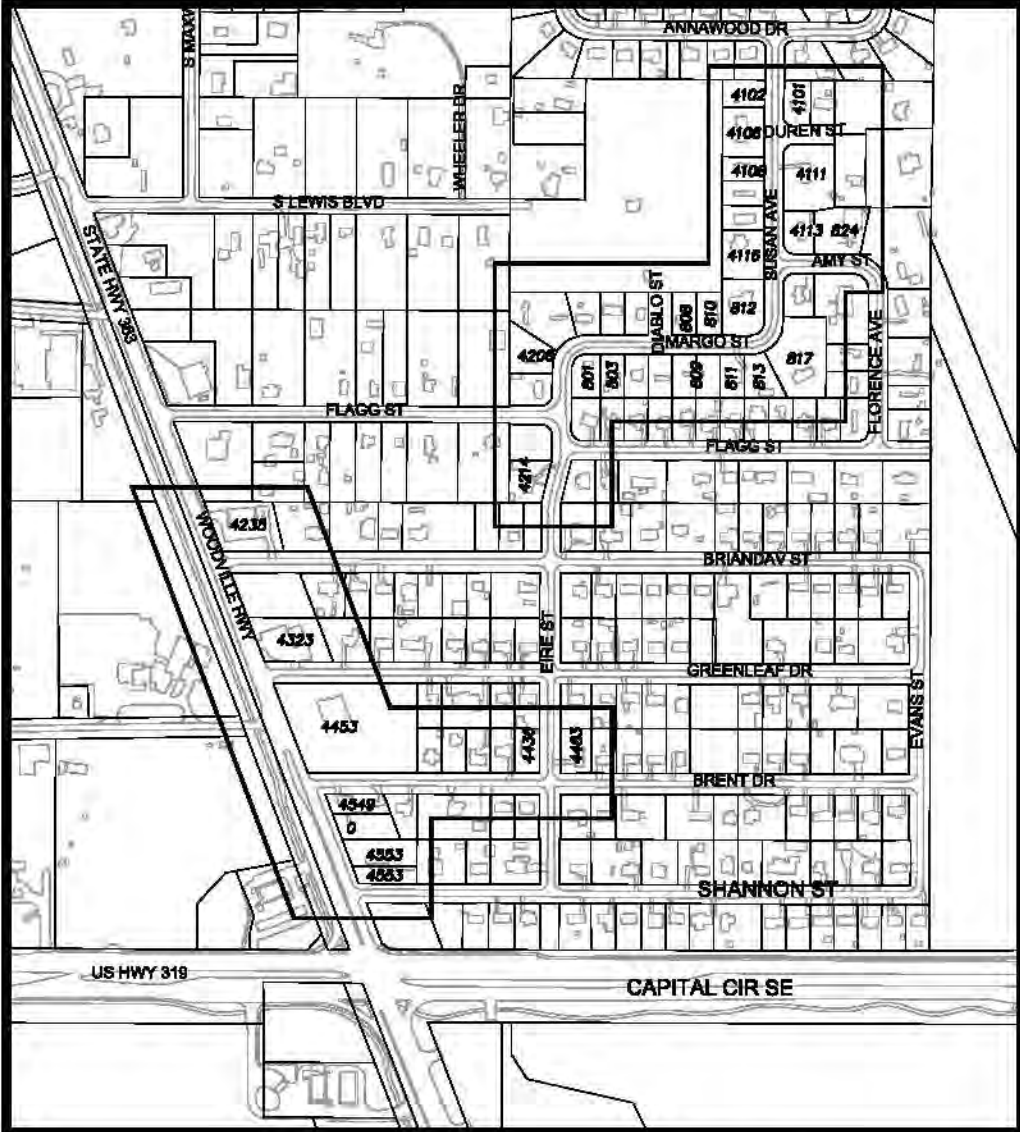
# WOODSIDE HEIGHTS WASTEWATER RETROFIT

## LOT UTILITY SERVICE MAPS

### WOODVILLE HIGHWAY, EIRE STREET, MARGO STREET, SUSAN AVENUE, AND AMY STREET

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1	COVER
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5	4549 WOODVILLE HIGHWAY
6	4553 & 0 WOODVILLE HIGHWAY
7	4206 EIRE STREET
8	4214 EIRE STREET
9	4436 EIRE STREET
10	4483 EIRE STREET
11	801 MARGO STREET
12	803 MARGO STREET
13	808 MARGO STREET
14	809 MARGO STREET
15	810 MARGO STREET
16	811 MARGO STREET
17	812 MARGO STREET
18	813 MARGO STREET
19	817 MARGO STREET
20	4101 SUSAN AVENUE
21	4102 SUSAN AVENUE
22	4106 SUSAN AVENUE
23	4108 SUSAN AVENUE
24	4111 SUSAN AVENUE
25	4113 SUSAN AVENUE
26	4116 SUSAN AVENUE
27	824 AMY STREET



#### GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO SOD ALL DISTURBED AREAS IMMEDIATELY UPON ACHIEVING FINISH GRADES. SOD SHALL BE WATERED IN UPON PLACEMENT. PROPERTY OWNER IS RESPONSIBLE TO MAINTAIN SOD PLACED WITHIN THEIR PROPERTY BOUNDARY.
2. WATER AND SEWER SERVICE CONNECTION SHOWN ON THE LOTS ARE PLACED APPROXIMATELY. CONTRACTOR TO COORDINATE WITH THE PROPERTY OWNER / UTILITY PROVIDER / ARBORIST AS APPROPRIATE FOR EXACT PLACEMENT.
3. CONTRACTOR IS RESPONSIBLE FOR REPAIR AND REPLACEMENT OF ALL EXISTING FENCES, CABLE TV LINES, WATER SERVICES, IRRIGATION LINES, PAVEMENT OR ANY OTHER IMPROVEMENTS DAMAGED BY THE CONSTRUCTION ACTIVITY.
4. ALL WATER AND SEWER SERVICES SHALL BE CONSTRUCTED IN CONFORMANCE WITH FLORIDA BUILDING CODE FIFTH EDITION (2014) PLUMBING.
5. SEE WOODSIDE HEIGHTS WASTEWATER RETROFIT PLANS FOR CENTRAL SEWER LOCATION AND CLEANOUT INVERT ELEVATION AT RIGHT OF WAY LINE.
6. ALL SEPTIC TANKS SHALL BE ABANDONED PER APPROVED LEON COUNTY HEALTH DEPARTMENT PERMITS. FLOWABLE FILL MAY BE USED FOR TANK ABANDONMENT WHERE CRUSHING THE TANK IS INFEASIBLE DUE TO LOCATION.
7. ALL WATER SERVICES CONSTRUCTED UNDER THIS CONTRACT SHALL BE EQUIPPED WITH REDUCED PRESSURE ZONE BACKFLOW PREVENTORS PER CITY OF TALLAHASSEE CROSS-CONNECTION CONTROL MANUAL AND 3/4" PRESSURE REDUCER VALVES.
8. ALL NEW WATER SERVICE CONNECTIONS SHALL INCLUDE DISCONNECTION OF HOMES FROM WELL AND INSTALLATION OF 3/4" SERVICE PIPING FROM METER TO HOUSE. WELLS ARE TO REMAIN IN PLACE EXCEPT AS NOTED IN PLANS.
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LOCATION MAP

1" = 600'





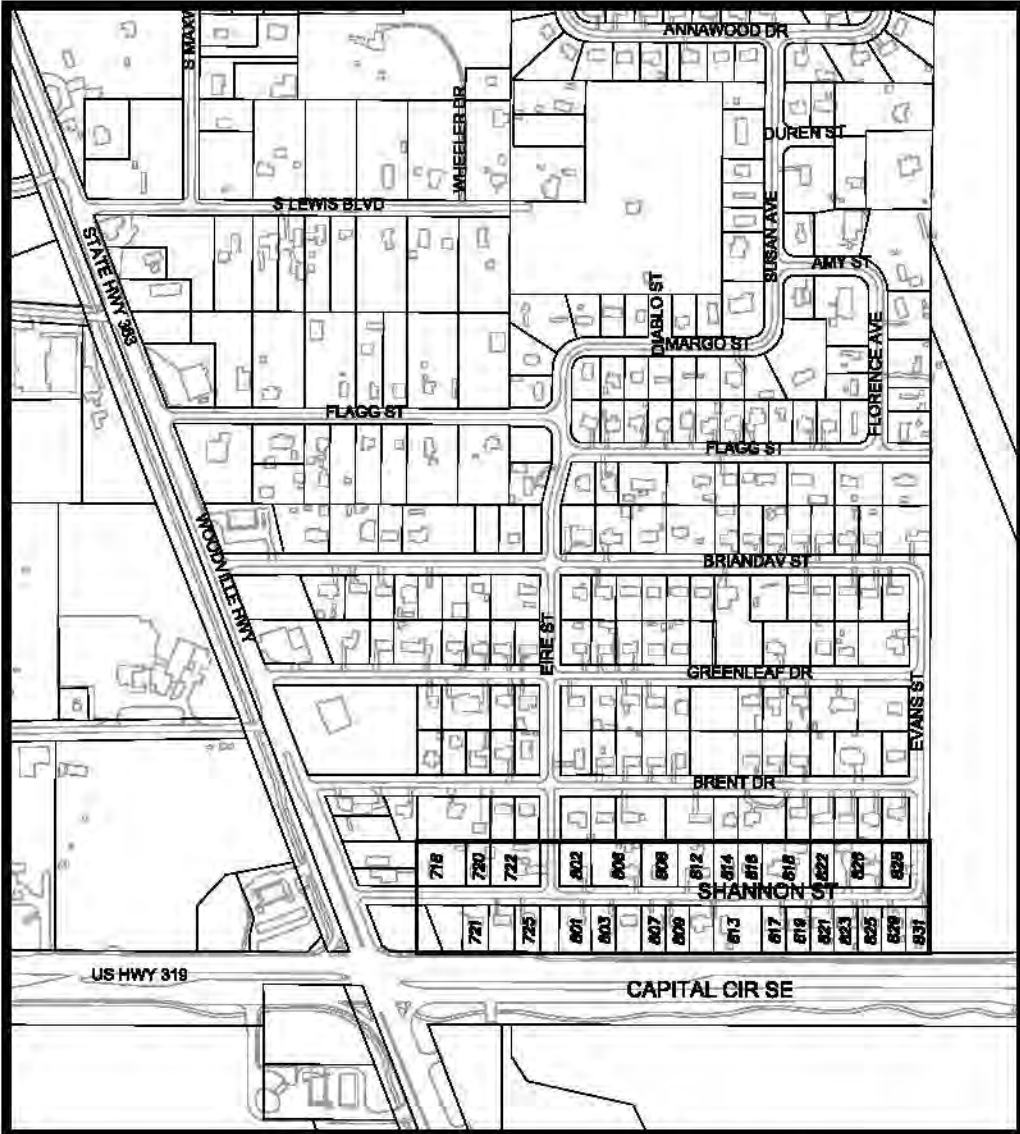
# WOODSIDE HEIGHTS WASTEWATER RETROFIT

## LOT UTILITY SERVICE MAPS

### SHANNON STREET

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6	725 SHANNON STREET
7	801 SHANNON STREET
8	802 SHANNON STREET
9	803 SHANNON STREET
10	806 SHANNON STREET
11	807 SHANNON STREET
12	808 SHANNON STREET
13	809 SHANNON STREET
14	812 SHANNON STREET
15	813 SHANNON STREET
16	814 SHANNON STREET
17	816 SHANNON STREET
18	817 & 819 SHANNON STREET
19	818 SHANNON STREET
20	821 SHANNON STREET
21	822 SHANNON STREET
22	823 SHANNON STREET
23	825 SHANNON STREET
24	826 SHANNON STREET
25	828 SHANNON STREET
26	829 SHANNON STREET
27	831 SHANNON STREET



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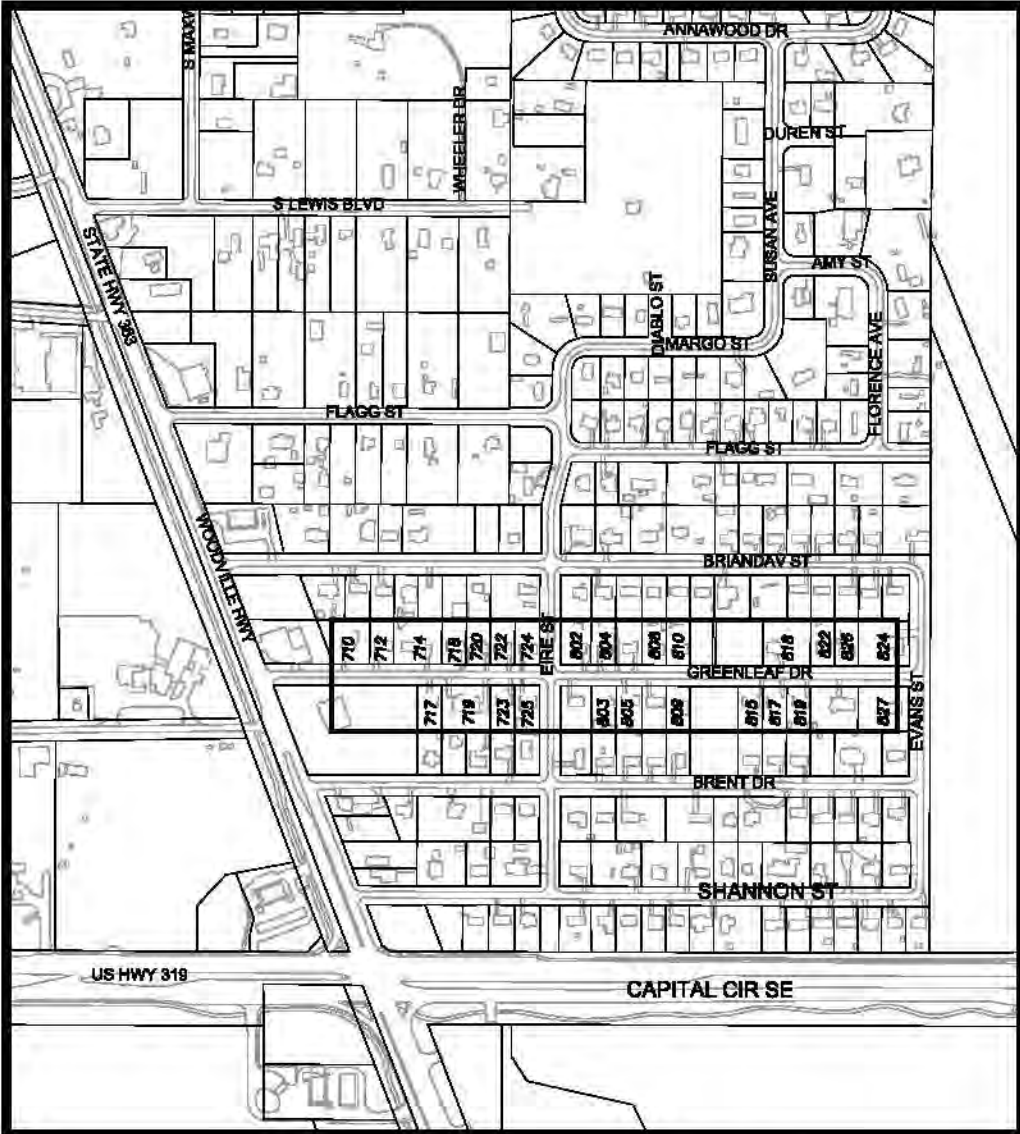
# WOODSIDE HEIGHTS WASTEWATER RETROFIT

## LOT UTILITY SERVICE MAPS

### GREENLEAF DRIVE

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7	720 GREENLEAF DRIVE
8	722 GREENLEAF DRIVE
9	723 GREENLEAF DRIVE
10	724 GREENLEAF DRIVE
11	725 GREENLEAF DRIVE
12	802 GREENLEAF DRIVE
13	803 GREENLEAF DRIVE
14	804 GREENLEAF DRIVE
15	805 GREENLEAF DRIVE
16	807 GREENLEAF DRIVE
17	808 GREENLEAF DRIVE
18	810 GREENLEAF DRIVE
19	815 GREENLEAF DRIVE
20	817 GREENLEAF DRIVE
21	818 GREENLEAF DRIVE
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23	822 GREENLEAF DRIVE
24	824 GREENLEAF DRIVE
25	826 GREENLEAF DRIVE
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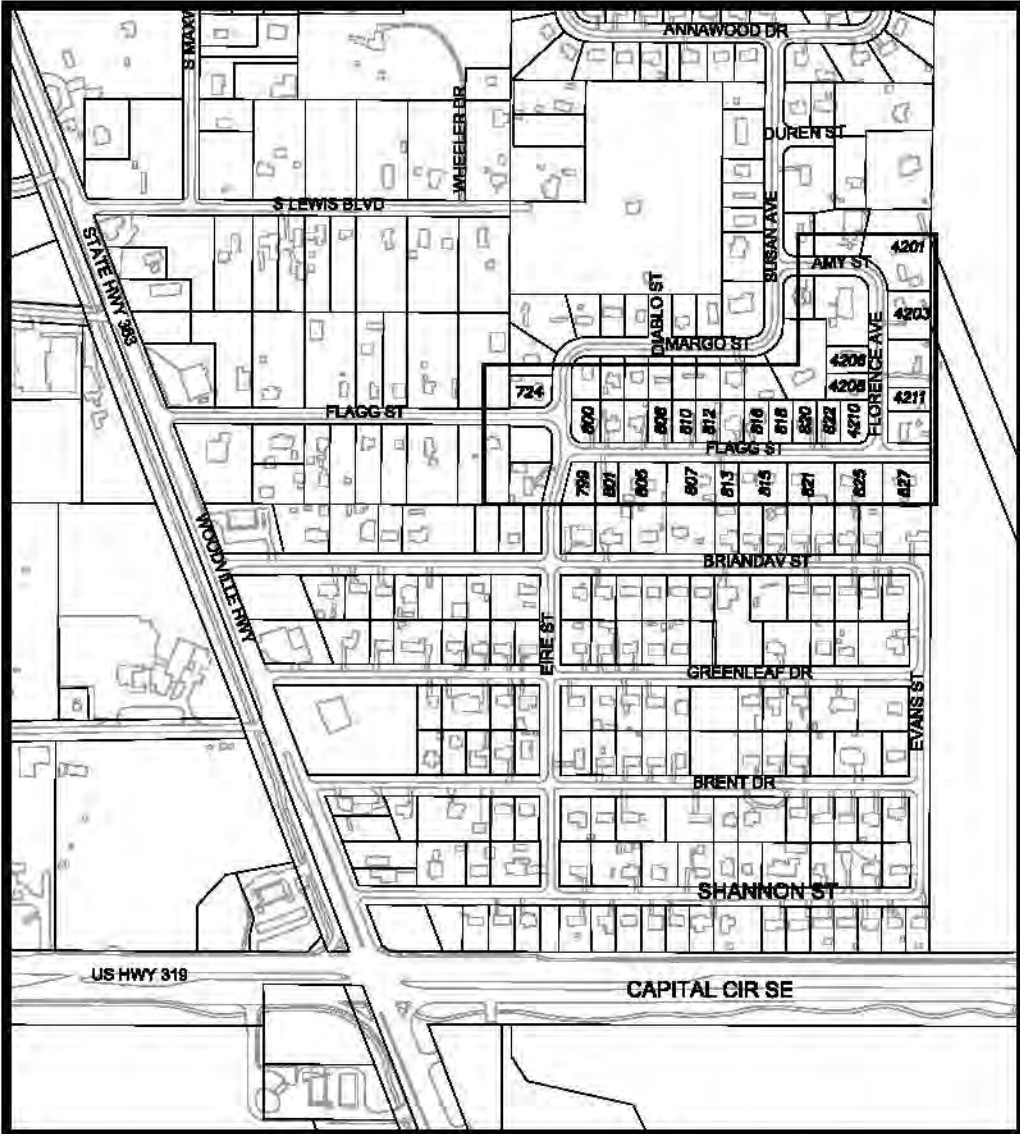
# WOODSIDE HEIGHTS WASTEWATER RETROFIT

## LOT UTILITY SERVICE MAPS

### FLORENCE AVENUE AND FLAGG STREET

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5	4208 FLORENCE AVENUE
6	4210 FLORENCE AVENUE
7	4211 FLORENCE AVENUE
8	724 FLAGG STREET
9	799 FLAGG STREET
10	800 FLAGG STREET
11	801 FLAGG STREET
12	805 FLAGG STREET
13	807 FLAGG STREET
14	808 FLAGG STREET
15	810 FLAGG STREET
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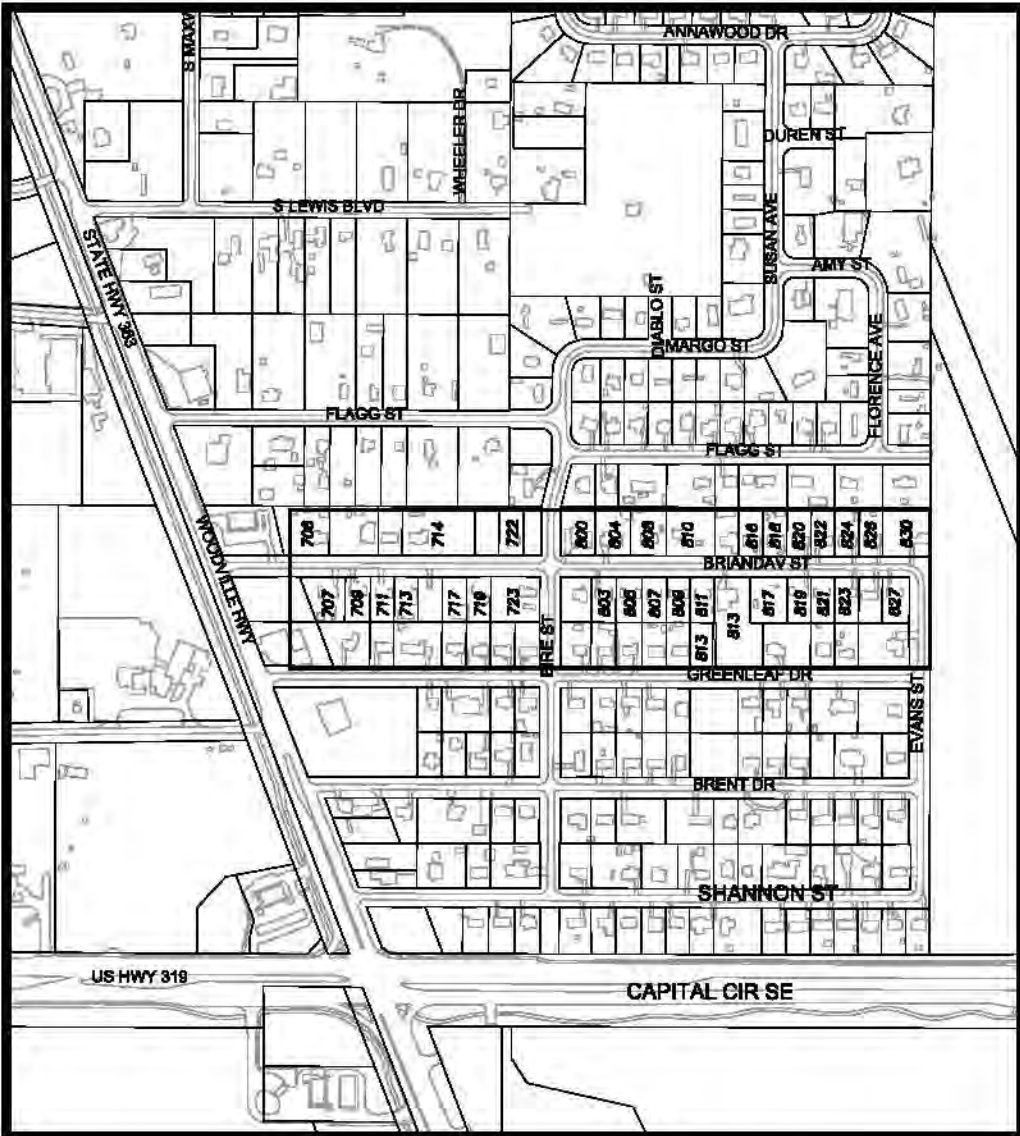
# WOODSIDE HEIGHTS WASTEWATER RETROFIT

## LOT UTILITY SERVICE MAPS

### BRIANDAV STREET

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6	713 BRIANDAV STREET
7	714 BRIANDAV STREET
8	717 & 719 BRIANDAV STREET
9	722 BRIANDAV STREET
10	723 BRIANDAV STREET
11	800 BRIANDAV STREET
12	803 BRIANDAV STREET
13	804 BRIANDAV STREET
14	805 BRIANDAV STREET
15	807 BRIANDAV STREET
16	808 BRIANDAV STREET
17	809 BRIANDAV STREET
18	810 BRIANDAV STREET
19	811 BRIANDAV STREET
20	813 BRIANDAV STREET
21	816 BRIANDAV STREET
22	817 BRIANDAV STREET
23	818 BRIANDAV STREET
24	819 BRIANDAV STREET
25	820 BRIANDAV STREET
26	821 BRIANDAV STREET
27	822 BRIANDAV STREET
28	823 BRIANDAV STREET
29	824 BRIANDAV STREET
30	826 BRIANDAV STREET
31	827 BRIANDAV STREET
32	830 BRIANDAV STREET



#### GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO SOD ALL DISTURBED AREAS IMMEDIATELY UPON ACHIEVING FINISH GRADES. SOD SHALL BE WATERED IN UPON PLACEMENT. PROPERTY OWNER IS RESPONSIBLE TO MAINTAIN SOD PLACED WITHIN THEIR PROPERTY BOUNDARY.
2. WATER AND SEWER SERVICE CONNECTION SHOWN ON THE LOTS ARE PLACED APPROXIMATELY. CONTRACTOR TO COORDINATE WITH THE PROPERTY OWNER / UTILITY PROVIDER / ARBORIST AS APPROPRIATE FOR EXACT PLACEMENT.
3. CONTRACTOR IS RESPONSIBLE FOR REPAIR AND REPLACEMENT OF ALL EXISTING FENCES, CABLE TV LINES, WATER SERVICES, IRRIGATION LINES, PAVEMENT OR ANY OTHER IMPROVEMENTS DAMAGED BY THE CONSTRUCTION ACTIVITY.
4. ALL WATER AND SEWER SERVICES SHALL BE CONSTRUCTED IN CONFORMANCE WITH FLORIDA BUILDING CODE FIFTH EDITION (2014) PLUMBING.
5. SEE WOODSIDE HEIGHTS WASTEWATER RETROFIT PLANS FOR CENTRAL SEWER LOCATION AND CLEANOUT INVERT ELEVATION AT RIGHT OF WAY LINE.
6. ALL SEPTIC TANKS SHALL BE ABANDONED PER APPROVED LEON COUNTY HEALTH DEPARTMENT PERMITS. FLOWABLE FILL MAY BE USED FOR TANK ABANDONMENT WHERE CRUSHING THE TANK IS INFEASIBLE DUE TO LOCATION.
7. ALL WATER SERVICES CONSTRUCTED UNDER THIS CONTRACT SHALL BE EQUIPPED WITH REDUCED PRESSURE ZONE BACKFLOW PREVENTORS PER CITY OF TALLAHASSEE CROSS-CONNECTION CONTROL MANUAL AND 3/4" PRESSURE REDUCER VALVES.
8. ALL NEW WATER SERVICE CONNECTIONS SHALL INCLUDE DISCONNECTION OF HOMES FROM WELL AND INSTALLATION OF 3/4" SERVICE PIPING FROM METER TO HOUSE. WELLS ARE TO REMAIN IN PLACE EXCEPT AS NOTED IN PLANS.
9. WATER WELL ABANDONMENT AS NOTED SHALL BE PERFORMED IN ACCORDANCE WITH ABANDONMENT PERMITS. ABANDONMENT PERMITS SHALL BE OBTAINED BY CONTRACTOR.
10. CONTRACTOR IS RESPONSIBLE TO HAVE A CERTIFIED ARBORIST ON-SITE TO GIVE DIRECTION REGARDING ROOT PRUNING OR OTHER MITIGATION MEASURES WHENEVER WORK IS TO OCCUR WITHIN THE CRITICAL PROTECTION ZONE (CPZ) OF ANY TREE 12" DBH OR LARGER. CONTRACTOR IS RESPONSIBLE TO IMPLEMENT MEASURES AS DIRECTED.
11. ALL CLEANOUT CAPS SHALL BE CONSTRUCTED FLUSH WITH ADJACENT GRADE. CLEANOUTS IN GRASSED AREAS SHALL BE PROVIDED WITH 4" THICK CONCRETE COLLARS. CLEANOUTS IN VEHICULAR USE AREAS SHALL BE EQUIPPED WITH COVERS RATED FOR H20 LOADING.

LOCATION MAP

1" = 600'



NORTH





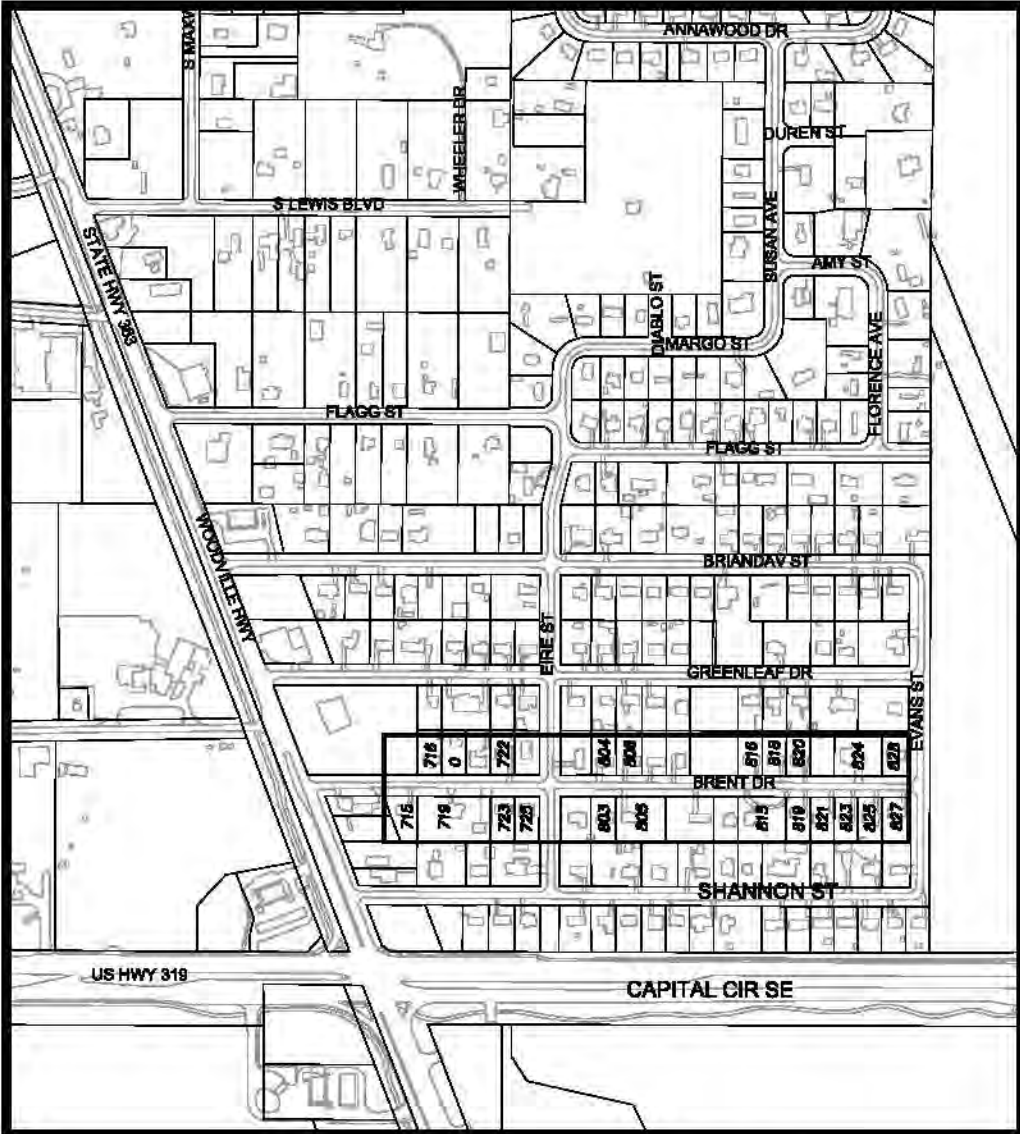
# WOODSIDE HEIGHTS WASTEWATER RETROFIT

## LOT UTILITY SERVICE MAPS

### BRENT DRIVE

#### INDEX OF SHEETS

1	COVER
2	715 BRENT DRIVE
3	716 & 0 BRENT DRIVE
4	719 BRENT DRIVE
5	722 BRENT DRIVE
6	723 BRENT DRIVE
7	725 BRENT DRIVE
8	803 BRENT DRIVE
9	804 BRENT DRIVE
10	805 BRENT DRIVE
11	806 BRENT DRIVE
12	815 BRENT DRIVE
13	816 BRENT DRIVE
14	818 BRENT DRIVE
15	819 BRENT DRIVE
16	820 BRENT DRIVE
17	821 BRENT DRIVE
18	823 BRENT DRIVE
19	824 BRENT DRIVE
20	825 BRENT DRIVE
21	827 BRENT DRIVE
22	828 BRENT DRIVE



#### GENERAL NOTES:

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5. SEE WOODSIDE HEIGHTS WASTEWATER RETROFIT PLANS FOR CENTRAL SEWER LOCATION AND CLEANOUT INVERT ELEVATION AT RIGHT OF WAY LINE.
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LOCATION MAP

1" = 600'



12/19/2017

## WOODSIDE HEIGHTS WASTEWATER RETROFIT 100% OPINION OF COSTS

Pay Item Number	Pay Item Description	Units	Quantity	Unit Price	Total Price
<b>Woodside Heights Wastewater Retrofit (Sewer)</b>					
<b>GENERAL CONTRACT ITEM:</b>					
GCI-00	Mobilization	LS	1		\$0.00
GCI-10	Temporary Traffic Control	LS	1		\$0.00
GCI-30	Temporary Erosion, Sedimentation, and Water Pollution Control	LF	7,550		\$0.00
GCI-40	Tree Protection (& Arboricultural Mitigation)	LF	3,624		\$0.00
GCI-50	Selective Clearing and Grubbing	LS	1		\$0.00
<b>ROAD SURFACE RESTORATION PAY ITEMS:</b>					
RSR-00	Subgrade Stabilization (LBR 40), 12"	SY	29,382		\$0.00
RSR-10	Base Course, Limerock (LBR 100), 6"	SY	29,382		\$0.00
RSR-30	Structural Asphalt, SP-9.5, 1" Min.	SY	29,382		\$0.00
RSR-31	Structural Asphalt, SP-12.5, 1.5" Min.	SY	29,382		\$0.00
RSR-50	Asphalt Removal & Disposal	SY	31,580		\$0.00
<b>SEWER</b>					
<b>PRECAST CONCRETE SEWER MANHOLES</b>					
SMH-0406	Sewer Manhole, 4' Dia., 0-6.0 Ft. Depth	EA	2		\$0.00
SMH-0408	Sewer Manhole, 4' Dia., 6.1-8.0 Ft. Depth	EA	10		\$0.00
SMH-0410	Sewer Manhole, 4' Dia., 8.1-10.0 Ft. Depth	EA	10		\$0.00
SMH-0412	Sewer Manhole, 4' Dia., 10.1-12.0 Ft. Depth	EA	10		\$0.00
SMH-0414	Sewer Manhole, 4' Dia., 12.1-14.0 Ft. Depth	EA	4		\$0.00
SMH-0416	Sewer Manhole, 4' Dia., 14.1-16.0 Ft. Depth	EA	4		\$0.00
SMH-0418	Sewer Manhole, 4' Dia., 16.1-18.0 Ft. Depth	EA	7		\$0.00
SMH-0420	Sewer Manhole, 4' Dia., 18.1-20.0 Ft. Depth	EA	1		\$0.00
<b>GRAVITY SEWER MAIN - OUTSIDE OF PAVEMENT/ROAD (Select Fill only)</b>					
GSM-01-0806-PVC	Gravity Sewer Main, 8", 0-6.0 Ft. Depth, PVC (DR26)	LF	221		\$0.00
GSM-01-0808-PVC	Gravity Sewer Main, 8", 6.1-8.0 Ft. Depth, PVC (DR26)	LF	1,635		\$0.00
GSM-01-0810-PVC	Gravity Sewer Main, 8", 8.1-10.0 Ft. Depth, PVC (DR26)	LF	3,663		\$0.00
GSM-01-0812-PVC	Gravity Sewer Main, 8", 10.1-12.0 Ft. Depth, PVC (DR26)	LF	3,387		\$0.00
GSM-01-0814-PVC	Gravity Sewer Main, 8", 12.1-14.0 Ft. Depth, PVC (DR26)	LF	1,537		\$0.00
GSM-01-0816-PVC	Gravity Sewer Main, 8", 14.1-16.0 Ft. Depth, PVC (DR26)	LF	963		\$0.00
	Gravity Sewer Main, 8", 16.1-18.0 Ft. Depth, PVC (C-900 DR18)	LF	1,165		\$0.00
	Gravity Sewer Main, 8", 18.1-20.0 Ft. Depth, PVC (C-900 DR18)	LF	115		\$0.00
GSM-01-1018-PVC	Gravity Sewer Main, 10", 16.1-18.0 Ft. Depth, PVC (DR26)	LF	101		\$0.00
<b>SANITARY SEWER SERVICES - STANDARD INSTALLATION (ROW)</b>					
GSS-01-0804-PVC-20	Sewer Services, 8"x4", PVC (DR26), 21-40 Ft. Length	EA	251		\$0.00
<b>SANITARY SEWER SERVICES - STANDARD INSTALLATION (ON-SITE)</b>					
GSS-01-0804-PVC-	Sewer Services, 8"x4", PVC (DR26), 60-200 Ft. Length	EA	153		\$0.00
	Septic Tank Abandonment	EA	161		\$0.00
<b>CORE-DRILL Connection to Existing SEWER MANHOLE (INCLUDES BENCH MODIFICATIONS)</b>					
CMH-06	Core-Drill Connection to Existing Sewer MH, 6"	EA	1		\$0.00
	Liner per Specifications for Existing Manhole	EA	1		\$0.00
<b>240 GPM PUMP STATION (GENERATOR NOT INCLUDED)</b>					
SPS-01	Sanitary Sewer Pump Station (230V, 15HP Or Less Duplex Station)	LS	1		\$0.00
<b>SEWER FORCE MAIN, HORIZONTAL DIRECTIONAL DRILL (HDD) INSTALLATION</b>					
SFM-03-06-HDP	HDD Sewer Force Main, 6", HDPE (PE4710, DIPS, DR11, Green Stripe)	LF	4,251		\$0.00
<b>SEWER FORCE MAIN-STANDARD INSTALLATION (INCLUDES PAVEMENT RESTORATION)</b>					
SFM-02-06-HDP	Sewer Force Main, 6", HDPE (PE4710, DIPS, DR11, Green Stripe)	LF	133		\$0.00
<b>Subtotal Sewer Cost Opinion</b>					<b>\$0.00</b>



12/21/2017

WOODSIDE HEIGHTS WASTEWATER RETROFIT 100% OPINION OF COSTS

Pay Item Number	Pay Item Description	Units	Quantity	Unit Price	Total Price
Woodside Heights Wastewater Retrofit (Water)					
POTABLE WATER SERVICES - STANDARD INSTALLATION (ON LOT)					
PWS-01-0601-99	Water Service, 6"x 1", > 40 Ft., HDPE (PE4710, CTS, DR9)	EA	20		\$0.00
WATER METER SETTING					
WMS-0158	Meter Setting, Single, 5/8"	EA	20		\$0.00
PRESSURE REDUCER VALVE					
	3/4" Pressure Reducer Valve	EA	20		\$0.00
CROSS-CONNECTION BACKFLOW PREVENTER (ON LOT)					
	3/4" Backflow Preventer	EA	20		\$0.00
MISCELLANEOUS					
POTABLE WELL ABANDONMENT					
		EA	10		\$0.00
Subtotal Water Cost Opinion					\$0.00
Subtotal Sewer Cost Opinion					\$0.00
Total Cost Opinion					\$0.00

Bid Title: Invitation to Bid for Woodside Heights Wastewater Retrofit  
Bid Number: BC-02-08-18-12  
Opening Date: February 8, 2018

[ ORIGINAL ]

Attachment #1  
Page 134 of 177

**BID RESPONSE  
SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or

county.

Shelly W. Kelley  
Purchasing Director

Nick Maddox  
Chairman

Now named firm/individual by the undersigned authorized

RECEIVED  
2018 FEB - 8 PM 1:30  
PURCHASING DIVISION  
LEON COUNTY

M OF TALLAHASSEE, INC.

(Firm  
Name)

*H. M. Mayfield*

(Authorized Representative)

HENRY MAYFIELD

(Printed or Typed Name)

4223 CAPITAL CIRCLE NW

TALLAHASSEE, FL 32303

SS hmayfield@mofallahassee.net

850-562-1022

850-562-8151

FAX

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 01/29/18 Initials *HM*

Addendum #2 dated 02/01/18 Initials *HM*

Addendum #3 dated \_\_\_\_\_ Initials

BASE BID: 4,407,000.00



Pay Item Number	Pay Item Description	Units	Quantity	Unit Price	Total Price
<b>Woodside Heights Wastewater Retrofit (Sewer)</b>					
<b>GENERAL CONTRACT ITEMS:</b>					
GCI-00	Mobilization	LS	1	\$270,000.00	\$270,000.00
GCI-10	Temporary Traffic Control	LS	1	\$100,000.00	\$100,000.00
GCI-30	Temporary Erosion, Sedimentation, and Water Pollution Control	LF	7,550	\$3.00	\$22,650.00
GCI-40	Tree Protection (& Arboricultural Mitigation)	LF	3,624	\$10.00	\$36,240.00
GCI-50	Selective Clearing and Grubbing	LS	1	\$50,000.00	\$50,000.00
<b>ROAD SURFACE RESTORATION PAY ITEMS:</b>					
RSR-00	Subgrade Stabilization (LBR 40), 12"	SY	32,215	\$3.00	\$96,645.00
RSR-10	Base Course, Limerock (LBR 100), 6"	SY	30,799	\$8.50	\$261,791.50
RSR-30	Structural Asphalt, SP-9.5, 1" Min.	SY	29,384	\$6.68	\$196,285.12
RSR-31	Structural Asphalt, SP-12.5, 1.5" Min.	SY	29,384	\$9.75	\$286,494.00
RSR-50	Asphalt Removal & Disposal	SY	29,224	\$2.00	\$58,448.00
<b>MISCELLANEOUS SURFACE RESTORATION PAY ITEM:</b>					
MSR-10	Solid Sod	SY	32,807	\$2.75	\$90,219.25
<b>SEWER</b>					
<b>PRECAST CONCRETE SEWER MANHOLES</b>					
SMH-0406	Sewer Manhole, 4' Dia., 0-6.0 Ft. Depth	EA	2	\$3,162.00	\$6,324.00
SMH-0408	Sewer Manhole, 4' Dia., 6.1-8.0 Ft. Depth	EA	10	\$3,537.00	\$35,370.00
SMH-0410	Sewer Manhole, 4' Dia., 8.1-10.0 Ft. Depth	EA	10	\$4,108.00	\$41,080.00
SMH-0412	Sewer Manhole, 4' Dia., 10.1-12.0 Ft. Depth	EA	10	\$5,030.00	\$50,300.00
SMH-0414	Sewer Manhole, 4' Dia., 12.1-14.0 Ft. Depth	EA	4	\$5,490.00	\$21,960.00
SMH-0416	Sewer Manhole, 4' Dia., 14.1-16.0 Ft. Depth	EA	4	\$6,567.00	\$26,268.00
SMH-0418	Sewer Manhole, 4' Dia., 16.1-18.0 Ft. Depth	EA	7	\$8,422.00	\$58,954.00
SMH-0420	Sewer Manhole, 4' Dia., 18.1-20.0 Ft. Depth	EA	1	\$8,672.00	\$8,672.00
<b>GRAVITY SEWER MAIN - OUTSIDE OF PAVEMENT/ROAD (Select Fill only)</b>					
GSM-01-0806-PVC	Gravity Sewer Main, 8", 0-6.0 Ft. Depth, PVC (DR26)	LF	221	\$38.56	\$8,521.76
GSM-01-0808-PVC	Gravity Sewer Main, 8", 6.1-8.0 Ft. Depth, PVC (DR26)	LF	1,635	\$41.83	\$68,392.05
GSM-01-0810-PVC	Gravity Sewer Main, 8", 8.1-10.0 Ft. Depth, PVC (DR26)	LF	3,663	\$45.83	\$167,875.29
GSM-01-0812-PVC	Gravity Sewer Main, 8", 10.1-12.0 Ft. Depth, PVC (DR26)	LF	3,387	\$50.82	\$172,127.34
GSM-01-0814-PVC	Gravity Sewer Main, 8", 12.1-14.0 Ft. Depth, PVC (DR26)	LF	1,537	\$57.24	\$87,977.88
GSM-01-0816-PVC	Gravity Sewer Main, 8", 14.1-16.0 Ft. Depth, PVC (DR26)	LF	963	\$65.80	\$63,365.40
	Gravity Sewer Main, 8", 16.1-18.0 Ft. Depth, PVC (C-900 DR18)	LF	1,165	\$100.00	\$116,500.00
	Gravity Sewer Main, 8", 18.1-20.0 Ft. Depth, PVC (C-900 DR18)	LF	115	\$196.60	\$22,609.00
GSM-01-1018-PVC	Gravity Sewer Main, 10", 16.1-18.0 Ft. Depth, PVC (C-900 DR18)	LF	101	\$110.02	\$11,112.02
<b>SANITARY SEWER SERVICES - STANDARD INSTALLATION (ROW)</b>					
GSS-01-0804-PVC-20	Sewer Services, 8"x4", PVC (DR26), 21-40 Ft. Length	EA	251	\$2,000.00	\$502,000.00
<b>SANITARY SEWER SERVICES - STANDARD INSTALLATION (ON-SITE)</b>					
GSS-01-0804-PVC-	Sewer Services, 8"x4", PVC (DR26), 60-200 Ft. Length	EA	154	\$4,100.00	\$631,400.00
	Septic Tank Abandonment	EA	161	\$1,000.00	\$161,000.00
<b>CORE-DRILL Connection to Existing SEWER MANHOLE (INCLUDES BENCH MODIFICATIONS)</b>					
CMH-06	Core-Drill Connection to Existing Sewer MH, 6"	EA	1	\$5,500.00	\$5,500.00
	Liner per Specifications for Existing Manhole	EA	1	\$6,500.00	\$6,500.00
<b>240 GPM PUMP STATION (GENERATOR NOT INCLUDED)</b>					
SPS-01	Sanitary Sewer Pump Station (230V, 15HP Or Less Duplex Station)	LS	1	\$300,718.39	\$300,718.39
<b>SEWER FORCE MAIN, HORIZONTAL DIRECTIONAL DRILL (HDD) INSTALLATION</b>					
SFM-03-06-HDP	HDD Sewer Force Main, 6", HDPE (PE4710, DIPS, DR11, Green Stripe)	LF	4,251	\$60.00	\$255,060.00
<b>SEWER FORCE MAIN-STANDARD INSTALLATION (INCLUDES PAVEMENT RESTORATION)</b>					
SFM-02-06-HDP	Sewer Force Main, 6", HDPE (PE4710, DIPS, DR11, Green Stripe)	LF	133	\$80.00	\$10,640.00
	<b>Subtotal Sewer</b>				<b>\$4,309,000.00</b>

<b>Woodside Heights Wastewater Retrofit (Water)</b>					
<b>POTABLE WATER SERVICES - STANDARD INSTALLATION (ON LOT)</b>					
PWS-01-0601-99	Water Service, 3/4", > 40 Ft., HDPE (from meter to house)	EA	20	\$2,500.00	\$50,000.00
<b>METER SETTING</b>					
WMS-0158	Meter Setting, Single, 5/8"	EA	20	\$400.00	\$8,000.00
<b>PRESSURE REDUCER VALVE</b>					
	3/4" Pressure Reducer Valve	EA	20	\$200.00	\$4,000.00

Pay Item Number	Pay Item Description	Units	Quantity	Unit Price	Total Price
<b>CROSS-CONNECTION BACKFLOW PREVENTER (ON LOT)</b>					
	3/4" Backflow Preventer	EA	20	\$1,000.00	\$20,000.00
<b>MISCELLANEOUS</b>					
<b>POTABLE WELL ABANDONMENT</b>					
		EA	10	\$1,600.00	\$16,000.00
	Subtotal Water				\$98,000.00
	Subtotal Sewer				\$4,309,000.00
	Total Cost				\$4,407,000.00

**Bid Title: Invitation to Bid for Woodside Heights Wastewater Retrofit**  
**Bid Number: BC-02-08-18-12**  
**Opening Date: February 8, 2018**

**AFFIDAVIT  
CERTIFICATION  
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

**BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).**

Company Name: M OF TALLAHASSEE, INC.

Signature:  Title: VICE PRESIDENT  
HENRY MAYFIELD

STATE OF FLORIDA  
COUNTY OF LEON

Sworn to and subscribed before me this 8TH day of FEB 2018

Personally known XX

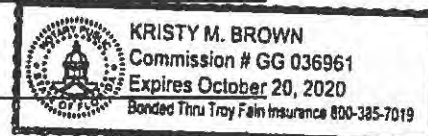
  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of FLORIDA

(Type of  
identification)

My commission expires: \_\_\_\_\_



\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary

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

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



**MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM**

Respondent: M OF TALLAHASSEE, INC.

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

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 M/WBE PARTICIPATION**

The aspirational target for this project is:

Aspirational Target for  
Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

**SECTION 2 - GOOD FAITH EFFORT**

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:

**Bid Title: Invitation to Bid for Woodside Heights Wastewater Retrofit**  
**Bid Number: BC-02-08-18-12**  
**Opening Date: February 8, 2018**

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- a. Advertised for participation by MWBEs in non-minority and minority publications within including a copy of the advertisement and proof of the date(s) it appeared B or correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
  - b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.
  - c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
  - d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
  - e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
  - f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
  - g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
  - h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.
- 
- 
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- 2. Prime contractors will negotiate in good faith with interested MWSBEs, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE-s seeking subcontracting opportunities.
- 3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non- responsive.

**PARTICIPATION PLAN FORM continued on following pages.**

**Bid Title:** Invitation to Bid for Woodside Heights Wastewater Retrofit  
**Bid Number:** BC-02-08-18-12  
**Opening Date:** February 8, 2018

### 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
Minority and Women Business Enterprise(s)					
a. FLORIDA DEVELOPERS	642 W. BREVARD ST., TLH, FL 32304 850-224-6002		B	741,530	SWR SERICES, SEPTIC ABANDONMENT WTR, TRCKING, EROSION CNTRL
b. HALE CONTRACTING	1736 COMMERCE BLVD., MIDWAY, FL 32343, 850-575-2506		F	300,000	F&I BASE, ASPHALT RMVL, CLEARING TRUCKING
c. GAINES & SONS STRIPING	8771 JIMERCIE CT., TALLAHSSEE, FL 32309, 850-893-4084		B	5,000	STRIPING
d. DELACY FARM SOD	93 PEAVY RD., HAVANA, FL 32333 850-539-5008		F	100,000	SOD
e.					
f.					
Total Bid Amount \$ 4,407,000.00		Total MWBE Participation \$ 1,149,530			MBE Participation % 17 WBE Participation % 9.1 (MBE or WBE Participation \$ Total Bid \$)
<sup>1</sup> <b>Certification</b> Attach and submit a copy of each MBE and WBE certification with the proposal. <sup>2</sup> <b>Ethnic Group</b> 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.					



## Vendor Information

CLOSE WINDOW

[Print](#)**Business & Contact Information**

Business Name **Gaines and Sons Striping, Inc.**  
Owner **Willie J. Gaines**  
Address **8771 Jimerce Court**  
> [Map This Address](#) **Tallahassee, FL 32309**  
Phone **850-893-4084**  
Fax **850-668-7798**  
Email **[gainesandsons@hotmail.com](mailto:gainesandsons@hotmail.com)**

**Certification Information**

Certifying Agency **City of Tallahassee**  
Certification Type **MBE - Minority Business Enterprise**  
Renewal Date **3/31/2018**  
Certified Business Description **Traffic Painting, Thermoplastic, Traffic Marking, Highway Signage, Asphalt Patching, Concrete and Landscaping**

**Commodity Codes**

Code	Description
Leon 07	Asphalt
Leon 08	Concrete
Leon 13	Landscaping
Leon 18	Other Construction Services

## Vendor Information

CLOSE WINDOW

[Print](#)

## Business &amp; Contact Information

Business Name	DeLacy Farm Sod, Inc.
Owner	Lynda Pickles
Address	458 Peavy Rd.
> <a href="#">Map This Address</a>	Havana, FL 32333
Phone	850-539-5008
Fax	850-539-0127
Email	<a href="mailto:delacyfarmsod@yahoo.com">delacyfarmsod@yahoo.com</a>

## Certification Information

Certifying Agency	City of Tallahassee
Certification Type	WBE - Women Business Enterprise
Renewal Date	9/30/2018
Certified Business Description	Sod Vendor

## Commodity Codes

Code	Description
Leon 17	Miscellaneous Supplies

## Vendor Information

CLOSE WINDOW [Print](#)

## Business &amp; Contact Information

Business Name **Florida Developers, Inc.**  
Owner **Frank Williams**  
Address **642 W. Brevard Street**  
> [Map This Address](#) **Tallahassee, FL 32304**  
Phone **850-224-6002**  
Fax **850-222-8010**  
Email [frank@fldevelopers.com](mailto:frank@fldevelopers.com)  
Website <http://www.fldevelopers.com>

## Certification Information

Certifying Agency **Tallahassee-Leon County**  
Certification Type **MBE - Minority Business Enterprise**  
Renewal Date **8/31/2018**  
Certified Business Description **General Contractor, Site Work, Underground Utilities, Excavation, Waterproofing, and Trucking**

## Commodity Codes

Code	Description
Leon 12	General Contracting
Leon 14	Excavation
Leon 18	Other Construction Services
Leon 21	Trucking and Hauling

## Vendor Information

CLOSE WINDOW

[Print](#)**Business & Contact Information**

Business Name      **Hale Contracting, Inc.**  
Owner                **Christi Hale**  
Address              **1736 Commerce Blvd.**  
                            **> [Map This Address](#) Midway, FL 32343**  
Phone                **850-575-2506**  
Fax                    **850-575-0836**  
Email                 **[c.hale@halecontracting.net](mailto:c.hale@halecontracting.net)**

**Certification Information**

Certifying Agency      **City of Tallahassee**  
Certification Type      **WBE - Women Business Enterprise**  
Renewal Date          **2/28/2018**  
Certified Business Description      **Sitework, Excavation, Underground Utilities, Concrete Services and Hauling**

**Commodity Codes**

Code	Description
Leon 08	Concrete
Leon 12	General Contracting
Leon 14	Excavation
Leon 18	Other Construction Services
Leon 21	Trucking and Hauling

**Bid Title: Invitation to Bid for Woodside Heights Wastewater Retrofit**  
**Bid Number: BC-02-08-18-12**  
**Opening Date: February 8, 2018**

**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. C.W. ROBERTS CONTRACTING	3372 CAPITAL CIRCLE NE TALLAHASSEE, FL 32308	850-385-5060	415,000.00	ASPHALT
b. MILLS WELL DRILLING	5355 TOWER RD., TALLAHASSEE, FL 32303	850-562-2906	12,000.00	WELL ABANDONMENT
c. RAW CONSTRUCTION	710 LEWIS BLVD, S. TALLAHASSEE, FL 32305	850-878-1212	178,920.00	BORING
d. FLORIDA FENCE	3060 W. THARPE ST. TALLAHASSEE, FL 32303	850-576-3119	10,000.00	FENCING
e.				
f.				
g.				
h.				
i.				

**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:

  
HENRY MAYFIELD

Title:

VICE PRESIDENT

Firm:

M OF TALLAHASSEE, INC.

Address:

4223 CAPITAL CIRCLE NW

TALLAHASSEE, FL 32303



**Bid Title: Invitation to Bid for Woodside Heights Wastewater Retrofit**  
**Bid Number: BC-02-08-18-12**  
**Opening Date: February 8, 2018**

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**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.)

XX 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 HENRY MAYFIELD

VICE PRESIDENT

Title

FEBRUARY 8, 2018

Date

**Bid Title: Invitation to Bid for Woodside Heights Wastewater Retrofit**  
**Bid Number: BC-02-08-18-12**  
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Attachment #1  
Page 148 of 177

**CONTRACTOR'S BUSINESS INFORMATION**

**COMPANY INFORMATION**

Name: M OF TALLAHASSEE, INC.	
Street Address: 4223 CAPITAL CIRCLE NW	
City, State, Zip: TALLAHASSEE, FL 32303	
Taxpayer ID Number: 59-2280870	
Telephone: 850-562-1022	Fax: 850-562-8151
Trade Style Name: UNDERGROUND UTILITY & SITEWORK CONTRACTOR	

**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: 06/22/1983

**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
EMORY MAYFIELD	PRESIDENT	850-562-1022	emayfield@mofallahassee.net
HENRY MAYFIELD	VICE PRESIDENT	850-562-1022	hmayfield@mofallahassee.net

**Bid Title: Invitation to Bid for Woodside Heights Wastewater Retrofit**  
**Bid Number: BC-02-08-18-12**  
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**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: EMORY L. MAYFIELD	
License Type: UNDERGROUND UTILITY & EXCAVATION	
License Number: CUC050626	Expiration Date: AUGUST 31, 2018
Qualified Business License (certificate of authority) number: N/A	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

**LIST COMPANIES FROM WHOM YOU OBTAIN SURETY**

**BONDS Surety Company 1**

Company Name	CONSTRUCTION UNDERWRITERS, INC.
Contact's Name	TOM LOBRANO
Telephone	904-296-3331
Fax	904-296-1314
Address	4168 SOUTHPOINT PARKWAY, STE. 305, JACKSONVILLE, FL 32216

**Surety Company 2**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	



**Bid Title:** Invitation to Bid for Woodside Heights Wastewater Retrofit  
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Present Amount of Bonding Coverage (\$): 90,000,000.00	Has your application for surety bond ever been declined?  Yes                      No <input checked="" type="checkbox"/>  <i>(If yes, please provide detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?  Yes                      No <input checked="" type="checkbox"/>  <i>(If yes, please provide 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 8TH DAY OF FEBRUARY, 2018

By:  Title: VICE PRESIDENT

Printed Name and Title: HENRY MAYFIELD, VICE PRESIDENT

NON-COLLUSION  
AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

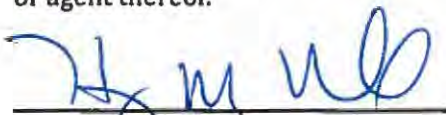
1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

M OF TALLAHASSEE, INC.  
(Name of Corporation, Partnership, Individual, etc.)

a CORPORATION, formed under the laws of FLORIDA  
(Type of Business) (State or Province)

of which he/she is VICE PRESIDENT  
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

  
\_\_\_\_\_  
AFFIANT'S NAME  
HENRY MAYFIELD

VICE PRESIDENT  
\_\_\_\_\_  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 8<sup>th</sup> Day of FEB., 2018

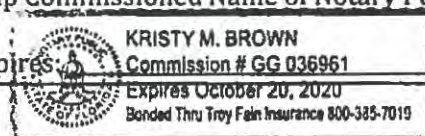
Personally Known XX Or Produced Identification

Type of Identification

  
\_\_\_\_\_  
NOTARY  
PUBLIC  
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires

30



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.

- Professional Liability: Indicate Best Rating: N/A  
Indicate Best Financial Classification:

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



**Required Coverage and Limits**

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

**Required Policy Endorsements and Documentation**

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

**Deductibles and Self-Insured Retentions**

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

Endorsements to insurance policies will be provided as follows:

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

**Primary and not contributing coverage-** General Liability & Automobile Liability

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

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

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

- ☒ Coverage is in place  
☐ Coverage will be placed, without exception

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

Name HENRY MAYFIELD  
Typed or Printed

Signature 

Date FEBRUARY 8, 2018

Title VICE PRESIDENT  
(Company Risk Manager or Manager with Risk Authority)

**Bid Title: Invitation to Bid for Woodside Heights Wastewater Retrofit**  
**Bid Number: BC-02-08-18-12**  
**Opening Date: February 8, 2018**

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**CERTIFICATION  
REGARDING  
DEBARMENT,  
SUSPENSION,  
And OTHER RESPONSIBILITY  
MATTERS PRIMARY COVERED  
TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil 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 HENRY MAYFIELD

VICE PRESIDENT  
Title

M OF TALLAHASSEE, INC.  
Contractor/Firm

4223 CAPITAL CIRCLE NW, TALLAHASSEE, FL 32303  
Address



**Bid Title: Invitation to Bid for Woodside Heights Wastewater Retrofit**  
**Bid Number: BC-02-08-18-12**  
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**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 "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.

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.

---

XX Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.

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.

BY \_\_\_\_\_  
M OF TALLAHASSEE, INC.  
(Firm Name)  
\_\_\_\_\_  
(Authorized Representative)  
HENRY MAYFIELD  
(Printed or Typed Name)  
DATE FEBRUARY 8, 2018

N/A

**LOCAL VENDOR CERTIFICATION**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: NOT APPLICABLE	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address:	
Home Office Address:	Phone: Fax:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By \_\_\_\_\_ of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
a \_\_\_\_\_ Corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)  
or has produced \_\_\_\_\_ as identification.

**Return Completed form with  
supporting documents to:**

**Leon County Purchasing  
Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308**

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, If Any



**Bid Title: Invitation to Bid for Woodside Heights Wastewater Retrofit**  
**Bid Number: BC-02-08-18-12**  
**Opening Date: February 8, 2018**

**COMPLIANCE WITH THE TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**

Trench Safety Act. The Contractor shall comply with all of the requirements of the Florida Trench Safety Act (Chapter 90-96, CS/CB 2626, laws of Florida). The Contractor shall acknowledge that included in various items of his bid proposal and in the total bid price are costs for complying with the provisions of the Act. Additionally, the Contractor is required to break out the costs for complying with the Florida Trench Safety Act.

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 01, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measur e (LF, SY)	Unit (Quantity)	Unit Cost	Extende d Cost
A.	MANHOLE BOX	EA	48	300.00	14,400.00
B.	TRENCH BOX	LF	15,000	5.00	75,000.00
C.	SLIDE RAIL/PILE SYSTEM	EA	1	20,000.00	20,000.00
D.					
TOTAL					\$109,400.00

DATE FEBRUARY 8, 2018

Official Address  
(including Zip Code)

4223 CAPITAL CIRCLE NW

TALLAHASSEE, FL 32303

By:

  
HENRY MAYFIELD  
VICE PRESIDENT

(TITLE)

ATTACH AND INCLUDE THIS PAGE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

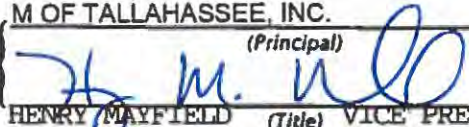
## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS,** that we **M OF TALLAHASSEE, INC.**  
4223 Capital Circle, NW  
Tallahassee, Florida 32303  
(Here insert full name and address or legal title of Contractor)  
as Principal, hereinafter called the Principal, and **ARCH INSURANCE COMPANY**  
3 Parkway, Suite 1500  
Philadelphia, PA 19102  
(Here insert full name and address or legal title of Surety)  
a corporation duly organized under the laws of the State of Missouri  
as Surety, hereinafter called the Surety, are held and firmly bound unto **LEON COUNTY BOARD OF COUNTY COMMISSIONERS**  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308  
(Here insert full name and address or legal title of Owner)  
as Obligee, hereinafter called the Obligee, in the sum of Five percent of the largest amount for which  
award can be made under the accompanying bid. Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.  
**WHEREAS,** the Principal has submitted a bid for  
(Here insert full name, address and description of project)  
**WOODSIDE HEIGHTS WASTEWATER RETROFIT**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of February 19 2018

  
KRISTY M. BROWN (Witness)

M OF TALLAHASSEE, INC.  
(Principal) (Seal)  
  
HENRY MAYFIELD (Title) VICE PRESIDENT

  
Teresa Blunk (Witness)

ARCH INSURANCE COMPANY  
(Surety) (Seal)  
  
(Title)

Tom S. Lobrano, IV, Attorney-in-Fact & Florida Resident Agent



## INSTRUCTION SHEET

### FOR AIA DOCUMENT A310, BID BOND—1970 EDITION

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#### A. GENERAL INFORMATION

##### 1. Purpose

AIA Document A310 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, then the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

##### 2. Related Documents

The A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see *Construction Bonds and Insurance Guide*, 2nd Edition, by Bernard B. Rothschild, FAIA, published by the AIA. See also AIA Document A501, *Recommended Guide for Competitive Bidding Procedures*; AIA Document 701, *Instructions to Bidders*; AIA Document A771, *Instructions to Interiors Bidders*, and AIA Document G612, *Owner's Instructions Regarding Construction Contract, Insurance and Bonds, and Bidding Procedures*.

##### 3. Use of Non-AIA Forms

AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

#### B. COMPLETING THE A310 FORM

##### 1. Modifications

Users are encouraged to consult with an attorney or a bond specialist before completing the A310, particularly concerning the effect of federal, state, and local laws on the terms of this document.

##### 2. Identification of the Parties

The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

##### 3. Bond Amount

The dollar amount of the bond should be provided in both written and numerical form.

##### 4. Project Description

The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site, and (3) the proposed building type, size, scope, or usage.

#### C. EXECUTION OF THE BOND

The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

AIC 0000232942

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Geoffrey M. Munn, Mark C. Fore, Thomas S. Lobrano, IV and Tom S. Lobrano III of Jacksonville, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



AIC 0000232942

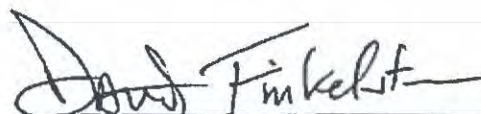
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 7<sup>th</sup> day of December, 2017.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

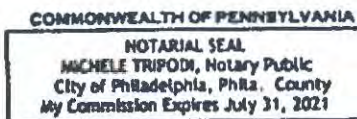


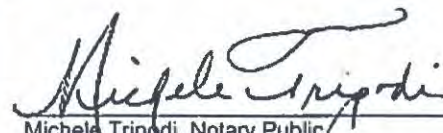
  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

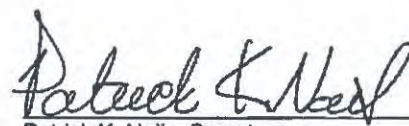


  
Michele Tripodi, Notary Public  
My commission expires 07/31/2021

#### CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 7, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 8th day of February, 2018.

  
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102





# Leon County

## Board of County Commissioners

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

Attachment #1  
Page 162 of 177

Purchasing Division  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

NICK MADDON  
At-Large  
Chairman

JIMBO JACKSON  
District 2  
Vice Chairman

BILL PROCTOR  
District 1

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

January 29, 2018

RE: Bid Title: Woodside Heights Wastewater Retrofit  
Bid No: BC-02-08-18-12  
Opening Date: February 8, 2018 at 2:00 PM

### ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the bid specifications:

#### A. Revisions to the Invitation to Bid (ITB):

- 1) Delete the first paragraph of Time and Liquidated Damages section appearing upon page 14 of the current ITB document, and replace it with the following revised paragraph:

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 **four hundred fifty six (456)** consecutive calendar days of the Notice to Proceed to substantial completion and an additional thirty (30) days for final completion for a total of **486** calendar days. 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, the sum of **\$1,000.00.**

- 2) Disregard all reference and/or forms pertaining to Local Vendor Certification. Local preference in awarding this bid is **prohibited** by the grant sponsor.
- 3) Attachment J, Bid Price Sheet is deleted in its entirety and replaced with a **revised Attachment I, Bid Price Sheet, locked Excel file, which may be downloaded on Procurement Connect – Supplemental Solicitation Documents.**
- 4) Addition of **Geotechnical Reports, see the attached PDF file.**

Purchasing Division  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

5) **Plumbing Code shall be updated to 6<sup>th</sup> Edition 2017.**

B. Revisions to the Plans, and specific changes being made:

- 1) The following plan set sheets numbers are deleted in their entirety and replaced with the attached revised plans with identical numbers :

- a) 1 (Date and Bid Number only), 17, 20, 21, 23, 25-32, 38, 40-42

- 2) Changes to plans consist of the following:

- a) Delete all water main and water service construction in R/W to meters. Meter set remains in contract.
  - b) Delete gate valve at pump station, add plug valve at pump station.
  - c) Delete 3' wide man gate at south side of pump station fence, add 3' wide man gate at east side of pump station fence.
  - d) Revised typical section for the roadway.

C. Questions received with answers being provided (***In Bold***) to assist all in preparation of the bid submission:

1. I have a question in regards to the 4" service laterals.  
COT specs call for the use of a two way clean out tee on sanitary laterals. In past experiences with various COT inspectors, some want to the two way clean out and some want to see a wye/45 combo. What method will be required by the inspector(s) on this project?

***Cleanouts should be installed per detail S13 (Attachment K) in the specifications. I have attached the detail sheet for your use.***

2. The plans do not delineate where the DR18 is located on the project. The fittings required to adapt to the DR18 are different that the SDR26. Can you let us know what manholes the DR18 runs between??

***When the depth of the gravity sewer exceeds 16 feet then DR 18 is required per City specifications.***



Purchasing Division  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

3. Is the City of Tallahassee doing the CCTV video testing and who's paying for it???

***There are 2 free CCTV tests provided by the City; any required pipeline corrections and retests shall be at the Contractor's expense.***

4. As stated in the pre-bid yesterday by Allen's Excavation we also request there should be an additional 180 days added to the job completion time.

***See Item #A.1 above.***

5. Please review the time schedule for this project, I feel like it should be more like 540 days??

***See Item #A.1 above.***

6. Who is paying for the testing???

***The Contractor shall pay for all testing in the roadway inclusive in applicable bid prices, and the County will perform verification testing; any required re-work and retests shall be at the Contractor's expense.***

***The City shall inspect construction of the sewer system to ensure compliance with the previously approved City specifications and requirements. The City has its own testing firm (Southern Earth Sciences) for sewer line work. The County shall pay the City all costs incurred for inspection and construction related testing; however, the County shall intend to hold the Contractor accountable for the costs of any corrections and retests, as may be required by the City.***

7. Road steel plates will be used each night to cover up the open excavation??

***Trench plates designed to cover the width of the opening can be used to secure the project site at night. The plates shall be designed by a Florida Professional Engineer and submitted as a shop drawing submittal at the beginning of the project to be relied upon for the duration of the project.***

8. Is a separate plumbing permit needed to connect houses??

***A plumbing permit is required for the work on each lot and it shall be paid for and applied for by the Contractor's plumber as incidental to the price for the service connection pay item for the work on the lots.***



Purchasing Division  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

9. May existing soils be used as backfill for sewer construction?

***Native soils may be used to backfill trenches upon testing, verification and approval that the material meets City specifications.***

10. Are permits required, and if so who pays the permit fees for the required well and septic tank abandonments??

***Applicable septic tank abandonment permits by State of Florida, Department of Health shall be required as issued through the County Public Health Unit, located on the 2<sup>nd</sup> Floor of Renaissance Center.***

***Permits for the water well abandonments shall both be applied for and paid for by the Contractor inclusive in the applicable unit prices for this work. These permits shall be obtained through the Northwest Florida Water Management District by a licensed State of Florida Water Well Contractor.***

***Permits for the septic tanks shall be coordinated and applied for by the Contractor inclusive in the applicable unit prices for this work, but paid for by the County; however, these septic tank permits expire after 90-days and the County will not pay for extensions, reapplication or reissuances of these permits, which shall remain the Contractor's responsibility. The application forms have been filled out for each lot and are in the possession of the County Public Health Unit ready for issuance once the work is ready to be commenced.***

11. Who is responsible for City connection fees??

***The Contractor is not responsible for systems charges or tap fees.***

12. Where does the sod number go??

***A pay item has been added to the Contract and shall be used for R/W disturbances only; see Item #A.3 above. Work on the lots is incidental to the applicable pay items (ex., well and septic tank abandonment, and new sewer laterals) and shall be included in these bid prices.***

Purchasing Division  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

13. May we work on Saturdays??

***Working on Saturdays is permissible with advance notification given (i.e., on or before Wednesday) and with approval granted by both the City and the County. Work hours on Saturday shall be the same as weekdays, 8am to dusk.***

14. Must work areas be completely closed every night??

***Yes; but also see Item #C.7 above.***

15. What about driveways? What happens when a homeowner wants their entire driveway replaced rather than just a repair? Shouldn't there be a separate concrete number??

***It is the intent that the pay items for work occurring on the lots shall be all inclusive. The Contractor shall strive to keep damages upon private property to a minimum, and shall promptly repair any damages made to satisfaction of the owner(s).***

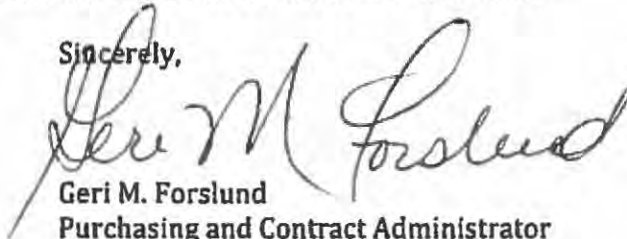
16. What impact to the Engineer's Opinion of Costs (OPC) do the changes reflected in this addendum make??

***The updated OPC representing these changes is \$5,018,236.00***

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Gerri M. Forslund  
Purchasing and Contract Administrator  
Purchasing Division



# Leon County

## Board of County Commissioners

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

Attachment #1  
Page 167 of 177  
Purchasing Division  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

NICK MADDOX

At-Large  
Chairman

JIMBO JACKSON  
District 2  
Vice Chairman

BILL PROCTOR  
District 1

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

February 1, 2018

RE: Bid Title: Woodside Heights Wastewater Retrofit  
Bid No: BC-02-08-18-12  
Opening Date: February 8, 2018 at 2:00 PM

### ADDENDUM #2

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project. The following shall be added to the bid specifications:

- A. Specific reference is made to Pump Station Plan Sheets No. 40-42, with reference to note appearing upon these sheets that is reprinted below:

"The construction activities at 723 Flagg Street (pump station site) are subject to procurement of the property by Leon County Board of County Commissioners. Before the property is acquired by Leon County, the Contractor cannot work in this area. The Contractor may adjust the construction sequence and/or approach with approval by the County to ensure completion of the entire project within the contract schedule."

- 1) Upon request by the Contractor, Leon County may adjust the allotted Contract Time day-for-day for each day that the pump station site is not available to Contractor subsequent to issuance of the Notice to Proceed (NTP).

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

Geri M. Forslund  
Purchasing and Contract Administrator  
Purchasing Division



**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

January 23, 2018

M OF TALLAHASSEE, INC.  
4223 CAPITAL CIR N.W.  
TALLAHASSEE FL 32303

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 3/30/2019. However, the new application is due 1/31/2019.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:  
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, UNDERGROUND UTILITIES - WATER AND SEWER, CURB AND GUTTER.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager  
Contracts Administration Office

AA:cj

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

Attachment #1  
Page 169 of 177

LICENSE NUMBER	
CUC050626	

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



MAYFIELD, EMORY L  
M OF TALLAHASSEE INC  
4223 CAPITAL CIRCLE NW  
TALLAHASSEE FL 32303-7214



ISSUED: 08/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608170002983





# CERTIFICATE OF LIABILITY INSURANCE

Attachment #1  
Page 170 of 177  
DATE (MM/DD/YYYY)  
2/15/2017

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> M&P Specialty Insurance 1179 Sunset Blvd. P.O. Box 4119 West Columbia SC 29171		<b>CONTACT NAME:</b> Grayson Posey <b>PHONE (A/C No. Ext.):</b> (803) 936-1601 <b>FAX (A/C No.):</b> (803) 936-1366 <b>E-MAIL ADDRESS:</b> gposey@mpspecialty.com	
<b>INSURED</b> M of Tallahassee, Inc. 4223 Capital Circle NW Tallahassee FL 32303		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich, NA <b>NAIC #</b> 16535 <b>INSURER B:</b> St Paul Fire & Marine Ins Co. <b>24767</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 17-18 REG, AI, WOS **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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GLO 1040240-03	3/1/2017	3/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 10,000				
	<input checked="" type="checkbox"/> X,C,U Coverage		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BAP 1040241-03	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		ZUP-61M7459A-17-NE	3/1/2017	3/1/2018	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 1040239-03	3/1/2017	3/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A	E L EACH ACCIDENT \$ 1,000,000				
If yes, describe under DESCRIPTION OF OPERATIONS below			E L DISEASE - EA EMPLOYEE \$ 1,000,000				
			E L DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Information Purposes Only

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

Matthew Posey/CBP

*Matthew Posey*

Page 890 of 1166

Posted March 19, 2018



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CUC048365

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



MC ROY, JAMES ELLIS  
FLORIDA DEVELOPERS INC OF TALLAHASSEE  
642 W BREVARD ST  
TALLAHASSEE FL 32304



ISSUED: 07/27/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607270001685

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women-owned businesses, please contact or visit the Departm [http://www.dbs.myflorida.com/other\\_programs/office\\_of\\_sm](http://www.dbs.myflorida.com/other_programs/office_of_sm)

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CFC057973	

The PLUMBING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

BARGER, STEPHEN J III  
ADVANCED PLUMBING CO INC  
10127 COLLINS HOLE ROAD  
TALLAHASSEE FL 32312



ISSUED: 06/23/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606230000699

### Listing of Prequalified Contractors

Contractor with Name C.W. ROBERTS CONTRACTING, INC.

1-1 of 1 contractors

<b>VENDOR NAME</b>	<b>HOME OFFICE ADDRESS</b>	<b>BIDDING OFFICE ADDRESS</b>
C.W. ROBERTS CONTRACTING, INC. F591683951003 EXPIRES: 3/30/2019	3372 CAPITAL CIRCLE NE TALLAHASSEE, FL 32308 (850)385-5060	3372 CAPITAL CIRCLE N.E. TALLAHASSEE, FL 32308 (850)385-5060

#### WORK CLASSES

DEBRIS REMOVAL (EMERGENCY)

FENCING

GRADING

GUARDRAIL

INTERMEDIATE BRIDGES

MINOR BRIDGES

ROADWAY SIGNING

\* Curb & Gutter, Driveways, Reinforced Earth Walls, Rip Rap Rubble, Underground Utilities  
(Water & Sewer).

DRAINAGE

FLEXIBLE PAVING

GRASSING, SEEDING AND SODDING

HOT PLANT-MIXED BITUM. COURSES

LANDSCAPING

PORTLAND CEMENT CONCRETE

ROADWAY PAVING

SIDEWALK

**Licensee Details****Licensee Information**

Name: **FLOWERS, ROBERT P (Primary Name)**  
**C. W. ROBERTS CONTRACTING, INCORPORATED (DBA Name)**

Main Address: **3372 CAPITAL CIRCLE NE**  
**TALLAHASSEE Florida 32308**

County: **LEON**

License Mailing:

License Location:

**License Information**

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1505785**

Status: **Current, Active**

Licensure Date: **06/27/2003**

Expires: **08/31/2018**

**Special Qualifications**      **Qualification Effective**  
**Construction Business**      **06/27/2003**

**Alternate Names****[View Related License Information](#)****[View License Complaint](#)**

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

**Licensee Details****Licensee Information**

Name: **POWELL, WILLIAM JOSEPH (Primary Name)**  
**C. W. ROBERTS CONTRACTING, INCORPORATED (DBA Name)**

Main Address: **1603 BAY AVE**  
**PANAMA CITY Florida 32405**

County: **BAY**

License Mailing:

License Location: **3372 CAPITAL CIRCLE NE**  
**TALLAHASSEE FL 32308**

County: **LEON**

**License Information**

License Type: **Certified Underground Utility and Excavation Contractor**

Rank: **Cert Under**

License Number: **CUC1225416**

Status: **Current, Active**

Licensure Date: **06/30/2017**

Expires: **08/31/2018**

**Special Qualifications** **Qualification Effective**

**Construction Business** **06/30/2017**

**Alternate Names****[View Related License Information](#)****[View License Complaint](#)**

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## Licensee Details

### Licensee Information

Name: **WHITE, DON R (Primary Name)**  
**R A W CONSTRUCTION LLC (DBA Name)**

Main Address: **710 LEWIS BLVD SOUTH**  
**TALLAHASSEE Florida 32305**

County: **LEON**

License Mailing:

License Location:

### License Information

License Type: **Certified Specialty Contractor**

Rank: **Cert Specialty**

License Number: **CZC000013**

Status: **Current,Active**

Licensure Date: **03/07/2000**

Expires: **08/31/2018**

Special Qualifications	Qualification Effective
Gas Line Specialty	
Construction Business	02/20/2004

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



## Licensee Details

### Licensee Information

Name: **WHITE, R. DON (Primary Name)**  
**R A W CONSTRUCTION LLC (DBA Name)**

Main Address: **710 LEWIS BLVD SOUTH**  
**TALLAHASSEE Florida 32305**

County: **LEON**

License Mailing:

License Location:

### License Information

License Type: **Certified Underground Utility and Excavation Contractor**

Rank: **Cert Under**

License Number: **CUC1224027**

Status: **Current, Active**

Licensure Date: **11/03/2004**

Expires: **08/31/2018**

Special Qualifications	Qualification Effective
<b>Construction Business</b>	<b>11/03/2004</b>

### Alternate Names

### View Related License Information

### View License Complaint

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Map of the Capital Circle SE area in Tallahassee, Florida, showing a proposed development boundary in blue. The map includes a legend for minor streets (red lines) and parcels (white areas). A scale bar indicates distances from 0 to 500 feet. A north arrow is also present. The map shows a grid of streets including Margo St, Flagg St, Briandav St, Greenleaf Dr, Brent Dr, Shannon St, and Capital Circle SE. Woodville Hwy is also shown running diagonally. The proposed development boundary is a large, irregular shape outlined in blue, encompassing several blocks of the street grid.

**Legend**

- Minor Streets
- Parcels

0 125 250 500 Feet

Page 898 of 1166

Posted March 19, 2018

LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-02-08-18-12

Attachment #3  
 Page 1 of 1

Bid Title: Woodside Heights Wastewater Retrofit

Opening Date: Thursday, February 8, 2018 at 2:00 PM

Item/Vendor	Talco Group	Cellars Excavation	M of Tallahassee	Sandco
Response Sheet with Manual Signature	✓	✓	✓	✓
Affidavit Immigration	✓	✓	✓	✓
MWSBE	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Identical Tie Bid Statement	✓	✓	✓	✓
Contractor's Business Information Form	✓	✓	✓	✓
Non Collusion Affidavit	✓	✓	✓	✓
Certification/Debarment Form	✓	✓	✓	✓
Applicable Licenses/Registrations	✓	✓	✓	✓
Trench Safety Act	✓	✓	✓	✓
Bid Bond	✓	✓	✓	✓
Base Bid	7,673,631	4,673,905.50	4,407,000	4,895,260.50
Addendum	✓	✓	✓	✓
FDOT	✓	✓	✓	✓

Tabulated By:

*Ken M. Forslund*

*Don*



### *Inter-Office Memorandum*

**Date:** February 16, 2018

**To:** Tom Brantley, Chief of Building and Engineering Design  
Public Works- Engineering Services

**From:** Darryl Jones, Deputy Director  
Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality

**Subject:** Woodside Heights Wastewater Retrofit (BC-02-08-18-12)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of three bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Woodside Heights Wastewater Retrofit Project. The submitted MWBE Participation Plans for each bidder are as follows:

**M of Tallahassee** 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 **M of Tallahassee** intends to utilize on this project.

Total Bid Amount	\$4,407,000.00				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Florida Developers	African American Male	City of Tallahassee	Sewer Trucking	\$741,530	16.8%
Gaines and Sons	African American Male	City of Tallahassee	Striping	\$5,000	.1%
Hale Contracting	Non-Minority Female	City of Tallahassee	Hauling	\$300,000	6.8%
Delacy Sod	Non-Minority Female	City of Tallahassee	Sod	\$100,000	2.3%
Total MWBE \$					\$1,149,530
Total MWBE Utilization %					26%

**Allen's Excavation** met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Allen's Excavation** intends to utilize on this project.

<b>Total Bid Amount</b>	<b>\$4,673,905.50</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 and Sons	African American Male	City of Tallahassee	Striping, Asphalt	\$388,870	8.3%
Florida Developers	African American Male	City of Tallahassee	Sewer Foundation	\$375,694	8.0%
Unique Concrete	African American Male	City of Tallahassee	Concrete	\$30,000	.7%
Hale Contracting	Non-Minority Female	City of Tallahassee	Hauling	\$200,000	4.3%
Delacy Sod	Non-Minority Female	City of Tallahassee	Sod	\$73,816	1.6%
Bannerman Landscaping	Non-Minority Female	City of Tallahassee	Plants Trees	\$146,836	3.1%
<b>Total MWBE \$</b>					<b>\$1,215,216</b>
<b>Total MWBE Utilization %</b>					<b>26%</b>

**Sandco, LLC** met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Sandco, LLC** intends to utilize on this project.

<b>Total Bid Amount</b>	<b>\$4,895,260.50</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	\$350,000	7.2%
Florida Developers	African American Male	City of Tallahassee	Sewer Services	\$500,000	10.2%
Hale Contracting	Non-Minority Female	City of Tallahassee	Concrete, Hauling, etc.	\$450,000	9.2%
<b>Total MWBE \$</b>					<b>\$1,300,000.00</b>
<b>Total MWBE Utilization %</b>					<b>26.6%</b>



**Talcon Group** met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Talcon Group** intends to utilize on this project.

<b>Total Bid Amount</b>	<b>\$7,673,631.00</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>
Merit Enterprise	African American Female	City of Tallahassee	Excavation Trucking	1,304,600	17%
Hale Contacting	Non-Minority Female	City of Tallahassee	Concrete Trucking	\$319,700	4.2%
Poole Engineering	Non-Minority Female	City of Tallahassee	Survey Asbuilts	\$75,000	1%
Bannerman Landscaping	Non-Minority Female	City of Tallahassee	Landscape Erosion	\$296,000	3.7%
<b>Total MWBE \$</b>					<b>\$1,995,300</b>
<b>Total MWBE Utilization %</b>					<b>26%</b>



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #16**

# Leon County Board of County Commissioners

## Agenda Item #16

March 27, 2018

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

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

**Title:** Public Safety Coordinating Council Recommendation to Fund Bethel Ready4Work-Tallahassee Reentry Program

<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>	Teresa Broxton, Director, Office of Intervention and Detention Alternatives

### **Statement of Issue:**

In response to the Board's request for the Public Safety Coordinating Council (PSCC) to make recommendations on how to allocate the \$87,783 in one-time funding set aside for public safety and crime prevention, the PSCC recommends funding the Bethel Ready4Work-Tallahassee Reentry Program to provide job training and other services to former inmates of the Leon County Detention Facility.

### **Fiscal Impact:**

This item has a fiscal impact. The \$87,783 is included in the FY 2018 budget. The Board dedicated these funds to public safety and crime prevention following the October 10, 2017 Workshop on Crime Statistics in Leon County.

### **Staff Recommendation:**

- Option #1: Accept the recommendation from the Public Safety Coordinating Council and approve the agreement with Bethel Empowerment Foundation, Inc. – Bethel Ready4Work-Tallahassee Reentry Program for the Intervention and Community Reentry Program in the amount of \$87,783 (Attachment #1), and authorize the County Administrator to execute the agreement.
- Option #2: Approve the associated Budget Amendment Request from the Crime Prevention Contingency Account (Attachment #2).

## **Report and Discussion**

### **Background:**

This item seeks Board approval of the Public Safety Coordinating Council's (PSCC) recommendation to allocate the one-time funding that was set aside for public safety, to the Bethel Ready4Work-Tallahassee Reentry (R4W) Program to provide job training and other services to former inmates of the Leon County Detention Facility. Following Commission discussion at the October Workshop on Crime Statistics in Leon County, the Board voted to dedicate a one-time allocation in the amount of \$87,783 to enhance public safety and crime prevention through the use of these funds and authorized the Chairman to send a letter to the PSCC directing the Council to evaluate and recommend strategies. The Chairman's October 17, 2017 letter "asked that the PSCC's recommendations consider specific social and economic concerns such as substance abuse, the lack of life and job skills training, employment assistance and barriers to successful reentry into the community, as these factors may be contributing to criminal activity in Leon County" (Attachment #3).

### **Analysis:**

The PSCC serves as an advisory body to the Board on public safety matters relating to the criminal justice system. The Council is comprised of the following representatives:

- Commissioner Bill Proctor, Chairman
- Jack Campbell, Assistant State Attorney
- Andy Thomas, Public Defender
- The Honorable Ronald W. Flury, County Administrative Judge
- Walt McNeil, Leon County Sheriff
- Kim Petersen, Leon County Sheriff's Office
- Honorable Jonathan Sjostrom, Chief Circuit Judge
- Teresa Broxton, Director, Office of Intervention and Detention Alternatives
- Lucretia Collins, Director, Bethel Ready 4 Work
- Larry Kubiak, Director, Tallahassee Memorial Behavioral Health Center
- Matt Sampson, Circuit Administrator, Florida Department of Corrections
- Richard Stephens, National Alliance on Mental Illness

The PSCC held a special meeting on November 17, 2017 and determined that initiatives focusing on youth intervention and community reentry after incarceration would offer the best opportunity to meet the Board's objectives since these programs could have an immediate impact on the current trend in criminal activity. In order to obtain proposals in a fair and transparent manner, the PSCC voted to use the County's formal Request for Proposal (RFP) process to solicit interested vendors and service providers.

On January 12, 2018, the Leon County Purchasing Division issued bid package BC-02-06-18-15 seeking proposals for one or both of the following:

1. Services to divert or reduce the number of at-risk youth and young adults in the community from entering the criminal justice system through academic assistance, employability training and social education.
2. Services to assist men and women not eligible for state or federal reentry programs who are returning to or residing in Leon County, following incarceration with successful reintegration into the community through social services and employability training and placement.

A total of 146 vendors were notified through the automated procurement system and 18 vendors requested the bid package. The PSCC appointed the following volunteer representatives to serve as the RFP committee:

- Richard Stephens, National Alliance on Mental Illness
- Kimberly Bivens, Office of Intervention and Detention Alternatives
- Bill Wills, 2<sup>nd</sup> Judicial Circuit
- Victor Williams, Public Defenders Office
- Krisna Logan, Leon County Sheriff's Office
- Patricia McCray, Citizen

Two vendors participated in the mandatory pre-bid conference which was held on January 23, 2018. The vendors were informed that they would be evaluated on past performance; qualifications of staff; technical competence; current workload; general experience of staff and consultants; project approach and quality of response; and references.

On February 6, 2018, Purchasing Division staff notified the RFP committee that they had received only one proposal in response to the request. The RFP committee voted to move forward and consider the one response from Bethel Empowerment Foundation, Inc. - Bethel Ready4Work-Tallahassee Intervention and Community Reentry Program.

The BethelReady4Work-Tallahassee Reentry Program was initially established in November 2016 with a grant from the State of Florida to serve former inmates of the Florida Department of Corrections (DOC), who were released from a DOC facility within the last three years, or have been released from the County Detention Facility with a DOC number. Former inmates of the Leon County Detention Facility with no history of incarceration in a State prison, were not eligible to participate.

Bethel's proposal would extend services to approximately 20 former inmates of the Leon County Detention Facility. Services include employability skills training, job placement assistance (resume writing and intense interview training), continuous screening for illegal drug use, mental health and/or substance abuse assessments, counseling services and transitional housing.

As indicators of the Program's success, the proposal highlighted some of its achievements to date; a sampling of which includes: 41% of the 102 former inmates obtained employment after receiving employability skills training and job placement assistance; 18% received transitional housing assistance; 59% received mental health assessment and counseling services; and, 14% received drug and substance abuse screening and counseling services.

Leon County Detention Facility inmates who are within 30 days of release from custody are eligible to attend a reentry transition seminar. During this 2.5 hour course, participants meet with reentry advocates to identify services they will need upon release. Services most frequently requested include assistance with establishing social security benefits, housing, employment and other basic needs such as food and clothing. Reentry advocates must often refer participants to multiple agencies to address their needs. Bethel's proposal would provide centralized resources and case management services to help minimize some of most critical challenges inmates face in transitioning back into the community. Upon the Board's approval of the agreement, Leon County Detention Facility staff will meet with representatives of the Bethel Ready4Work Reentry Program to establish a referral process for inmates who have demonstrated a commitment to participate in the curriculum. A quarterly status report will be provided to the PSCC.

The PSCC voted unanimously to recommend funding the Bethel Ready4Work-Tallahassee Reentry (R4W) Program.

**Options:**

1. Accept the recommendation from the Public Safety Coordinating Council and approve the agreement with Bethel Empowerment Foundation, Inc. – Bethel Ready4Work-Tallahassee Reentry Program for the Intervention and Community Reentry Program in the amount of \$87,783 (Attachment #1) and authorize the County Administrator to execute the agreement.
2. Approve the associated Budget Amendment Request from the Crime Prevention Contingency Account (Attachment #2).
3. Do not accept the recommendation from the Public Safety Coordinating Council and do not approve the agreement with Bethel Empowerment Foundation, Inc. – Bethel Ready4Work-Tallahassee Reentry Program for the Intervention and Community Reentry Program in the amount of \$87,783.
4. Board Direction.

**Recommendation:**

Options #1 & #2.

**Attachments:**

1. Agreement with Bethel Empowerment Foundation Inc.
2. Budget Amendment Request
3. October 17, 2017 letter from Chairman Dailey to the Public Safety Coordinating Council

## 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 Bethel Empowerment Foundation, Inc. – Bethel Ready4Work-Tallahassee Re-Entry Program, 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(s) for such services.

NOW, THEREFORE, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County the following services related to the scope, terms, and conditions in accordance with: 1) Intervention and Community Re-Entry Program, Bid# BC-02-06-18-15 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

This agreement provides \$87,793.00 in non-recurring general revenue funds for the Contractor to provide re-entry services to no fewer than 20 offenders currently or formerly under the care and custody of the Leon County Detention Facility and who will be reside in Leon County post-release. Offenders funded under this contract must meet the eligibility criteria as identified in the Contractor's Bid Proposal (section M) and do not otherwise qualify for services from the contractor through other funding sources. The Contractor shall provide the following services:

1. Risk/Needs Assessments: The contractor shall assess the needs of the program participant using an assessment instrument. The risk assessment will be utilized to identify the need for additional services such as mental health and/or substance abuse counseling, housing assistance, etc. which will reduce the likelihood of future criminal activity.
2. Case Management: The contractor shall prepare a Plan of Care to address the participant's individualized needs identified by the assessment or a one-to-one, in-person interview. The plan shall include short-term and long-term goals, identify risks, and provide a summary of needs that, at a minimum, address the following: criminal thinking, substance abuse, mental health, community supervision, if applicable, compliance with court-ordered conditions, family reunification, housing, transportation, job placement, employment, educational goals, and life skills. The Contractor will conduct bi-weekly Follow-Up/Plan Review meetings either in-person or by telephone with participants to monitor progress or modify the plan. The Follow-Up/Plan Review is to be conducted at least once every 30 days.
3. Life Coaching: The Contractor, based on the participants needs and willingness to participate, shall match the participant with a Life Coach who will assist them by providing guidance, motivation, support and role modeling in order to successfully transition into and remain in the community.
4. Family Reunification: The contractor shall provide parenting classes and services to support successful family reunification.
5. Educational Services: The contractor shall provide and/or refer participants to Adult Basic Education (ABE) and/or programs granting a high school diploma or equivalent.



6. Career Development/Life Skills: The contractor shall provide a 4 - 6 week Career Development class which is a 29-module training to educate participants on conflict resolution, resume writing, mock interviews, and critical thinking.
7. Employment and Skills Assessment: The Contractor shall provide an employment assessment to each participant to determine their skill level and an idea of a prospective job for the participant.
8. Mental Health/Substance Abuse Evaluation and Counseling: The contractor will provide mental health, substance abuse, or co-occurring disorders based on the Risk/Needs Assessment, participant self-reporting, and/or staff evaluation through a licensed provider.
9. Transitional Housing Assistance: The Contractor shall provide transitional housing assistance directly and/or by subcontracting with partnering organizations in the community who offer such services
10. Ancillary Support Services: The Contractor shall provide to participants, as needed, assistance in obtaining personal records such as birth certificates, social security cards, driver's license, and/or Florida identification cards; assistance with transportation through bus passes; meal assistance for participants enrolled and attending the Career Development Course, etc.

## 2. WORK

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

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

## 3. TIME

The 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 by September 30, 2018, funding may be extended to FY 2019 upon the approval of the Board of County Commissioners to carry forward the remaining balance of the original allocation.

## 4. CONTRACT SUM

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

## 5. PAYMENTS

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services. Each invoice shall include at a minimum the participant's name, jail offender identification number (SPN), service(s) provided, and the itemized cost(s) of the services.

## 6. PROMPT PAYMENT INFORMATION REQUIREMENTS

### A. The County Project Manager is:

Name: Teresa Broxton  
 Street Address: 501 Appleyard Drive  
 City, State, Zip Code: Tallahassee, Florida 32304  
 Telephone: 850-606-5600  
 E-mail: BroxtonT@leoncountyfl.gov

### B. The Contractor's Project Manager is:

Name: Lucretia Shaw Collins

Street Address: 428 W. Tennessee Street  
 City, State, Zip Code: Tallahassee, FL 32301  
 Telephone: 850-329-2418  
 E-mail: collins.lucetia@ready4worktally.com

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

Name: Lucretia Shaw Collins  
 Street Address: 428 W. Tennessee Street  
 City, State, Zip Code: Tallahassee, FL 32301  
 Telephone: 850-329-2418  
 E-mail: collins.lucetia@ready4worktally.com

D. Invoices are to be submitted to:

Name: Teresa Broxton  
 Street Address: 501 Appleyard Drive  
 City, State, Zip Code: Tallahassee, Florida 32304  
 Telephone: 850-606-5600  
 E-mail: BroxtonT@leoncountyfl.gov

E. Proper form for an invoice is:

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

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

## 7. STATUS

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

## 8. INSURANCE

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

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

- 1) General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations; a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- 4) Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.

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.
  - e. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.
- 2) All Coverages  
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law.

10. LICENSES

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

11. ASSIGNMENTS

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

12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

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

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

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

**14. MONITORING**

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

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

**15. TERMINATION**

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written

notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

#### 16. PUBLIC ENTITY CRIMES STATEMENT

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

#### 17. UNAUTHORIZED ALIEN(S)

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

#### 18. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- B. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.



Tallahassee Reentry Program

BC-02-06-18-15

- 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.
- F.

#### 19. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

#### 20. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

#### 21. REVISIONS

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

#### 22. VENUE

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

#### 23. CONSTRUCTION

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

#### 24. CONFLICTING TERMS AND CONDITIONS

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

#### ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

#### ATTACHMENTS

Exhibit A – Solicitation Document #BC-02-06-18-15

Exhibit B – Vendor's Response to Solicitation #BC-02-06-18-15

**The remainder of this page intentionally left blank.**

DRAFT

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

**LEON COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
President or designee

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

Printed  
Name \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

Approved as to Form:  
Leon County Attorney's Office

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



**REQUEST FOR PROPOSALS**

**FOR**

**INTERVENTION AND COMMUNITY RE-ENTRY PROGRAM**

**PROPOSAL NUMBER BC-02-06-18-15**

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA**

Release Date: January 9, 2018

## I. INTRODUCTION

Leon County Board of County Commissioners "The County" is accepting proposals from qualified vendors for services to assist in addressing social and economic factors which may exist in the community and be a contributing factor to increased criminal activity. This is a one-time procurement opportunity to establish a new program or expand an existing program that would provide services with the goal of enhancing public safety. The committee will screen proposals, formalize a recommendation to the Public Safety Coordinating Council and submit a final recommendation to the Board of County Commissioners. The purpose of this request is to secure qualification statements and proposed costs from agencies that have proven prior experience in these areas. Providers may submit applications for one or both program areas.

This will be a partnership among the agencies participating on the Public Safety Coordinating Council which include the Leon County Office of Intervention and Detention Alternatives, Second Judicial Court Administration, Office of the State Attorney, Public Defender's Office, Leon County Sheriff's Office and various community agencies.

## II. GENERAL INSTRUCTIONS

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

*Proposal Number*  
*Purchasing Division*  
*1800-3 N. Blair Stone Road*  
*Tallahassee, FL 32308*

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.
- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
January 12, 2018	<b>Release of the RFP</b>
January 23, 2018 @ 10:00 AM	<b>PRE-PROPOSAL MEETING (MANDATORY):</b> Date and time the <b>MANDATORY</b> Pre-Proposal Meeting will be held in the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308. This will be a public meeting that the public is invited to attend.
January 25, 2018, no later than 5:00 PM	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at <a href="mailto:kelleys@leoncountyfl.gov">kelleys@leoncountyfl.gov</a> and Geri Forslund at <a href="mailto:forslundg@leoncountyfl.gov">forslundg@leoncountyfl.gov</a> . Respondents are requested to send the e-mail to both representatives.
February 6, 2018 @ 2:00 PM	<b>OPENING DATE:</b> Date and time by which <b>Proposals</b> must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308

- D. Pre-Proposal Meeting: A Pre-Proposal Meeting will be held at the date, time and location identified in the Schedule of Events. Respondent's attendance at the Pre-Proposal Meeting is **MANDATORY**. The Pre-Proposal Meeting will be a public meeting that the public is invited to attend either physically in person, or by dialing into an audio conference, at their option. Instructions for conferencing in will be provided as part of the public meeting notice, which will be posted on the website listed above for public meetings no less than 72 hours in advance of the Pre-Proposal Meeting. **All questions of Respondents to be discussed at the Pre-Proposal meeting must be submitted in writing by the deadline identified in the Schedule of Events as the Deadline for Pre-Proposal Meeting Questions. Such questions shall be e-mailed to:** Shelly Kelley at [KelleyS@leoncountyfl.gov](mailto:KelleyS@leoncountyfl.gov) and Geri Forslund at [ForslundG@leoncountyfl.gov](mailto:ForslundG@leoncountyfl.gov).

The purpose of the Pre-Proposal Meeting is to provide a forum to answer questions concerning the RFP, instructions for submitting Proposals, and other relevant issues. In the event that any discussions or questions at the Pre-Proposal Meeting require, in the Leon County's opinion, official additions, deletions, or clarifications of the RFP, Leon County will issue a written summary of questions and answers or an addendum to this RFP as the Leon County determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting, will be binding on Leon County. The Respondents will be instructed to direct all questions after the meeting to Leon County Purchasing Division.

**During and after the Pre-Proposal Meeting, it is the responsibility of the Purchasing Division to ensure that Registered Planholders develop their Proposal with the same information. If a Registered Planholder receives information from Leon County relating to the RFP prior to the information cutoff date, Leon County will ensure that all Registered Planholders receive the same information in a timely fashion.**



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

Each Vendor shall examine the request for proposal documents carefully; and, no later than the date listed above, make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

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

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

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

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

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

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

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

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

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

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

U. Audits, Records, and Records Retention: The Contractor shall agree:

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

V. 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.

W. Local Preference in Purchasing and Contracting

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

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

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

award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments or divisions regarding the vendor complaint.

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

CC. Terms And Conditions

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

### III. SCOPE OF SERVICES

#### A. OVERVIEW

Proposed services should focus on one or both of the following areas: (1) divert or reduce the number of at-risk youth and young adults in the community from entering the criminal justice system through academic assistance, employability training, and social education; and (2) assist men and women, **not eligible for state or federal re-entry programs**, who are returning to/or residing in Leon County following incarceration with successful reintegration into the community through social services and employability training and placement. The goal of this funding is to identify program(s) that will assist in reducing criminal activity in the community, reducing gang related activity, and increase employability for individuals with criminal records. Service provider(s) shall have a clearly defined program of pre-determined length with performance measurements.

Programs with experience and/or collaboration with social service agencies and knowledge of the criminal justice system are preferred. Selection will be made considering the ability of professional personnel, past performance, budget requirements, and recent, current, and projected workload of proposer(s). The program and services should be available to participants for no less than 12 months.

#### B. SPECIFIC DETAILS OF YOUTH INTERVENTION AND/OR COMMUNITY RE-ENTRY PROGRAMS

1. The program(s) may include but are not limited to the following components:

a) Youth Intervention Program:

- i. Provide social services to at-risk youth and young adults between the ages of 11 to 21 who reside in neighborhoods with high crime rates;
    - ii. Provide employability skills training;
    - iii. Provide assistance with academic performance and attendance;
    - iv. Provide gang prevention and intervention techniques;
    - v. Provide recreational activities
  - b) Community Re-Entry Program:
    - i. Provide social services;
    - ii. Provide employability training and skills;
    - iii. Provide personalized plans for participants within 72 hours of admission into the program to address social service needs and employability training
- 2. Performance Measures may include:
  - a. Number of participants admitted into the program(s) with following demographic information: race, age, sex, address including zip code; school for youth participants.
  - b. Number of participants who complete employability training.
  - c. Number of participants provided social services and type of service.
  - d. Percentage of participants who obtain and maintain employment for more than 90 continuous days.
  - e. Percentage of youth participants who demonstrate improved school attendance.
  - f. Percentage of youth participants who demonstrate improved academic performance.
  - g. Percentage of youth participants who complete gang prevention and intervention training.
- 3. The program(s) include two targeted populations youth and young adults from 11 to 21 years of age and men and women returning to or residing in Leon County following incarceration with social services, life and social skills training, and employability skills.

#### IV. REQUIRED SUBMITTALS

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

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

- A. Firm name or Joint Venture, business address and office location, telephone number.

- B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- C. Address of the office that is to perform the work.
- D. Federal Identification Tax Number or Social Security Number.
- E. The age of the firm, brief history, and average number of employees over the past five years.
- F. Present size of firm, nature of services offered, and breakdown of staff by discipline.
- G. Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.
- H. Names and descriptions of major projects for which the firm is presently under contract.
- I. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
- J. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.
- K. Give brief resume of key persons to be assigned to the project including but, not limited to:
  - 1) Name & title
  - 2) Job assignment for other projects
  - 3) Percentage of time to be assigned full time
  - 4) How many years with this firm
  - 5) How many years with other firms
  - 6) Experience
    - a) Types of projects
    - b) Size of projects (dollar value and SF of project)
    - c) What was the specific project involvement?
  - 7) Education
  - 8) Active registration
  - 9) Other experience and qualifications that are relevant to this project
  - 10) Note which projects were fast tracked
- L. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.)
  - 1) Name and location of the project
  - 2) The nature of the firm's responsibility on this project
  - 3) Project Owner's representative name, address and phone number
  - 4) Project user agency's representative name, address and phone number
  - 5) Date project was completed or is anticipated to be completed

- 6) Fee for this project
  - 7) Project manager and other key professionals involved and specify the role of each
- M. Describe how you would approach this project, and outline the specific services to be provided.
- N. Describe clearly and concisely the tasks and activities that you will perform. Include a time/task schedule. Develop a chart showing the overall sequence of events and time frame for this project.
- O. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.
- Develop a chart of individual staff members to be assigned responsibilities and number of days to be provided for each staff member.
- If a joint venture, indicate how the work will be distributed between the joint venture partners.
- P. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.
- Q. Describe how the team will implement project control systems for time, budget, and quality for this project.
- R. Complete and submit the following included forms: Proposal Response Cover Sheet; Insurance Certification Form; Minority/Women Business Enterprise Participation Plan; Equal Opportunity/Affirmative Action Statement; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws; Local Vendor Certification (if applicable)

## **V. SELECTION PROCESS**

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

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

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

- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:
1. Past Performance
    - a) Quality & Completeness of the design(s) ..... 10
    - b) Meets:
      - 1) budget..... 5
      - 2) schedule..... 5
  2. Qualifications of staff ..... 10
  3. Technical competence in
    - a) In-house Staff ..... 10
    - b) Consultants ..... 5
  4. Current Workload of Firm ..... 5
  5. General Experience of:
    - a) Staff assigned to project..... 5
    - b) Firm ..... 5
    - c) Consultants..... 5
  6. Staff Experience in Design of Similar Projects..... 10
  7. Project Approach and Quality of Response to RFP ..... 10
  8. References ..... 5
  9. Minority Business Enterprise Participation ..... 10
  10. Local Preference..... 5
- Total ..... 100

## VI. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the



Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

## **VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES**

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

1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
  - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
  - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
  - c. Provide increased levels of information and assistance available to MBE=s and WBEs.
  - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Proposers responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Proposers that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email [DJones@oevforbusiness.org](mailto:DJones@oevforbusiness.org). Alternate contacts are MWSBE Coordinators LaTanya Raffington, and Shanea Wilks by email at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org) and [swilks@oevforbusiness.org](mailto:swilks@oevforbusiness.org).

### **B. Equal Opportunity/Affirmative Action Requirements**

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

## VIII. INSURANCE

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

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

### 1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. ***Waiver of Subrogation in lieu of Additional Insured is required.***
- d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage",

Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.

- e. Abuse or Molestation Liability Coverage: Each Abuse or Molestation Offense, Limit \$1,000,000 and \$2,000,000 Aggregate Limit. (*Leon County, Florida to be named as an Additional Insured.*)

2. Deductibles and Self-Insured Retentions

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

3. Other Insurance Provisions

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

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

b. All Coverages

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

4. Acceptability of Insurers

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

5. Verification of Coverage

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

6. Subcontractors

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

## IX. TRAVEL EXPENSES

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

## X. ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made

by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

## **XI. AGREEMENT**

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

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

## PROPOSAL RESPONSE COVER SHEET

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

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

Shelly W. Kelley, Purchasing Director

Nick Maddox, Chairman  
Leon County Board of County Commissioners

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

BY \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_

(Authorized Representative)

\_\_\_\_\_

(Printed or Typed Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

### **ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_



**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

**INSURANCE CERTIFICATION FORM**

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

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

☐ YES ☐ NO

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

---

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

---

Professional Liability:      Indicate Best Rating:  
   Indicate Best Financial Classification:

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

☐ YES ☐ NO

Indicate Best Rating:  
Indicate Best Financial Classification:

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

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

☐ YES ☐ NO

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

Required Coverage and Limits

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage-  
General Liability & Automobile Liability

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

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

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

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

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

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Typed or Printed

Date \_\_\_\_\_ Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor/Firm

**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary

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

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

### **LOCAL VENDOR CERTIFICATION**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone:  Fax:
If the above address has been for less than six months, please provide the prior address.   Length of time at this address:	
Home Office Address:	Phone:  Fax:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_ of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a \_\_\_\_\_ Corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)

or has produced \_\_\_\_\_ as identification.

**Return Completed form with supporting documents to:**

**Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308**

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, If Any



**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the city of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

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

Intervention and community Re-Entry Program for Leon County, and that I executed the said proposal with full authority to do so.

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

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

\_\_\_\_\_  
(Signature of Responder)

\_\_\_\_\_  
(Date)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

---

**DRUG-FREE WORKPLACE FORM**

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

---

(Name of Business)

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

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

---

Responder's Signature

---

Date



# Leon County

## Board of County Commissioners

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

Purchasing Division  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

Commissioners

NICK MADDOX  
At-Large  
Chairman

JIMBO JACKSON  
District 2  
Vice Chairman

BILL PROCTOR  
District 1

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

January 26, 2018

RE: Bid Title: Intervention and Community Re-Entry Program  
Bid No: BC-02-06-18-15  
Opening Date: February 6, 2018 at 2:00 PM

### ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the bid specifications:

1. Removal of wording in Section V. Selection Process; F. Evaluation Criteria; 9.:  
Minority Business Enterprise Participation.....10
2. Change of wording in Section V. Selection Process; F. Evaluation Criteria; 9.:  
Total .....90
3. Questions received with answers are being provided to assist all in preparation of the bid submission:
  - A. What is the proposed budget for this program?  
**\$87,000**
  - B. Is the proposed budget split between both subjects? (Juvenile and Community re-entry)  
**Recommendation of the award(s) and amount(s) will be based on the submitted proposals.**
  - C. How many students/clients do you anticipate to be in attendance for each program?  
**Proposals should include the estimated number of participants as determined by the program or the cost per participant.**

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

Geri M. Forslund  
Purchasing and Contract Administrator  
Purchasing Division

*People Focused. Performance Driven.*

ORIGINAL

RFP Title: Request for Proposals for Intervention and Community Re-Entry Program

Proposal Number: BC-02-06-18-15

Opening Date: February 6, 2018

## PROPOSAL RESPONSE COVER SHEET

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

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

Shelly W. Kelley, Purchasing Director

Nick Maddox, Chairman

Leon County Board of County Commissioners

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

Bethel Empowerment Foundation, Inc.  
Bethel Ready 4 Work-Tallahassee Reentry Program.

(Firm Name)

BY

Lucretia Shaw Collins

(Authorized Representative)

Lucretia Shaw Collins

(Printed or Typed Name)

ADDRESS

428 W. Tennessee Street

CITY, STATE, ZIP

Tallahassee, FL 32301

E-MAIL ADDRESS

collins.lucretia@ready4worktally.com

TELEPHONE

850-329-2418

FAX

850-329-2512

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated

2/12/18

Initials

JSC

Addendum #2 dated

Initials

Addendum #3 dated

Initials

RECEIVED

2018 FEB -6 PM 1:13

PURCHASING DIVISION  
LEON COUNTY





# Leon County

## Board of County Commissioners

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

Purchasing Division  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

NICK MADDOX  
At-Large  
Chairman

JIMBO JACKSON  
District 2  
Vice Chairman

BILL PROCTOR  
District 1

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

January 26, 2018

RE: Bid Title: Intervention and Community Re-Entry Program  
Bid No: BC-02-06-18-15  
Opening Date: February 6, 2018 at 2:00 PM

### ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the bid specifications:

1. Removal of wording in Section V. Selection Process; F. Evaluation Criteria; 9.:  
Minority Business Enterprise Participation.....10
2. Change of wording in Section V. Selection Process; F. Evaluation Criteria; 9.:  
Total .....90
3. Questions received with answers are being provided to assist all in preparation of the bid submission:
  - A. What is the proposed budget for this program?  
**\$87,000**
  - B. Is the proposed budget split between both subjects? (Juvenile and Community re-entry)  
**Recommendation of the award(s) and amount(s) will be based on the submitted proposals.**
  - C. How many students/clients do you anticipate to be in attendance for each program?  
**Proposals should include the estimated number of participants as determined by the program or the cost per participant.**

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

  
Geri M. Forslund  
Purchasing and Contract Administrator  
Purchasing Division

*People Focused. Performance Driven.*

RFP Title: Request for Proposals for Intervention and Community Re-Entry Program

Proposal Number: BC-02-06-18-15

Opening Date: February 6, 2018

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**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

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

Signed:

Lucretia Shaw Collier

Title:

Program Director

Firm:

Bethel Empowerment Foundation, Inc.

Address:

428 W. Tennessee St.Jallahand, FL 32301



RFP Title: Request for Proposals for  
 Proposal Number: BC-XK-XK-XK-XK  
 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 Insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

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

☒ YES ☐ NO

Commercial General Liability: Indicate Best Rating: A+ (Superior)  
 Indicate Best Financial Classification: XIV (\$1.5 Billion to \$2 Billion)  
Covington Insurance Co.

Business Auto: Indicate Best Rating:  
 Indicate Best Financial Classification: N/A

Professional Liability: Indicate Best Rating: A++ (Superior)  
 Indicate Best Financial Classification: X (\$500 million to \$750 million)  
United States Liability Ins. Co.

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: N/R - not rated  
 Indicate Best Financial Classification:

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

Ascendant Commercial Insurance, Inc.  
2199 Ponce de Leon Blvd. Suite 500  
Coral Gables, FL 33134

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.

RFP Title: Request for Proposals for  
 Proposal 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 Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage  
 General Liability & Automobile Liability

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

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

Claims will be directed to Katie Barlow (person/agency) at Hamrick Insurance P.O. Box 1873 Tallahassee, FL 32302 (address/fax/e-mail) for investigation and appropriate handling.

TP: 850-877-3108  
 FX: 850-878-8762

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 David J. Hamrick  
 Typed or Printed

Signature

Date

2/5/2018

Title

Vice-President  
 (Company Risk Manager or Manager with Risk Authority)



RFP Title: Request for Proposals for  
Proposal 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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature



Title



Contractor/Firm

RFP Title: Request for Proposals for  
 Proposal Number: BC-XX-XX-XX-XX  
 Opening Date:

**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Bethel Empowerment Foundation, Inc.  
 Signature: [Signature] Title: Program Director

STATE OF Florida  
 COUNTY OF Leon

Sworn to and subscribed before me this 6<sup>th</sup> day of Feb, 2018.

Personally known ✓

[Signature]  
 NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of Florida

\_\_\_\_\_  
 (Type of identification)

My commission expires: Sept 18 2020

Wilonya Lawrence  
 Printed, typed or stamped commissioned name of



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.**



RFP Title: Request for Proposals for  
 Proposal 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:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <u>Bethel Empowerment Foundation, Inc.</u>	
Current Local Address: <u>428 W. Tennessee St.</u> <u>Tallahassee, FL 32301</u>	Phone: <u>850-329-2418</u> Fax: <u>850-329-2512</u>
If the above address has been for less than six months, please provide the prior address. <u>N/A</u>	
Length of time at this address:	
Home Office Address: <u>428 W. Tennessee St.</u> <u>Tallahassee, FL 32301</u> <u>Lucretia Sharon Collins</u>	Phone: <u>850-329-2418</u> Fax: <u>850-329-2512</u>
Signature of Authorized Representative	Date <u>2/6/18</u>

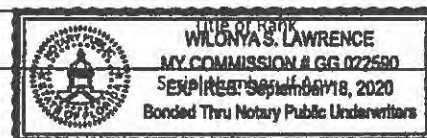
STATE OF Florida  
 COUNTY OF Leon

The foregoing instrument was acknowledged before me this 6th day of Feb, 2018  
 By Lucretia Collins of Bethel Empowerment Foundation  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
 a Florida Corporation, on behalf of the corporation. He/she 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

Wilona S. Lawrence  
 Signature of Notary  
Wilona Lawrence  
 Print, Type or Stamp Name of Notary



RFP Title: Request for Proposals for  
 Proposal Number: BC-XX-XX-XX-XX  
 Opening Date:

**NON-COLLUSION AFFIDAVIT**

I, Lucretia Shaw Collins of the city of Tallahassee according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Lucretia Shaw Collins  
 of the firm of Bethel Empowerment Foundation, Inc.  
 in response to the Request for Proposals for:

Intervention and community Re-Entry Program for Leon County, and that I executed the said proposal with full authority to do so.

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

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

Lucretia Shaw Collins  
 (Signature of Responder)

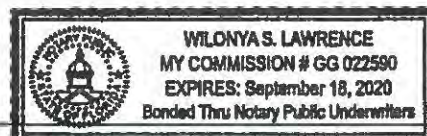
2/6/18  
 (Date)

STATE OF FLORIDA  
 COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Lucretia Shaw Collins who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 6th day of Feb, 2018.

Wilona S. Lawrence  
 NOTARY PUBLIC

My Commission Expires: Sept 18, 2020





RFP Title: Request for Proposals for  
Proposal Number: BC-XX-XX-XX-XX  
Opening Date:

**DRUG-FREE WORKPLACE FORM**

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

Bethel Empowerment Foundation, Inc.

(Name of Business)

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

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

Shirley Shaw Collins

Responder's Signature

February 5, 2018

Date

**FILED**  
**Apr 28, 2017**  
**Secretary of State**  
**CC9407998082**

**2017 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N96000000773

**Entity Name:** THE BETHEL EMPOWERMENT FOUNDATION, INC.

**Current Principal Place of Business:**

428 WEST TENNESSEE STREET  
TALLAHASSEE, FL 32301

**Current Mailing Address:**

428 W. TENNESSEE STREET  
TALLAHASSEE, FL 32301 US

**FEI Number:** 59-3397468

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CUMMINGS, CAROLYN D  
462 W BREVARD ST  
TALLAHASSEE, FL 32301 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title CD  
Name MALOY, DORIS  
Address P.O. BOX 1835  
City-State-Zip: TALLAHASSEE FL 32304

Title SD  
Name THORNTON, GLENDA  
Address 1188 STONEY CREEK WAY.  
City-State-Zip: TALLAHASSEE FL 32317

Title TD  
Name SMITH, WILLIAM III  
Address 304 E. TENNESSEE ST  
City-State-Zip: TALLAHASSEE FL 32301

Title P  
Name HOLMES, JR, R.B. DR  
Address 224 N. MARTIN LUTHER KING JR.,  
BLVD.  
City-State-Zip: TALLAHASSEE FL 32301

Title VC  
Name HENDERSON, MARVIN J. DR.  
Address 6937 GRENVILLE ROAD  
City-State-Zip: TALLAHASSEE FL 32312

Title PROGRAM DIRECTOR  
Name COLLINS, LUCRETIA SHAW  
Address 1942 CELTIC ROAD  
City-State-Zip: TALLAHASSEE FL 32317

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** LUCRETIA SHAW COLLINS

**PROGRAM DIRECTOR**

**04/28/2017**

Electronic Signature of Signing Officer/Director Detail

Date

2017

**CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE**  
**LOCAL BUSINESS TAX RECEIPT**

2017

**TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2017**

**DBA:** DETHEL EMPOWERMENT FOUNDATION INC  
**Location:** 428 W TENNESSEE ST  
**Address:** Tallahassee FL 32301

**Account Number:** 83119

**Type Code:** 860    **Sub Code:** h    **Type Description:**  
Service - Miscellaneous

**BETHEL EMPOWERMENT FOUNDATION INC**  
**LUCRETIA COLLINS**

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)



# *Bethel Empowerment Foundation, Inc.*



Request for Proposal for  
Leon County  
Public Safety Coordinating Council  
Intervention and Community Re-Entry Program

**Proposal Number BC-02-06-18-15**

Pursuant to the directives established in the Request for Proposals for Intervention and Community Re-Entry Program, Proposal Number BC-02-06-18-15, the following information is provided to demonstrate why the Bethel Empowerment Foundation, Inc./Bethel Ready4Work-Tallahassee Reentry Program should be recommended as the strategy to address public safety issues in Leon County. This program will also assist in reducing criminal activity in the community and increase employability for individuals with criminal records.

In October 2017, the Board of County Commissioners of Leon County Florida earmarked funds to “establish a new program or expand an existing program that would provide services with the goal of enhancing public safety.” The commission charged the Public Safety Coordinating Council with evaluating and recommending strategies for the use of the reserve funds.

***Why are Funds Needed for Alternative Approach?***

In 2017, the Florida Department of Law Enforcement released its annual report and identified for the third consecutive year, that Tallahassee/Leon County had received the distinction of having the highest crime rate in Florida based on rankings compiled from the Uniform Crime Report (UCR). Although cautioned against using this data to compile rankings of communities because of the multiple variables to be considered -- at this time -- this is the only measurement available to indicate that our community is in a public safety crisis. Increased law enforcement presence is not adequately addressing the safety needs in certain sectors of the community.

During **Fiscal Year 2015-16**, Leon County residents, along with residents in the three surrounding counties, accounted for 2,940 inmates in Florida prisons at an average cost of \$19,577 per prisoner, per year. During that same fiscal year, a total of 923 inmates were released back into our communities:

	Total # of Inmates Incarcerated	Total # of Inmates Released
LEON	2,273	657
GADSDEN	407	158
JEFFERSON	110	48
WAKULLA	150	60
TOTAL	2,940	923

The 2014 *Florida Prison Recidivism Study* released in June 2015, states that, “Given that 87% of inmates housed in Florida prisons today will one day be released back into our communities, those responsible for the state’s planning and budgeting need to know the likelihood that an inmate who is released today will one day return to Florida’s prison system.” A *Pew Center* report shows the overall recidivism rate was approximately 43%; however, a recent report from the Bureau of Justice Statistics indicates an overall recidivism rate of nearly 50%.

When inmates enter prison, they are tested to determine their educational level in the form of a school grade level. According to 2015-2016 agency statistics, the median test score for the total inmate population was 7.3:

- 6.2 for Black males
- 6.4 for Black females
- 9.1 for White males
- 10.2 for White females
- 5.9 for Other males
- 7.3 for Other females



Tallahassee has invested in this reentry effort in the last two fiscal years. Leon County Sheriff Walt McNeil, who spearheaded reentry efforts while serving as Secretary of the Florida Department of Corrections, has established support of this program.

The Annual 2017-18 budget for the Bethel R4W Reentry Program is \$639,449 -- of which \$387,137 will be funded with state dollars. The program is responsible for securing funds from other sources (grants, city/county government, private donations, etc.) to ensure the program is fully funded and operational through the end of the fiscal year (June 30, 2018). With the approval of this grant, it is anticipated that additional direct services and financial incentives can be offered to clients who are experiencing challenges in their transformation. The program will also be able to expand the pool of clients eligible to participate and provide a second or maybe a third chance for an ex-offender to become a law-abiding, productive citizen in this community.

**Eligibility Criteria for enrollment in the Bethel R4W program:**

- 18 years or older
- Have contact with the Criminal Justice system – currently on probation with the Department of Corrections (DOC), have been released from a DOC facility within the last 3 years, OR been released from a county jail with a DOC number
- Pass initial and random drug tests
- Have not committed a sexual offense

**Benefits of the Program:**

- Life Skills/Career Development training for 4-6 weeks
- \$25 weekly stipend for class duration (anticipate offering stipend in February)
- Daily Lunch for those participating in Career Development
- Clothing for Class, Interviews, and Job Placement
- Case Management for 1 year
- Mental Health & Substance Abuse Counseling Services
- Life Coaching Mentoring for 1 year
- Emergency & Transitional Housing Assistance
- Star Metro and Big Bend Transit Bus Passes
- \$50 gift card after graduation from Career Development (anticipate offering financial incentive in February)
- Job Placement Assistance (resume writing and intense interview training)
- \$75 incentive after 90 continuous days on job

**Bethel Ready4Work Performance Measures from Inception -- November 7, 2016 through January 31, 2018:**

- 102 clients enrolled and received services during this timeframe - Breakdown by RACE and SEX

	Female	Male	Total
African American	23	56	79
Caucasian	10	11	21
Hispanic	1		1
Other		1	1
Total	34	68	102



Country Inn & Suites  
DISC Village, Inc. (drug & substance abuse counseling services)  
Dollar Tree Stores, Inc.  
Dynamic Workforce Solutions  
EYE I-DEALS Optical (eye examinations and eyewear for clients)  
FAMU Department of Sociology and Criminal Justice, Intern  
FAMU TRIO Center for GED Assistance  
FSU Center for Criminology & Public Safety Research (offers grant-writing assistance)  
Full Press Apparel (Warehousing/Manufacturing)  
Goodwill Industries of the Big Bend (GED program)  
Grace Mission, clothes closet and emergency food  
The Important Place Salon (hair care services for clients)  
Kearney Center, emergency housing and meal assistance  
Ken Wammack Lawn Care Services  
Leon County Sheriff's Office (financial support)  
Leon County Tax Collector's Office (Customer Service employment)  
The Living Harvest (referrals)  
Living Stones International (assist children of incarcerated parents)  
Madison Social (Restaurant)  
Mercy House (referrals)  
Miracle Hill Nursing Home  
Nefetari's (Restaurant)  
Pinky's Moving & Storage  
Pizza Hut  
Popeye's  
Prime Time Lounge & Restaurant  
REFire Culinary Program (offers training and employment opportunities for R4W clients)  
South Monroe Animal Hospital  
Taco Bell (Restaurant)  
Tallahassee Democrat  
Tallahassee Memorial Healthcare Hospital (financial support)  
Tallahassee Memorial Transition Center (offers health insurance and medical services to clients)  
Tradesmen International (solar installation)  
WTWC-NBC 40, ETWC-FOX49 and WTLF-CW  
Westgate Housing Community (transitional housing)  
Zaxby's (Restaurant)

Many of these offenders were being released still suffering from substance abuse and/or mental health problems, inadequate educational training, a lack of affordable housing, or had no meaningful job training skills – simply, they were ill-equipped to survive. Dr. Holmes stated that the church was spiritually and morally obligated to offer support “for the least of these” and that we should reclaim the lives of these individuals and their families...our families!

In 2015, the Bethel Empowerment Foundation, Inc. (BEF), accepted the challenge and developed a plan to present to the Florida Legislature seeking assistance to address this particular need in our community. This plan provided job training, job placement opportunities (partnering with the business community), and other support services, including mental health and substance abuse services, educational training, family reunification and transitional housing assistance.

While designing our reentry plan, we were introduced to a nationally-recognized, evidenced-based reentry franchise in Jacksonville, Florida with a similar mission. Operation New Hope, Inc. (ONH) had been applauded by former Presidents George W. Bush, Bill Clinton, and Barack Obama as a model for providing ex-offenders jobs and reducing recidivism significantly below state and federal re-incarceration rates. Kevin Gay, CEO/Founder of ONH was invited to present the program to the Board of Directors of the Bethel Empowerment Foundation, Inc. and on August 11, 2015, the board voted unanimously to invest in this venture to replicate this national model and bring to the Tallahassee community what is now known as the **Bethel Ready4Work-Tallahassee Reentry Program**.

In January 2016, the Board of Directors moved forward in becoming contractually obligated to replicate ONH’s model. During the 2016 legislative session, the Florida Legislature approved and the Governor supported our efforts to receive state funds to implement the program working in conjunction with the Florida Department of Corrections. In September 2016, the City of Tallahassee demonstrated support by voting unanimously to offer financial assistance, as well.

October 2016 was declared “Ready4Work Emphasis Month” at Bethel Missionary Baptist Church in recognition of the 146<sup>th</sup> Anniversary of the Church and the 30<sup>th</sup> Anniversary of Pastor Holmes. During that month, the membership made a significant financial commitment in support of the program.

On November 7, 2016, the **Bethel Ready4Work-Tallahassee Reentry Program** was launched.” Our clients participate in a 4-6 week career development training course that focuses on employment and life skills. They receive case management, life-coaching, job training and job placement assistance. Ready4Work-Tallahassee has also collaborated with community organizations that provide mental health and substance abuse services and transitional housing. We work with the criminal justice community to help identify persons eligible for the program, and with the support of the business community, we are able to offer employment opportunities, which motivate the clients to become law-abiding, productive, tax-paying citizens of the community.

The success of the Bethel Ready4Work-Tallahassee Reentry Program improves public safety, significantly reduces the recidivism rate, strengthens, saves and sustains families, provides hope and direction to offenders, and reduces local, state, and federal incarceration budgets thereby saving millions of tax dollars.

ID, educational needs (GED or diploma), family issues, etc. He meets with the client throughout his/her time in the program.

- In the first week of enrollment, the Job Coach meets with the client to conduct a Forecast which documents his previous employment history, if any, and assists him in looking at options for future employment. After the client completes or graduates from Career Development, the client transitions to Completers Class where the Job Coach works to further prepare him for job interviews, critical thinking strategies, resume writing, schedules job interviews and takes the client on his first interview. A drug test is administered prior to all interviews.
- The Business Development Manager (BDM) works with the Job Coach in the Employment Service Department, cultivates relationships with the business community, and establishes partnerships with employers willing to interview clients and offer job opportunities. It is critically important that there is a “fit” for both the client and the employer.

The administrative staff include the Program Director who has oversight authority for the management of the program. The Administrative Assistant provides clerical support for the overall operation of the program and serves as the Resource Specialist to assist clients with personal needs. She handles scheduling for mental health and substance abuse services, secures care packages for clients, at the request of the Case Manager, and orders and picks up daily lunches for clients in Career Development training. She also oversees distribution of clothes from the clothes closet.

**G. Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals to be assigned to this project at peak.**

Presently, there are seven full-time employees working in the Ready4Work program (2 administrative and 5 professional staff). Each staff has assigned duties and responsibilities specifically geared to preparing each client for transition into the workforce, therefore all staff will be assigned to this project.

**H. Names and descriptions of major projects for which the firm is presently under contract.**

The Ready4Work-Tallahassee Reentry Program is the only project administered under contract with the Florida Department of Corrections.

**I. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.**

Not Applicable.

**L. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.)**

- 1) Name and location of the project
- 2) The nature of the firm's responsibility on this project
- 3) Project Owner's representative name, address and phone number
- 4) Project user agency's representative name, address and phone number
- 5) Date project was completed or is anticipated to be completed
- 6) Fee for this project
- 7) Project manager and other key professionals involved and specify the role of each.

The Bethel R4W Reentry Program has been operational for 15 months and is the only project administered by the Bethel Empowerment Foundation, Inc. The program is modeled after a nationally recognized reentry program (Operation New Hope Ready4Work in Jacksonville, Florida that has been in existence for 19 years). The entire staff will provide direct services to each client enrolled in the program.

**M. Describe how you would approach this project and outline the specific services to be provided.**

The Bethel Ready4Work-Tallahassee Reentry Program (Bethel R4W) is a proven, replicated reentry model, which provides job training, job placement opportunities, and other support services for inmates, offenders on community supervision, and recently released ex-offenders transitioning into the community and workforce of Leon, Gadsden, Jefferson and Wakulla counties.

The primary objective of this program is to significantly reduce the recidivism rate in the Big Bend community (Leon, Gadsden, Jefferson and Wakulla Counties) by training and assisting ex-offenders in finding employment. The success of this program will cultivate a safer community, save tax dollars that would otherwise be spent on incarceration and/or repeat criminal offenses, offer hope and direction to inmates and ex-offenders to live a productive life, and strengthen, save, and sustain families of inmates and ex-offenders.

Persons entering the R4W program as a result of the county funding will be afforded the same opportunities as others receiving services. Offenders who are 18 years of age, drug-free, actively on probation, have not been released from incarceration for more than three (3) years, and who have not committed a sex offense, may be deemed eligible for the one-year program.

- An intake process determines eligibility after criminal background and arrest data are reviewed. If deemed eligible, a drug test is done and Orientation scheduled.
- The client enters a 4-6 week Career Development (CD) class which includes a 29-module training from conflict resolution, resume writing, mock interviews, critical thinking, etc.
- While participating in the class, the client is assigned a Case Manager who prepares a Plan of Care and determines what the client's personal needs are which may include transitional housing, food assistance, ID cards, transportation, personal items ...
- A mental health & substance abuse assessment is conducted to determine the therapy treatment needs of the client.



requires documentation of each contact or touchpoint with the client. Management reports will be reviewed daily, weekly, and monthly to ensure activity outcomes and timeliness of services.

**Q. Describe how the team will implement project control systems for time, budget, and quality for this project.**

See above. Additionally, process procedures established by the model reentry program, Operation New Hope, will be adhered to and closely monitored by program management. The Program Director will strictly monitor budget line items on a daily, weekly, and monthly basis. An independent auditor will be used, as required.

**R. Complete and submit the following included forms**

- Proposal Response Cover Sheet
- Insurance Certification Form
- Equal Opportunity/Affirmative Action Statement
- Certification Regarding Debarment, Suspension, and other Responsibility Matters
- Primary Covered Transactions
- Affidavit Certification Immigration Laws
- Local Vendor Certification (if applicable)

**Lucretia Shaw Collins**

1942 Celtic Road  
Tallahassee, Florida 32317  
(850) 322-3427 (cell)

**Professional Experience****October 2016 – Present****Program Director****Bethel Ready4Work-Tallahassee Reentry Program, Tallahassee, FL**

- Manages and directs all activity in the planning, development, implementation, monitoring and supervision of the Bethel Ready4Work-Tallahassee Reentry Program.
- Ensures that all departments within Ready4Work function in a manner that satisfies contractual obligations. Generates timely and accurate reports on the status of program operations and communicates to clients, staff, executive team, and board of directors.
- Participates in the budgetary process. Communicates the plan to staff for implementation.
- Identifies potential customers, influencers and decision makers in the community in order to build relationships, raise level of company name recognition and communicate company results. Develops new business opportunities. Tracks and reports on activities to attract new customers/businesses.
- Proficient in using technology as a management reporting tool and experience working with information technology staff to develop and implement program evaluation systems.
- Strong project management skills managing complex, multifaceted projects resulting in measureable successes and program growth.
- Coordinates activities on behalf of the Board of Directors of the Bethel Empowerment Foundation, Inc.
- Represents the Foundation before the Florida Legislature, the Department of Corrections, and the Executive Office of the Governor.

**November 2015 – October 2016****Consultant/Lobbyist****Bethel Empowerment Foundation, Inc., Tallahassee, FL**

- Coordinated the planning and establishment of the Bethel Ready4Work-Tallahassee Reentry Program.
- Consulted the Board of Directors in creating a partnership with the parent company, Operation New Hope Reentry Program, Jacksonville, FL.
- Represented the Foundation before the Florida Legislature, the Department of Corrections, and the Executive Office of the Governor.

The duties and responsibilities of a **Staff Director** in the Florida House of Representatives are virtually the same from one committee to another with the exception of when the committee is under the jurisdiction of a council versus serving as a standing committee with subcommittees. I have served as a Staff Director of a committee within the Florida House of Representatives since 1986. The responsibilities included the following:

- Prepared written plans for council and committee chairs and council director that contained committee projects, timetables, staff assignments, committee meeting summaries, briefing packets, etc.
- Planned, supervised, and reviewed the research, drafting, and analysis of legislation, bill analyses, and amendments initiated by and referred to the committee.
- Planned, assigned, directed, and edited the preparation of interim projects and other major committee documents as approved by leadership.



- Consulted and maintained communication with the assigned executive agencies (Executive Office of the Governor, Department of Health, Agency for Health Care Administration, Department of Business & Professional Regulation, and the Department of Agriculture & Consumer Services).
- Maintained communication with lobbyists and the general public regarding issues within the committee's jurisdiction.
- Supervised and reviewed the preparation of speeches, position papers, and written communication to and for legislators and the public.
- Communicated with federal, state, and local agencies regarding professional regulatory and consumer issues.
- Attended conferences, conventions, and other statewide meetings
- Periodically evaluated staff on work performance.

#### **October 2006 – August 2013**

##### **Staff Director**

##### **Committee on Energy, Economic & Natural Resources Council**

- Assisted in the coordination of the "Symposium on the Science and Technology of Global Warming"

#### **November 2004 – October 2006**

##### **Staff Director**

##### **Future of Florida Families, Health & Families Council**

- Planned and organized a series of Public Hearings around the state to discuss child abuse and neglect.

#### **November 2002 – November 2004**

##### **Staff Director, Health Care Committee**

Subcommittee on Health Care Licensing

Subcommittee on Health Care Services

- Staff Director, Select Committee on Access to Affordable Health Care

#### **December 2000 – November 2002**

##### **Staff Director**

##### **Committee on Health Regulation, Council on Healthy Communities**

#### **November 1998 – December 2000**

##### **Staff Director**

##### **Committee on Health Care Licensing & Regulation, Health & Family Services Council**

#### **January 1997 – November 1998**

##### **Staff Director, Committee on Business Regulation & Consumer Affairs, Economic Impact Council**

#### **December 1992 – January 1997**

##### **Staff Director**

##### **Committee on Business & Professional Regulation, Florida House of Representatives**

Subcommittee on Professional Regulation (medical practitioners)

Subcommittee on Business Regulation (non-medical practitioners)

Subcommittee on Utilities and Telecommunication

Subcommittee on Oversight & Investigations ('94-'96)

Supervised a staff of 7-12 persons with similar administrative responsibilities as listed above with the following additions:

- ✓ Supervised the preparation and staffing of full and subcommittees.
- ✓ Provided technical assistance to legislators and their constituents regarding utility issues.

- ✓ Attended and participated in state and national conferences.
- ✓ Consulted and maintained communication with the Public Service Commission, the Public Counsel's Office and lobbyists directly affected by issues with the committee's jurisdiction.

**January 1989 – November 1992, Staff Director, Committee on Corrections, Probation & Parole, Florida House of Representatives**

- Subcommittee on Prison Construction & Operations
- Subcommittee on Classification & Reorganization
- Subcommittee on Oversight ('88-'90)

Supervised a staff of 6 persons with similar administrative responsibilities as listed above with the following additions:

- ✓ Consulted and maintained communication with the Department of Corrections, the Florida Parole & Probation Commission, the Florida Sheriff's Association and lobbyists directly affected by issues within the committee's jurisdiction.

**November 1986 – December 1988, Staff Director, Committee on Housing, Florida House of Representatives**

- Subcommittee on Affordable Housing
- Subcommittee on Farmworkers' Housing

Supervised a staff of 4 persons with similar administrative responsibilities as listed above with the following additions:

- ✓ Consulted and maintained communication with the Department of Community Affairs, the Florida Housing Finance Agency, the local housing authority in each county and lobbyists directly affected by issues within the committee's jurisdiction.

**January 1985 – November 1986, Assistant Policy Director/Executive Assistant, Office of the Senate President, Florida Senate**

- ✓ Reviewed and tracked all Senate legislation to advise the President, Policy Director, and Staff Director of the Rules & Calendar Committee of the perceived political and fiscal implications.
- ✓ Served as liaison with Senate legislative committees in reference to the President's priority legislation and other matters of interest to the administration.
- ✓ Reviewed all Senate floor amendments to alert leadership on matters of interests.
- ✓ Monitored priority and potentially controversial legislation to inform the President and Policy Director of action taken in committees.
- ✓ Briefed the President on a weekly basis (during the legislative session) on Senate and House committee and floor actions to prepare for Friday press/news conferences.
- ✓ Monitored selected interim projects to keep administration apprised of developments.
- ✓ Prepared and assisted in the drafting of speeches for the President.
- ✓ Developed a computerized bill tracking system for monitoring legislation, including a daily update of selected bills.
- ✓ Produced post-session, detailed, indexed reports for the President within days of the conclusion of the 1985 and 1986 sessions, including legislative appropriations for various projects and programs.

**January 1979 – December 1984, Legislative Analyst I and II, Committee on Ethics & Elections, Florida House of Representatives**

- ✓ Researched, analyzed, and drafted legislation relating to Election Administration laws, the Resign-to-Run law, Recall Procedures for municipalities and districts, the Petitioning method of qualifying for public office, and other election-related areas.
- ✓ Gathered, tabulated, and analyzed data collected from the county Supervisors of Elections to determine the fiscal impact of proposed legislation.
- ✓ Served a lead staff to the Election Administration Subcommittee.

- ✓ Prepared reports relating to the "Federal Overseas Voting Rights Act," "A Historical Perspective of Florida election Laws," "Absentee Balloting," and "Second Primary Elections."
- ✓ Attended state elections conventions and regional meetings representing the committee.

**January 1975 - December 1978, Legislative Research Assistant II and III, Committee on Elections, Florida House of Representatives**

- ✓ Performed highly independent research activities for the legislative committee.
- ✓ Worked with the Auditor General's Office in developing the statistical procedures for randomized petition signature verification.
- ✓ Served on the Drafting Committee that rewrote and reorganized the Florida Election Code in 1977 (Chapters 97-106, F.S.).
- ✓ Served as lead staff to the Campaign Procedures and Election Administration Subcommittees.
- ✓ Compiled and interpreted election data for dissemination to various legislators, associated agencies, and the public.
- ✓ Prepared reports relating to "An Alternative Source of Names for Jury Selection" and "The Resign-to-Run Law" and drafted corresponding legislation.
- ✓ Attended election conventions and meetings representing the committee.

**September 1974 - December 1974, Graduate Assistant, Florida A & M University, Health & Physical Education Department, Tallahassee, Florida**

**August 1973 - June 1974, Health Education Instructor, Oak Ridge Senior High School, Orlando, Florida**

**Educational Background**

December 1980	Master of Science Public Administration Florida State University
August 1973	Certified Corrective Therapist Veterans Administration Hospital Tuskegee Institute, Alabama
June 1973	Bachelor of Science Health & Physical Education Florida A & M University

**Affiliations**

- 1988 to 1994 Appointed by various Speakers of the House of Representatives to serve as support staff to the following national organizations:
- Criminal Justice Committee of the Assembly on the Legislature of the National Conference of State Legislatures.
  - Science, Energy & Environmental Resources Committee of the Assembly of the Legislature of the National Conference of State Legislatures.
  - Energy Committee of the Southern Legislative Conference of the Council of State Governments.

**Bethel Missionary Baptist Church**

- Chair of the Social Justice Ministry
- Member of the Bethel Family Life Center Advisory Committee, Secretary
- Member of the BEST Ministry (Bethel Educational Support Team)

- Member of the Bethel Inspirational Church
- Coordinated and conducted Candidate Forums for county and municipal elections
- Served as Chair of the At-Large Nominating Committee
- Served as Chair of the State, County, and City Employees' Emphasis Celebration
- Served as Chair of the Legislative Appreciation Sunday

**REFERENCES AVAILABLE UPON REQUEST**



K.

**Debra Reshard**

15171 Casland Trail, Tallahassee, Florida 32309

Phone: (850) 567-7986

Email: Dreshard03@yahoo.com

**Bethel Ready4Work-Tallahassee Reentry Program**

October 2017 - Present

Administrative Assistant

This position is responsible for the following:

- Answering phone and greeting visitors
- Assist with drug testing
- Schedule Mental Health/Drug Abuse Assessment
- Provide lunch for clients each day
- Assist Budget Consultant with timesheets
- Assist with providing clients with bus passes
- Schedule Executive Board Meetings
- Purchase of office supplies
- Responsible for maintenance of office equipment
- Assist clients in completing community service hours
- Performing other required duties within the office.

**Florida House of Representatives**

March 1995 May 2016

Senior Administrative Assistant

This position was responsible for the following:

- Answering phone and greeting visitors;
- Preparing meeting notices and agendas;
- Drafting Committee Bills (PCBs);
- Assist staff with bill analyses and other related materials;
- Drafting amendments on bills and bill analyses;
- Preparing committee notebooks and materials for committee meetings;
- Calling roll call at meetings and recording votes on bills;
- Assisting Chair with attendance records at meetings;
- Preparing reports on bills after committee meetings;
- Performing other required duties within the office.

**Debra Reshard**

15171 Casland Trail, Tallahassee, Florida 32309

Phone: (850) 567-7986

Email: Dreshard03@yahoo.com

**State University System to Florida Board of Regents**

January 1981 – March 1995

Word Processing Supervisor/Administrative Secretary

This position was responsible for the following:

- Answering phones and greeting visitors;
- Preparing charts, reports, bargaining notes and letters;
- Preparing travel arrangements and reimbursements for staff;
- Supervising other word processors, prioritized work assignments and;
- Performing other duties as necessary.

**Department of Insurance**

September 1979 – January 1981

Secretary II

This position was responsible for the following:

- Typing from transcribing machine;
- Typing handwritten correspondence;
- Answering phone and greeting visitors;
- Preparing travel arrangements and reimbursements for staff and;
- Performing other related duties as needed.

**Department of Education**

February 1978 – September 1979

Clerk Typist II

This position was responsible for the following:

- Answering phone and greeted visitors;
- Typing from transcribing machine;
- Typing handwritten correspondence for analyst;
- Performing other related duties as needed.

**Education**

Florida A&amp;M University

Enrichment Courses

Jefferson County High School

Monticello, Florida

High School Diploma

**References**

Upon request



K.

1266 Ocala RD ♦ Tallahassee, Florida, 32304 ♦ 850.210.9684 ♦ Lockh123@gmail.com

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### **EDUCATION**

Florida A&M University  
Bachelor of Science: Social Work

Tallahassee, FL  
01/15 – 12/17

Tallahassee Community College  
Associate of Arts

Tallahassee, FL  
08/11 – 08/13

### **EXPERIENCE**

**Bethel Ready4Work-Tallahassee Reentry Program, Tallahassee, FL**

**09/17 - Present**

Intake Specialist

- Recruits and Informs prospective candidates about the program;
- Completes an Intake Questionnaire for each candidate;
- Collects required documentation and scans information into ETO;
- Conducts background checks and validates background information to determine candidate eligibility.

**FAMU Office of Access and Opportunity, Tallahassee, FL**

**02/17 – 05/17**

Administrative Assistant

- Audited and prepared weekly reports for upper management, including market and sales trends;
- Assisted with reporting of progress by administration to ensure fulfillment of contractual obligations of management;
- Gathered and analyzed data and information from department and provider sources;
- Assisted in developing documentation for special projects and preparing reports.

**Waldoch & McConaughay Law Firm, Tallahassee, FL**

**08/16 - 02/17**

Clerk

- Attended initial intake document meetings to conduct Sign In's with Lawyers as a witness;
- Provided assistance with database entry;
- Mailed out letters and other correspondence to clients;
- Answered and directed calls to Lawyers.

**TCC Admissions and Enrollment Services, Tallahassee, FL**

**08/13 – 08/16**

OPS

- Worked with event planners and teaching minors, regarding associated travel and logistical arrangements;
- Assisted senior recruiting staff with career fairs and recruiting events;
- Established positive rapport with all students and parents through face-to-face contact, tours, and orientation;
- Fostered meaningful and effective relationships among students, parents, and teachers.

**ACTIVITIES AND LEADERSHIP****FAMU (Present)**

- Voted as Mr. Social Work of Student Social Work Program (2015 – 2017)
- Outreach Campus Community Development Chair (2015-Present)

**Department of Children & Families Community Service Event Chair Volunteer (2017)**

- Planned a series of social events to interact with our Teens
- DJ parties
- Hosted events

**Gretna Killearn Methodist Outreach Program (2016)**

- After school tutoring
- Coached various sports
- Counseled youth and teacher aid in class
- Transported youth to and from as needed.

K.

mylah1.robinson@gmail.com  
 (954) 793-0592

**Permanent Address**  
 420 SW 15<sup>th</sup> CT  
 Deerfield Beach, FL 33441

**Local Address**  
 2626 E Park Ave, Apt 2306  
 Tallahassee, FL 32301

### **OBJECTIVE**

To obtain a full-time job in a challenging and fast-paced professional environment that will enhance my oratorical, analytical reasoning, and time management skills.

### **EDUCATION**

Florida A & M University  
 Master of Applied Social Science: Criminal Justice

Tallahassee, FL  
 06/16 – 08/17

Florida Atlantic University  
 Bachelor of Science: Criminal Justice

Boca Raton, FL  
 01/13 – 05/15

Florida A & M University  
 Associate of Arts: Criminal Justice

Tallahassee, FL  
 08/10 – 12/11

### **LEADERSHIP EXPERIENCE**

National Association of Blacks in Criminal Justice, Member, National Pan Hellenic Council, President, Sigma Gamma Rho Sorority, Inc., President, Vice President, SISTUHS, Inc., Secretary, Hatchett Pre-Law Society, Secretary, AVOR, Secretary, NAACP, Member, Broward Youth Coalition, Secretary, Teen Leader, Drug Free Youth In Town, President, Secretary of the Year, '08-'09, South Florida Leadership Training Camp, Camp Eagle-Advanced Leadership Training Camp, Global Young Leaders Conference, Presidential Youth Inaugural Conference, National Young Leaders State Conference, National Young Leaders Conference, President's Leadership Experience, Owl Leaders Eat Last, iLead, VPSA Advisory Board, Learn 2 Lead, Who's Who Among American High School Students

### **COMMUNITY SERVICE ORGANIZATIONS & ACTIVITIES**

Livingstones International, Volunteer, FAMU Day Care Center, Volunteer, Character Center, Volunteer, FAMU Campus Rec, Volunteer, Student Government Association, President, Secretary, Senator, Kids In Distress, Volunteer, National Thespian Society, Member, Office of Students with Disabilities, Volunteer Note Taker, Farm Share Volunteer, Planned Parenthood Advocate and Volunteer, SAVI, Volunteer, Office of Diversity and Multicultural Affairs, Volunteer

### **EXPERIENCE**

<b>Bethel Ready4Work</b>	<b>Tallahassee, FL</b>	<b>Career Development Instructor</b>	<b>10/16-Present</b>
<ul style="list-style-type: none"> <li>Leads the classes, presenting 29 topics and ensuring the material is presented in a manner understood by the clients and allows them to become proficient in the concepts presented;</li> <li>Develops relationships with clients to better identify their strengths, weaknesses, and motivators;</li> <li>Keeps clients focused and driven for an extended periods of time;</li> <li>Assesses client's readiness for career development graduation and transition into employment services;</li> <li>Conducts mock interviews to assess retention of employability skills;</li> <li>Observes clients and discusses any unusual behavior or situations with their case manager;</li> <li>Enters class attendance, behavior, dedication, participation and related notes in ETO daily.</li> </ul>			
<b>Bethel Ready4Work</b>	<b>Tallahassee, FL</b>	<b>Marketing, Grant Research, and Life Coach Intern</b>	<b>05/17-08/17</b>
<ul style="list-style-type: none"> <li>Developed and implemented procedures for identifying advertising needs;</li> <li>Arranged and Created PSA's for TV, Radio, and Newspapers;</li> <li>Recorded and produced radio advertisements;</li> </ul>			

References Available Upon Request

Exhibit B: Vendor Response  
**Mylah Kate Robinson**  
mylah1.robinson@gmail.com  
(954) 793-0592

Attachment #1  
Page 71 of 76

K.

- Oversaw reporting requirements for grants and contracts;
- Analyzed new strategies for program funding;
- Identified and recruited Life Coach Volunteers on an ongoing basis;
- Verified Life Coach candidates meet eligibility requirements;
- Conducted Life Coach Training Sessions;
- Matched Life Coaches and Clients upon request;
- Entered notes and actions into ETO database;
- Updated staff of relevant issues at weekly Ready4Work staff meetings;
- Created Supplemental Documents;
- Attended events on behalf of the agency for promotion.

<b>Institute for Intergovernmental Research</b>	<b>Tallahassee, FL</b>	<b>VRN- Program Support Assistant</b>	<b>08/16-10/16</b>
<ul style="list-style-type: none"> <li>• Provided assistance with development of program materials;</li> <li>• Assisted with data entry and maintenance of databases;</li> <li>• Helped prepare documents and presentations;</li> <li>• Managed online resources;</li> <li>• Made travel arrangements;</li> <li>• Conducted online research on criminal justice matters.</li> </ul>			
<b>Transworld Business Advisors</b>	<b>Fort Lauderdale, FL</b>	<b>Administrative Assistant</b>	<b>10/15-06/16</b>
<ul style="list-style-type: none"> <li>• Filed, processed, and uploaded documents and information into a computer system and websites;</li> <li>• Fostered an upbeat and positive work environment;</li> <li>• Utilized the fax and copy machine;</li> <li>• Researched information about various businesses;</li> <li>• Published and Promoted business listings on a variety of websites;</li> <li>• Updated and Created business listings;</li> <li>• Communicated with Incoming/Outgoing Calls by answering, transferring, and noting phone calls;</li> <li>• Ordered and maintained corporate and franchisee office marketing supplies;</li> <li>• Retrieved, sorted, and distributed all mail, packaging, and postage;</li> <li>• Greeted and initially welcomed clients.</li> </ul>			
<b>Jim Moran &amp; Associates</b>	<b>Deerfield Beach, FL</b>	<b>Cancellation Contractor</b>	<b>06/15-10/15</b>
<b>Capital Business Solutions</b>	<b>Deerfield Beach, FL</b>	<b>Administrative Assistant</b>	<b>10/14-05/15</b>
<b>Fresh Air Fund</b>	<b>Fishkill, NY</b>	<b>Camp Counselor</b>	<b>06/14-08/14</b>
<b>Whole Foods Market</b>	<b>Boca Raton, FL</b>	<b>Prepared Foods - Front Line Deli</b>	<b>01/13 – 06/14</b>
<b>Florida Atlantic University</b>	<b>Boca Raton, FL</b>	<b>Homecoming Assistant Director</b>	<b>03/13-12/13</b>
<b>Office of the Public Defender – 2<sup>nd</sup> Judicial Circuit</b>	<b>Tallahassee, FL</b>	<b>Juvenile &amp; Checks Division - Investigative Intern</b>	<b>09/12 – 12/12</b>
<b>Florida A &amp; M University</b>	<b>Tallahassee, FL</b>	<b>Annual Giving Fund- Student Caller</b>	<b>09/11-10/12</b>

### **CERTIFICATIONS & COMPUTER SKILLS**

TABE Administrator Certified, 50 wpm, Microsoft Office MS Word, MS Excel, MS Powerpoint, MS Outlook, JIS, CourtView, DraftOnce, BoxNet, Google Drive, Mail, Cloud, Calendar, Sites, Google+, Scholar, Fusion Tables, DropBox, ACT!, SalesForce, BBF, SunBiz, SalesForce, Epicor, EMS, Adobe Photoshop, ETO

**References Available Upon Request**

K.

**Jaworski Vance**

P. O. Box 10152; Tallahassee, FL 32302  
mrvance@yahoo.com • (850) 408-2825

**Public Administrator, Business Developer, Team Builder, Consultant, and Coach**  
*Provide spirited leadership, teambuilding, quantitative research, innovative thinking, strategic planning, and administrative support that motivates people, improves operating efficiency, expands capacity, and creates synergy to move organizations closer to fulfilling their missions.*  
**Strategic Planning || Leadership || Program Evaluation || Research || Administration**

**QUALIFICATIONS SUMMARY**

- Public administrator with over 20 years of combined experience in public finance, investments, entrepreneurship, program management, and non-profit management.
- Public servant known for commitment to underserved populations, communication skills, versatility, integrity, strategic thinking, business acumen, and administrative expertise.
- Life coach and mentor known for helping people reach their full purpose and potential.

**PROFESSIONAL EXPERIENCE**

**10/2016 – Present**                      **Case Manager**                      *Ready 4 Work - Tallahassee*  
Assist ex-offenders with reentry into society through employment assistance, mental health counseling, substance abuse counseling, housing, and ongoing life coaching and professional development.

**12/2015 – Present**                      **Principal**                      *Vance Strategies, LLC*  
Manage business responsible for small business consulting, marketing, and strategic planning.

**1/2016 – Present**                      **Founder**                      *Fathers, Brothers, and Sons Inc.*  
Developing nonprofit concerned with addressing fatherlessness by integrating men of faith across the community to serve sons from fatherless homes.

**3/2008 – Present**                      **Partner**                      *Quick Accounts Small Business Consultants, LLC*  
Manage business responsible for tax preparation and small business consulting.

**7/2014 – 12/2015**                      **Project Specialist**                      *Leon County Schools – 50 LARGE*  
Assist program with grant proposals, performance reporting, and database management, stakeholder development, program evaluation, and program design. Developed database, presentations, and reports to improve program performance. Created a strategic plan and quarterly newsletter for expanding outreach efforts.

**10/2005 – 5/2014**                      **Program Manager**                      *Clerk of Circuit and County Courts*  
Managed the Leon County Tax Deed program. Conducted quality control and compliance reviews, financial analysis, stakeholder collaboration, and customer service. Interfaced daily with management, external government agencies, attorneys, banks, and local citizens. Trained staff and improved collaborative relationships with other agencies.

**8/2002 – 6/2005**                      **Internal Auditor/Investigator**                      *Florida A & M University*  
Performed investigations, management advisory services, and other accountability activities used to ensure efficient business operations. Researched, reported, and resolved numerous complaints



K.

**Jaworski Vance**

P. O. Box 10152; Tallahassee, FL 32302  
mrvance@yahoo.com • (850) 408-2825

filed through the "Whistleblower" and "Get Lean" hotlines. Collaborated with upper-level management to identify and resolve control weaknesses identified in investigative findings.

**11/2000 – 5/2002      Assistant Portfolio Manager      *Florida State Board of Administration***

Generated monthly, quarterly, and annual financial performance reports needed for the analysis of the \$11 billion international equity portfolio. Maintained various databases used to track performance of the international equity portfolio. Provided upper level management with written commentary of monthly emerging market activity. Fully implemented the international equity portfolio into attribution software (FactSet). Improved performance processing time by improving spreadsheet functionality.

**5/2000 – 11/2000      Loan Program Manager      *Florida Department of Transportation***

Managed the State Infrastructure Bank (SIB) loan program, which funded over \$250 million in state construction projects. Interfaced daily with Florida municipalities, legal department, and upper level management to administer a highly successful program. Developed financial strategies to maximize the use of SIB funds, and developed documentation for updating procedures relating to SIB funds.

**CORE COMPETENCIES**

Organizing	Performance Reporting	Research/Evaluation
Coaching	Finance	Strategic Planning
Training	Program Evaluation	Collaborating
Communication	Quantitative Analysis	Case Management
Team-Building	Proposal Writing	Leadership

**EDUCATION AND TRAINING**

Bachelor of Science in Economics

**Florida A & M University**, Tallahassee, FL, 1999

Master of Science in Public Administration – Emphasis in Nonprofit Management

**Florida State University**, Tallahassee, FL, 2014

Motivational Interviewing and Juvenile Justice Information System Certified

Department of Juvenile Justice, Tallahassee, FL, 2015

Certified in Sexual Risk Avoidance – Real Essentials Training

Live the Life Ministries, Tallahassee, FL, 2015

**Relevant Community/Volunteer Experience**

- Golf Tournament Coordinator for local nonprofits; Golf coach
- Mentor and life coach for young men and women throughout the community
- Volunteer Basketball Coach with YMCA and City of Tallahassee





850.329-2418

J.srobinson.080@gmail.com

JYNELLE ROBINSON / CQIA

HUMAN RESOURCES MANAGEMENT PROFESSIONAL

**PROFESSIONAL PROFILE** Innovative and accomplished human resources management professional with track record of success in human capital strategies, workforce development, operational oversight, quality improvement, labor relations, coaching, and organizational development. Collaborative professional, experienced in small, mid, and large-scale project management, including the management of cross functional teams. Adept at identifying training and developmental needs through job analysis, appraisal schemes and partnering with leadership. Skilled recruiter with exceptional retention rates, and critical thinker, adept at problem solving and informed decision making. Well versed in Title 6 & 7 areas of employment law as well as the Fair Labor Standards Act (FLSA).

**CORE COMPETENCIES**

- Recruitment and retention strategies yielding 90% and better retention rates for employers.
- Successful outcomes in Internal investigations, and investigation and formulation of defenses of Title 6 & 7 actions against employers
- Creating and fostering work environments of high morale.
- Certified Quality Improvement Associate (CQIA) with expert knowledge of quality management (QM) systems.
- Considering the costs of planned programs and keeping within budget to ensure a favorable return on investment.

**EXPERIENCE** LOCAL BUSINESS DEVELOPMENT MANAGER/HR COORDINATOR, READY4WORK-TALLAHASSEE, TALLAHASSEE, FL  
08/2017 to PRESENT

- Coordinating outreach activities to ensure job placements with businesses in the community.
- Performing job skills training with clients for successful workforce entry.
- Successful performance of HR management functions to develop a talented and cohesive work group.

PROGRAM DIRECTOR, TALLAHASSEE COMMUNITY COLLEGE-DIVISION OF WORKFORCE DEVELOPMENT, TALLAHASSEE, FL  
10/2015 to 01/2017

- Managing grant budget and related activities.
- Shaping a culture of innovation and responsiveness to meet the current workforce development needs of student and businesses.

WORKFORCE DEVELOPMENT PROFESSIONAL, BIG BEND JOBS AND EDUCATION COUNCIL, INC. (THE FEDERALLY FUNDED WORKFORCE DEVELOPMENT BOARD FOR LEON, GADSDEN AND WAKULLA COUNTIES), TALLAHASSEE, FL  
6/2012 to 1/2015

- Developing and implementing training curriculum and materials for career counselors Big Bend Region.
- Development, maintenance, and implementation of nationally-recognized training programs and materials for job seekers in Wakulla, Leon and Gadsden counties.

DIRECTOR OF HUMAN RESOURCES AND ADMINISTRATION, MAINLINE INFORMATION SYSTEMS, INC. (MAINLINE EMPLOY: MORE THAN 500 PEOPLE AND HAS OFFICES THROUGHOUT THE UNITED STATES AND IN BRAZIL), TALLAHASSEE, FL  
12/2010 to 10/2011

Hired to facilitate change management, through two corporate restructurings. Directed human resources management, an evaluated and analyzed the effectiveness of all human resources and administrative efforts.

- Reduced human capital costs by 10% over time with a more effective result.

HUMAN RESOURCES DIRECTOR, DISABILITY RIGHTS FLORIDA, TALLAHASSEE, FL  
2/2006 to 8/2010

- Recruited, trained, and retained staff (lawyers, advocates, case management, operational, and administrative) with 97% retention rate.
- Served as a key partner with corporate accounting in the budgeting process establishing training and development employee benefits, compensation, and employment legal budgets, and managed said budgets annually.

EDUCATION: FLORIDA STATE UNIVERSITY; BACHELOR OF SCIENCE, TALLAHASSEE, FL



# [READY 4 WORK]<sup>®</sup>

## TALLAHASSEE

### REENTRY . RETRAIN . REINTEGRATE.

12-month program designed to help you transition and succeed in life.

#### What We Provide and Expect from You

##### Week 1

Activity		Responsible Staff
Attend Orientation		Mr. Vance
Complete Mental Health Assessment		Mrs. Reshard
Attend Career Development Class		"Doctor" Robinson
Complete Plan of Care		Mr. Vance
Complete Forecast with Job Coach		Mrs. Robinson

##### Week 2

Activity		Responsible Staff
Schedule Mental Health/Substance Abuse Treatment if needed		Mrs. Reshard
Attend Career Development Class		"Doctor" Robinson
Follow up with CM concerning Plan of Care		Mr. Vance

##### Week 3

Activity		Responsible Staff
Schedule Mental Health/Substance Abuse Treatment if needed		Mrs. Reshard
Attend Career Development Class		"Doctor" Robinson
Follow up with CM concerning Plan of Care		Mr. Vance
Follow up with Job Coach concerning employment		Mrs. Robinson

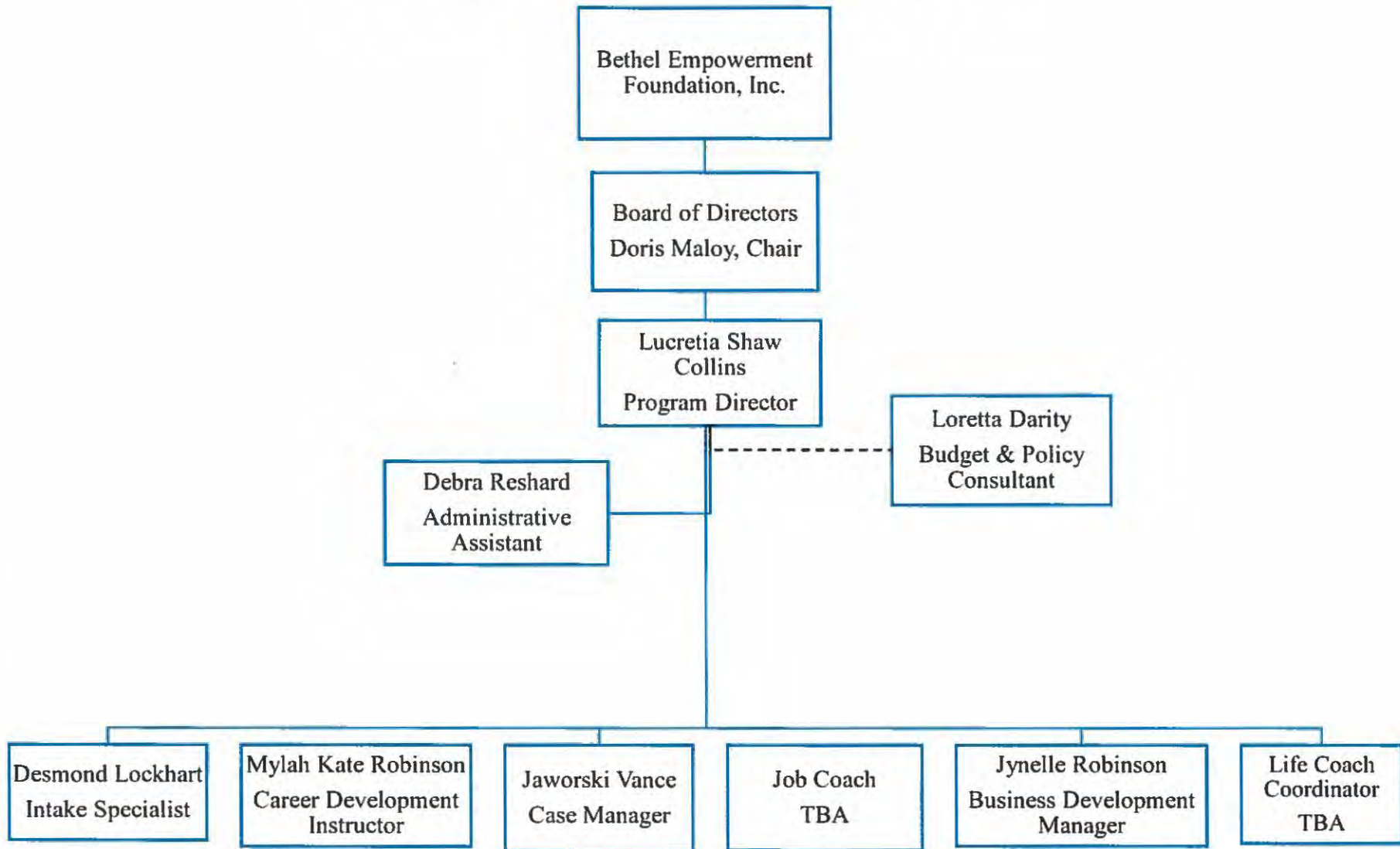
##### Week 4

Activity		Responsible Staff
Schedule Mental Health/Substance Abuse Treatment if needed		Mrs. Reshard
Attend Career Development Class		"Doctor" Robinson
Follow up with CM concerning Plan of Care		Mr. Vance
Follow up with Job Coach concerning employment		Mrs. Robinson



# Bethel Empowerment Foundation, Inc.

## Bethel Ready4Work-Tallahassee Reentry Program





# FISCAL YEAR 2017/2018 BUDGET AMENDMENT REQUEST

No: BAB18019  
Date: 3/8/2018

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 3/27/2018

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

## Request Detail:

### Revenues

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				

Subtotal:

### Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
001	991	59904	599	Contingency Crime Prevention	87,783	(87,783)	-
001	888	58252	569	Ready4work Program		87,783	87,783

Subtotal:

## Purpose of Request:

This budget amendment realigns funds from the crime prevention contingency in the amount of \$87,783 to support the Bethel Ready4work program. The Bethel Ready4work-Tallahassee is a re-entry program which identifies programmatic benefits to participants and includes employability skills training, job placement assistance, continuous screening for illegal drug use, mental health or substance abuse assessments, counseling services and transitional housing.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution ☐

Motion ☒

Administrator ☐



# Leon County

## Board of County Commissioners

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

### Commissioners

JOHN E. DAILEY  
District 3  
Chairman

NICK MADDOX  
At-Large  
Vice Chairman

BILL PROCTOR  
District 1

JIMBO JACKSON  
District 2

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

October 17, 2017

Bill Proctor, Chairman, Public Safety Coordinating Council  
Leon County Courthouse, 5<sup>th</sup> Floor  
301 South Monroe Street  
Tallahassee, Florida 32301

Dear Chairman Proctor, *Bill*

During its October 10, 2017 Workshop on Crime Statistics in Leon County, the Board of County Commissioners reserved one-time funding in the amount of \$87,793 and requested that the Public Safety Coordinating Council (PSCC) evaluate and recommend strategies that would enhance public safety through the use of these funds.

Based on the workshop discussion, the Board asked that the PSCC's recommendations consider specific social and economic concerns, such as substance abuse, the lack of life and job skills training, employment assistance and barriers to successful reentry into the community after incarceration as these factors may be contributing to criminal activity in Leon County.

Further, in considering the composition of the PSCC and its mission to manage the jail population, the Board would also support initiative(s) that serve to divert inmates suffering from a mental illness or homelessness from jail into appropriate housing with specialized supervision in the community.

As the Board's advisory body on criminal justice matters, we look forward to considering your recommendations that support our mutual and ongoing commitment to enhance public safety in our community.

Sincerely,

A handwritten signature in cursive script, appearing to read "John E. Dailey".

John E. Dailey  
Chairman, Leon County Board of County Commissioners

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**



# Leon County Board of County Commissioners

## Agenda Item #17

March 27, 2018

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator  
**Title:** Funding Request to Support Over the Edge-Tallahassee

<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>	Andy Johnson, Assistant to the County Administrator Sara Pratt, Management Intern

### **Statement of Issue:**

As requested by the Board, this agenda item considers providing \$10,000 for Leon County to be a Presenting Sponsor of the 2018 Over the Edge-Tallahassee fundraising event in support of The Living Harvest, the Good Samaritan Network, and The Kearney Center.

### **Fiscal Impact:**

This item has a fiscal impact to the County if approved by the Board. Over the Edge-Tallahassee has requested \$10,000 for sponsorship of a fundraising event to benefit local nonprofit organizations. Funds are available in the General Fund contingency account.

### **Staff Recommendation:**

Option #4: Board direction.

## **Report and Discussion**

### **Background:**

At the February 27, 2018 meeting, the Board directed staff to prepare an agenda item to consider a funding request to support Over the Edge-Tallahassee, an adventure-based fundraising event for local nonprofit organizations, as a Presenting Sponsor in the amount of \$10,000. Funds raised through the event will support The Living Harvest, Good Samaritan Network, and The Kearney Center in providing services that reduce crime and enhance public safety while meeting the needs of former offenders returning to the community. The County previously supported the fundraising event as a Presenting Sponsor in 2016.

### **Analysis:**

Over the Edge is a special events company that provides signature events for non-profit organizations throughout the United States and Canada. Through Over the Edge events, participants raise donations for local nonprofits in exchange for the opportunity to rappel from a local high-rise building. Over the Edge-Tallahassee will take place April 20 and 21, 2018 in support of programs provided by The Living Harvest, Good Samaritan Network, and The Kearney Center. Participants will rappel from the DoubleTree hotel located in downtown Tallahassee on South Adams Street in an event open to the public.

Sponsorship of \$10,000 would make Leon County a Presenting Sponsor, which includes recognition of Leon County in marketing materials and communications associated with the event, inclusion of the County seal on all printed materials, tent space on participant days, invitations to VIP events, inclusion of a promotional item in participant gift bags, and two rappel spots. The sponsorship information packet is included as Attachment #1. The associated Budget Amendment Request appropriates the County's sponsorship from the General Fund contingency account (Attachment #2).

### **Options:**

1. Approve the funding request to support Over the Edge-Tallahassee in the amount of \$10,000, and approve the Sponsorship Agreement (Attachment #1) and authorize the County Administrator to execute.
2. Approve the associated Budget Amendment Request (Attachment #2).
3. Do not approve the funding request to support Over the Edge-Tallahassee and do not authorize the County Administrator to execute the Sponsorship Agreement.
4. Board direction.

### **Recommendation:**

Option #4 Board direction.

### **Attachments:**

1. Over the Edge-Tallahassee sponsorship information packet
2. Budget Amendment Request



**Save the Date – April 20-21, 2018**

## Over The Edge Sponsorship Agreement

### “Presenting Sponsor” – \$10,000

Your **Presenting Sponsor** package benefits include:

- Repel spot on either VIP/Edger Day – 1 spot
- Repel spot on Edger Day – 1 spot
- Media Recognition and Interviews
- Social Media mentions, promotions and newsletters where applicable
- Opportunity to Display Company Banner during Event
- Recognition in all marketing emails sent before & after event to all
- Logo on All Promotion Materials for the Event including, Brochures, Posters, Print ads, T-shirts
- Logo/Link to Your Website on OTE-TLH Website
- Logo on Edger Photo
- Invitation to VIP Events - No. of Guests – 6 Guests
- Promotional Tent Space at Event
- Dedicated Parking for Event – 2 Spots
- Promotional item in Edger Participant Gift Bag

Sponsor Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

OTE TLH Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

---

**OvertheEdgeTLH.org**

OTE Voice Mail: 850-536-6985

*Supporting*





**Save the Date – April 20-21, 2018**

## Over The Edge Sponsorship Agreement

### Contact

Name: \_\_\_\_\_

Company: \_\_\_\_\_ Title: \_\_\_\_\_

### Address

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### Sponsorships

- ☐ Presenting Sponsor \$10,000
- ☐ VIP Event Sponsor \$7,500
- ☐ Base Camp Sponsor \$5,000
- ☐ Ropes Sponsor \$3,500
- ☐ Helmet Sponsor \$2,500
- ☐ GoPro Sponsor \$2,000
- ☐ Photo Booth Sponsor \$1,000

### Payment Method

- ☐ VISA
- ☐ Mastercard
- ☐ Check

---

**OvertheEdgeTLH.org**

OTE Voice Mail: 850-536-6985

*Supporting*





# over the TALLAHASSEE

A Public Safety Partnership

**Save the Date – April 20-21, 2018**

**OvertheEdgeTLH.org**

OTE Voice Mail: 850-536-6985

*Supporting*





# Over the TALLAHASSEE

## A Public Safety Partnership

### CHALLENGE YOURSELF TO MAKE TALLAHASSEE

# SAFER!

**April 20-21  
2018**

***Register NOW!***

**OVER THE EDGE - TALLAHASSEE** is a daring, urban adventure fundraiser that challenges you to think boldly about the well-being of our community. This exciting program gets you actively involved in raising funds in exchange for the chance to rappel from the roof of one of the tallest buildings in Florida's capital city!

**OVER THE EDGE - TALLAHASSEE** is being brought to you by The Living Harvest, Good Samaritan Network, The Kearney Center in collaboration with many other non-profit organizations. The funds are being raised to support organizations working in partnership to improve our community safety.

**OVER THE EDGE - TALLAHASSEE** is the challenge of your life – and it will challenge us all to keep our community safe.

**REGISTER. RAISE MONEY. RAPPEL!**

**OVER THE EDGE-TALLAHASSEE** isn't for anyone – it's for everyone! No climbing or rappelling experience necessary, just enough courage to go Over the Edge or to challenge others to go Over the Edge. The first 75 participants to raise a minimum of \$1,000 will earn their spot on a rope to go Over The Edge and rappel 16 stories down the Doubletree by Hilton in downtown Tallahassee.

Your urban adventure is set for April 20-21, 2018. Spots are limited, so secure your place today by making a fundraising commitment to **OVER THE EDGE-TALLAHASSEE!**



*Over The Edge is a special events company that provides signature events for non-profit organizations around the world. Business leaders, individuals and community members are invited to raise donations in exchange for the experience of going over the edge of a prominent building. This unique event generates front page news, raises thousands of dollars and provides participants with a once-in-a-lifetime experience. Over The Edge is responsible for all technical aspects of the event including the insurance, professional staff and rappelling equipment. In addition, OTE provides a comprehensive Fundraising Manual to conduct a successful fund raising event. Our mission is to create a legacy with a 10 year goal to help non-profit organizations throughout North America raise \$50 million dollars.*

Supporting . . .



**Register Now at**  
**OvertheEdgeTLH.org**

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OTE Voice Mail: 850-536-6985  
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Posted March 19, 2018



# Over the TALLAHASSEE

## EDGE A Public Safety Partnership

Friday and Saturday • April 20-21, 2018 • Doubletree by Hilton in Downtown Tallahassee

## Sponsorship Opportunities

### PRESENTING SPONSOR - \$10,000

#### **Benefits Include:**

- Repel spot on either VIP/Edger Day - 1 spot
- Repel spot on Edger Day - 1 spot
- Media Recognition and Interviews
- Social Media mentions, promotions and newsletters where applicable
- Opportunity to Display Company Banner during Event
- Recognition in all marketing emails sent before & after event to all
- Logo on All Promotion Materials for the Event including, Brochures, Posters, Print ads, T-shirts
- Logo/Link to Your Website on OTE-TLH Website
- Logo on Edger Photo
- Invitation to VIP Events - No. of Guests - 6 Guests
- Promotional Tent Space at Event
- Dedicated Parking for Event - 2 Spots
- Promotional item in Edger Participant Gift Bag

### VIP EVENT SPONSOR - \$7,500 or In-Kind

#### **Benefits Include:**

- Repel spot on Edger Day - 1 spot
- Social Media mentions, promotions and newsletters where applicable
- Opportunity to Display Company Banner during Event
- Recognition in all marketing emails sent before & after event to all
- Logo on All Promotion Materials for the Event including, Brochures, Posters, Print ads, T-shirts
- Logo/Link to Your Website on OTE-TLH Website
- Logo on Edger Photo
- Invitation to VIP Events - No. of Guests - 4 Guests
- Promotional Tent Space at Event
- Promotional item in Edger Participant Gift Bag

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Page 993 of 1166

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Posted March 19, 2018

# Over the TALLAHASSEE

## A Public Safety Partnership

Friday and Saturday • April 20-21, 2018 • Doubletree by Hilton in Downtown Tallahassee

## Sponsorship Opportunities

### BASE CAMP SPONSOR - \$5,000

#### **Benefits Include:**

- Repel spot on Edger Day - 1 spot
- Social Media mentions, promotions and newsletters where applicable
- Opportunity to Display Company Banner during Event
- Recognition in all marketing emails sent before & after event to all
- Logo on All Promotion Materials for the Event including, Brochures, Posters, Print ads, T-shirts
- Logo/Link to Your Website on OTE-TLH Website
- Logo on Edger Photo
- Invitation to VIP Events - No. of Guests - 2 Guests
- Promotional Tent Space at Event
- Promotional item in Edger Participant Gift Bag

### ROPES SPONSOR - \$3,500 or In-Kind

#### **Benefits Include:**

- Repel spot on Edger Day - 1 spot
- Social Media mentions, promotions and newsletters where applicable
- Opportunity to Display Company Banner during Event
- Recognition in all marketing emails sent before & after event to all
- Logo on All Promotion Materials for the Event including, Brochures, Posters, Print ads, T-shirts
- Logo/Link to Your Website on OTE-TLH Website
- Logo on Edger Photo
- Invitation to VIP Events - No. of Guests - 2 Guests
- Promotional Tent Space at Event
- Promotional item in Edger Participant Gift Bag

Supporting . . .



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Posted March 19, 2018

# Over the TALLAHASSEE

## A Public Safety Partnership

Friday and Saturday • April 20-21, 2018 • Doubletree by Hilton in Downtown Tallahassee

## Sponsorship Opportunities

### HELMET SPONSOR - \$2,500

#### **Benefits Include:**

- Social Media mentions, promotions and newsletters where applicable
- Opportunity to Display Company Banner during Event
- Recognition in all marketing emails sent before & after event to all
- Logo on All Promotion Materials for the Event including, Brochures, Posters, Print ads, T-shirts
- Logo/Link to Your Website on OTE-TLH Website
- Logo on Edger Photo
- Invitation to VIP Events - No. of Guests - 2 Guests
- Promotional Tent Space at Event
- Promotional item in Edger Participant Gift Bag
- Sticker on all Edger Helmets

### GOPRO SPONSOR - \$1,500

All Edgers are provided the opportunity to capture their own over the edge experience on video. Companies have an opportunity to sponsor the GoPro camera that will capture this footage and give your business exposure.

#### **Benefits Include:**

- Social Media mentions, promotions and newsletters where applicable
- Opportunity to Display Company Banner during Event
- Recognition in all marketing emails sent before & after event to all
- Logo on All Promotion Materials for the Event including, Brochures, Posters, Print ads, T-shirts
- Logo/Link to Your Website on OTE-TLH Website
- Logo on Edger Photo
- Invitation to VIP Events - No. of Guests - 2 Guests
- Promotional Tent Space at Event
- Promotional item in Edger Participant Gift Bag

Supporting . . .



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OTE Voice Mail: 850-536-6985  
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Supporting . . .



Posted March 19, 2018

# Over the EDGE TALLAHASSEE

## A Public Safety Partnership

Friday and Saturday • April 20-21, 2018 • Doubletree by Hilton in Downtown Tallahassee

## Sponsorship Opportunities

### PHOTO BOOTH SPONSOR - \$1,000

All Edgers will have their photo taken at the edge. Companies have an opportunity to sponsor the photo booth given to all participating rappellers.

#### **Benefits Include:**

- Social Media mentions, promotions and newsletters where applicable
- Opportunity to Display Company Banner during Event
- Recognition in all marketing emails sent before & after event to all
- Logo on All Promotion Materials for the Event including, Brochures, Posters, Print ads, T-shirts
- Logo/Link to Your Website on OTE-TLH Website
- Logo on Edger Photo
- Invitation to VIP Events - No. of Guests - 2 Guests
- Promotional Tent Space at Event
- Promotional item in Edger Participant Gift Bag



Supporting . . .



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Supporting . . .



Posted March 19, 2018

## FISCAL YEAR 2017/2018 BUDGET AMENDMENT REQUEST

No: BAB18015  
Date: 3/1/2018

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 3/27/2018

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

### Request Detail:

#### Revenues

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
------	-----	------	------	-------	----------------	--------	-----------------

Subtotal:

#### Expenditures

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
------	-----	------	------	-------	----------------	--------	-----------------

001	990	59900	599	General Fund Contingency	132,350	(10,000)	122,350
001	820	58200	519	Aids to Private Organizations	31,000	10,000	41,000

Subtotal:

### Purpose of Request:

This budget amendment realigns general fund contingency to support Over the Edge - Tallahassee. Over the Edge is a special events company that provides help to organizations like The Living Harvest, Good Samaritan Network, and The Kearney Center to provide services that reduce crime and enhance public safety while meeting the needs of former offenders returning to the community. The cost of the sponsorship is \$10,000 and funding is available in the General Contingency Fund.

\_\_\_\_\_  
Group/Program Director

\_\_\_\_\_  
Budget Manager

\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By:                      Resolution ☐                      Motion ☒                      Administrator ☐



BUDGET "OPERATING" CONTINGENCY RESERVES CONTINGENCY FUND UPDATE (FY 2017/18)				
			GENERAL FUND 001-990-59900-599	Beginning Balance: \$200,000.00
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
1		14-Nov-17	Installation of a Historical Marker at the Leon County Fairgrounds	\$1,100
2		12-Dec-17	Renaming of the Leon County Courthouse Annex in Honor of Retiring Circuit Judge Charles A. Francis	\$9,000
3				
4		27-Feb-18	Cyber Security Monitoring for County Computer Network	\$41,450
5		27-Feb-18	Commissioner Desloge Harvard Kennedy School Executive Edu.	\$16,100
6		27-Mar-18	<b><i>Over the Edge-Tallahassee</i></b>	<b><i>\$10,000</i></b>
7				
8				
9				
10				
13				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
<b><i>Bold, Italic items are pending Board Approval</i></b>				
USAGE TO DATE (TOTAL AMENDMENTS)				<u><u>\$77,650.00</u></u>
ENDING BALANCE				122,350.00
END BALANCE AS % OF BEGIN BALANCE				61%
USAGE BALANCE AS % OF BEGIN BALANCE				39%



**Leon County  
Board of County Commissioners**

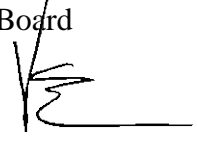
**Notes for Agenda Item #18**

# Leon County Board of County Commissioners

## Agenda Item #18

March 27, 2018

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

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

**Title:** First and Only Public Hearing for the Type “C” Site and Development Plan Application for the Benners Sand Mine on Tram Road

<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, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Division Shawna Martin, Principal Planner, Development Services Division

### **Statement of Issue:**

This agenda item seeks the Board’s approval of a Type “C” site and development plan application in order to establish a sand mine on an 18 acre parcel of land off of Tram Road. Section 10-6.611 of the Leon County Land Development Code requires review by the Board at a Public Hearing for all proposed restricted uses including sand mining.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Conduct the first and only Public Hearing for the Type “C” site and development plan application for the Benners Sand Mine on Tram Road and approve the application based on the findings of fact and conclusions of law included herein and those established within the Development Review Committee’s record, as well as any evidence received at the Public Hearing.

## **Report and Discussion**

### **Background:**

This agenda item seeks the Board’s approval of a Type “C” site and development plan application in order to establish a sand mine on an 18 acre parcel of land off of Tram Road. Section 10-6.611 of the Leon County Land Development Code requires review by the Board at a Public Hearing for all proposed restricted uses including sand mining.

In 2005 the property owner was notified of development activity (sand mining) that was occurring without the proper permits. After-the-fact permits were submitted to properly establish the sand mine land use; however, the applicant withdrew the applications and chose to discontinue the sand mining activity. The applicant has now submitted for the appropriate permits and associated process to properly establish the sand mine at the referenced location. In 2009, a fence was required to secure the hazardous conditions around the perimeter of the sand mine site.

### **Analysis:**

The application requests approval for a sand mine/borrow pit on a parcel located within the County’s Rural zoning district (Attachment #1). The application defines the limits of the sand mining activity, creates stormwater management facilities and erosion controls, and will require a sand mine operating permit. Presently, St. Joe Corporation and its subsidiaries own two adjacent parcels totaling 700+/- acres, which are utilized primarily as timberland. Benners Materials, LLC, has a lease agreement with St. Joe for 75 acres of the subject properties; however, mining activities will be limited to 18+/- acres, which includes the disturbed land of the aforementioned borrow pit. As a part of this application, the 18 +/- acre site will be subdivided as a separate lot to serve the sand mine operation.

The application also proposes to establish a 360 square foot construction trailer on the property in order to retain all required permits, documents, and safety notices on-site. The Florida Department of Health (DOH) in Leon County has conditionally approved the site plan subject to the installation of a portable toilet on-site with proper permitting through their office. Any future expansion proposals to the approved limits of the sand mine operation will be required to submit a separate Type “C” site and development plan application for review and approval.

Mining activities within the Rural zoning district are a restricted use and require the satisfaction of additional criteria demonstrating protection of adjacent properties and public interest, and are outlined in the Development Review Committee (DRC) Staff Report dated February 21, 2018 (Attachment #2). The standards applicable to the proposed sand mine operation shall include, but are not limited to perimeter setbacks, vehicular access, a land reclamation plan and fencing. The proposed project’s site plan and supplemental information that was submitted to the DRC demonstrated compliance with these criteria. Pursuant to Section 10-6.611 of the Land Development Code (LDC), all restricted uses shall require review and approval by the Board.

Development standards for mining activity requires all accessory uses and structures, internal roadways and driveways onto the adjacent streets to be set back a minimum of 100 feet from the perimeter property boundaries or 200 feet from the nearest off-site residence, residential zoning district, or subdivision intended primarily for residential land use, whichever distance is greater. The LDC allows for the setback standard to be reduced if less of a setback is approved in writing by the adjacent property owner(s) prior to site plan approval or if the adjacent property is also used as a mining activity. St. Joe, the adjacent property owner, has provided a letter in support of reduced perimeter setbacks, which range from 35 feet (minimum) to 117 feet (maximum). Staff and the DRC are also supportive of the request for a reduction of the perimeter setbacks as shown on Sheet 13 of the site and development plan (Attachment #1).

The site is located within the Woodville Recharge Drainage Basin, the Spray Field #1 and Lutterloh Pond closed basins, as well as within the Primary Springs Protection Zone. A Natural Features Inventory (NFI) was conditionally approved on December 6, 2017 for the proposed development. Several areas of habitat for the endangered plant species Bent Golden Aster (*Pityopsis flexuosa*) were identified just outside the western and southern fence line of the sand mine. These areas are proposed for inclusion within conservation easements, as required by Section 10-4.202 of the LDC.

Every development shall demonstrate legal access to a publicly dedicated street. The sand mine will be provided access through an access and utility easement to be created and recorded in the public record through this site and development plan process. The easement will provide direct access to Tram Road, a County-maintained Minor Arterial roadway.

Off-street parking standards for sand mines are not established in Section 10-7.545 (Schedule 6-2) of the LDC. Pursuant to this section, the County Administrator or designee, upon review of the proposed use, shall specify the required number of parking and loading spaces to be provided, using generally accepted traffic engineering practices and standards. Staff and the DRC are supportive of the applicant’s proposal for 2 parking spaces for the sand mine, based on traffic studies for other uses that are similar in nature.

#### DRC Recommendation to the Board

The DRC voted at the February 21, 2018 public meeting to recommend that the Board approve the proposed site and development plan application, subject to the conditions listed below. The DRC found that with the exception of minor technical deficiencies, which could easily be resolved, the application satisfies the criteria necessary for approval. The conditions of site and development plan approval recommended by the DRC are:

1. The applicant shall record conservation easements for the areas determined to contain Bent Golden Aster (*Pityopsis flexuosa*) within the proposed parcel boundaries.
2. The applicant shall record an ASAP affidavit together with the boundary surveys and legal descriptions of the proposed 18.06 acre parcel prior to final site plan approval.
3. The applicant shall record the access and utility easement providing legal access to the site prior to final site plan approval.

4. The applicant shall submit a permit application and receive approval from DOH prior to a portable toilet being placed on-site. The application shall include a copy of a service contract with a Florida licensed portable toilet provider detailing the frequency of cleanout service.

Should the Board approve the application, staff will ensure that the applicant satisfies the conditions set forth by the DRC.

**Public Notification**

Notice of the Public Hearing on the proposed site and development plan application was advertised consistent with all legal requirements (Attachment # 3). Staff received one email response from a notified citizen prior to the DRC meeting and another attended the DRC meeting. Both citizens noted during the DRC meeting that staff had addressed their concerns.

**Options:**

1. Conduct the first and only Public Hearing for the Type “C” site and development plan application for the Benners Sand Mine on Tram Road and approve the application based on the findings of fact and conclusions of law included herein and those established within the Development Review Committee’s record, as well as any evidence received at the Public Hearing.
2. Conduct the first and only Public Hearing for the Type “C” site and development plan application for the Benners Sand Mine on Tram Road and do not approve the site and development plan application, based upon the Board of County Commissioners’ determination of contrary facts and conclusions of law.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Site and Development Plan
2. DRC Staff Report, dated February 21, 2018
3. Legal Ad



TYPE "C" SITE + DEVELOPMENT  
PLAN, FDPA TRACK  
FOR  
BENNNERS SAND MINE

LEON COUNTY, FL  
FEBRUARY 5, 2018  
(LSP170037)

SHEET INDEX

- 2 GENERAL NOTES
- 3 EXISTING CONDITIONS OF BORROW PIT AREA
- 4 PROPOSED LOT CONFIGURATION
- 5 SITE PLAN
- 6 PROPOSED GRADING TO MINE BOTTOM
- 7 PROPOSED GRADING-RECLAMATION
- 8 DRIVEWAY CONNECTION PLAN
- 9 SIGHT DISTANCE TRIANGLES
- 10 PROFILE VIEW
- 11 DRAINAGE BASIN MAP
- 12 EROSION CONTROL PLAN
- 13 PROPOSED SETBACK REDUCTION REQUEST
- BOUNDARY SURVEYS
- ACCESS/UTILITY EASEMENT SURVEY



LOCATION MAP

LEON COUNTY, FL  
NOT TO SCALE

PROJECT INFORMATION

CLIENT: BENNERS MATERIALS, LLC  
3618 PEDDIE DRIVE  
TALLAHASSEE, FL 32303  
(850) 629-4564

PROPERTY OWNER: WATERSOUND AGGREGATE STORAGE AND TRANSPORT, LLC  
133 S. WATERSOUND PARKWAY  
WATERSOUND, FL 32461

SURVEYOR OF RECORD: MOORE BASS CONSULTING, INC.  
805 N. GADSDEN STREET  
TALLAHASSEE, FL 32303  
(850) 222-5678

ENGINEER OF RECORD: GREENMAN-PEDERSEN, INC.  
1590 VILLAGE SQUARE BLVD  
TALLAHASSEE, FL 32309  
(850) 668-5211

AGENT: FLORIDA ENVIRONMENTAL AND LAND SERVICES, INC.  
221-4 DELTA COURT  
TALLAHASSEE, FL 32303  
(850) 385-6255

PARCEL ID: 31-23-20-020-0000 (575 AC)  
31-26-20-001-0000 (123 AC)  
31-23-20-00-1000 (15.67 AC; IMPROPERLY SUBDIVIDED)

PROJECT SIZE: 18.06 ACRES (LEASE AREA ~75 AC)

ZONING: RURAL

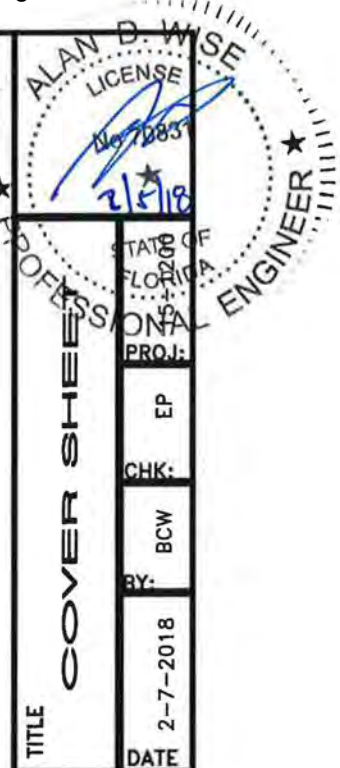
LAND USE: RURAL

UTILITY PROVIDERS: ELECTRICITY - N/A  
WATER - N/A  
SEWER - N/A  
SOLID WASTE - N/A

EX. CONDITIONS BASED ON GIS INFORMATION (NAVD 88) AND LIMITED FIELD SURVEY. CONTRACTOR SHALL VERIFY ALL CRITICAL ELEVATIONS PRIOR TO CONSTRUCTION. IF ANY DISCREPANCIES EXIST, CONTRACTOR SHALL STOP WORK AND IMMEDIATELY NOTIFY ENGINEER.

DRC APPROVED	
LEON COUNTY PUBLIC WORKS DEPT.	NAME _____ DATE _____
LEON COUNTY DEPT. OF DEV. SUPPORT AND ENV. MANAGEMENT	NAME _____ DATE _____
TALLAHASSEE - LEON COUNTY PLANNING DEPT.	NAME _____ DATE _____

Greenman-Pedersen, Inc.  
ENGINEERING AND CONSTRUCTION SERVICES  
1590 VILLAGE SQUARE BLVD.  
TALLAHASSEE FLORIDA 32309  
PHONE (850) 668-5211 \* FAX (850) 668-5106  
CERTIFICATE OF AUTHORIZATION NO.: 3496  
LICENSED BUSINESS NO.: 7560  
ALAN WISE, P.E. - FL PE # 70831



PROJECT  
BENNNERS SAND MINE  
LEON COUNTY, FL

FLORIDA ENVIRONMENTAL AND LAND SERVICES, INC.  
221-4 DELTA COURT  
TALLAHASSEE, FLORIDA 32303  
850-385-6255 (VOICE) 850-385-6355 (FAX)



- NOTES:
- 1) AS WOULD BE ANTICIPATED, EXCAVATION ACTIVITIES ON-SITE WILL BE CONTINUOUSLY CHANGING AS EXCAVATION PROGRESSES. ACCESS INTO THE MINE BOTTOM WITH DUMP TRUCKS MAY OR MAY NOT BE NECESSARY. OPERATIONS EQUIPMENT MAY PROVIDE THIS ACCESS AS MAY BE NECESSARY, BUT IN NO EVENT IS IT ANTICIPATED THAT DRAINAGE PATTERNS WILL CHANGE.
  - 2) PARKING DEMAND RELATED TO THE TEMPORARY USE IS NOT EXPECTED TO EXCEED 2 SPACES. DURING MOST TIMES, THERE WILL ONLY BE ONE OPERATIONS EMPLOYEE, LOADING OUT DUMP TRUCKS AS THEY ARRIVE. PARKING SHALL BE DELINEATED BY LANDSCAPING TIMBERS OR OTHER METHOD.
  - 3) THE FENCE AROUND THE MINE SHALL BE A MINIMUM OF 4' IN HEIGHT WITH OPENINGS THAT SHALL REJECT THE PASSAGE OF A 7" DIAMETER SPHERE. THE FENCE SHALL BE EQUIPPED WITH A GATE WHICH WILL REMAIN LOCKED WHEN WORKERS OR EMPLOYEES OF THE LAND OWNER OR MINING COMPANY ARE NOT PRESENT AT THE SITE. THE LOCK MAY BE CUT IN THE EVENT OF AN EMERGENCY.
  - 4) SIGNAGE SHALL BE PROVIDED AND MAINTAINED AT ALL ENTRANCE GATES AND ALONG THE PERIMETER FENCING WHICH WARN OF "DANGER" AND "NO TRESPASSING" IN AT LEAST 4" TALL LETTERING.
  - 5) THE SETBACK SHOWN HEREON DEMONSTRATES THAT NO RESIDENTIAL STRUCTURE EXISTS WITHIN THE 200' SETBACK FROM THE MINING ACTIVITY. A LETTER HAS BEEN PROVIDED BY THE ADJACENT PROPERTY OWNER ACCEPTING ELIMINATION OF THE 100' SETBACK AS REQUIRED BY CODE.
  - 6) NO LIGHTING IS PROPOSED OR ANTICIPATED TO BE NECESSARY. ANY LIGHTING ADDED TO THE SITE SHALL BE APPROVED BY DSEM TO ENSURE COMPLIANCE WITH APPLICABLE LIGHTING RESTRICTIONS IN THE LAND DEVELOPMENT CODE. THE ADDITION OF LIGHTING SUBSEQUENT TO SITE PLAN APPROVAL WILL REQUIRE MODIFICATION TO THE SITE PLAN CONSISTENT WITH SECTION 10-7.411 OF THE LDC.
  - 7) RESTROOM FACILITIES WILL BE PROVIDED VIA AN ON-SITE PORTABLE TOILET. A PERMIT APPLICATION FOR THE PORTABLE RESTROOM FACILITIES SHALL BE SUBMITTED TO LEON COUNTY HEALTH DEPARTMENT PRIOR TO THE PLACEMENT OF THE PORTABLE RESTROOM. THIS APPLICATION SHALL INCLUDE INFORMATION RELATED TO HAND SANITIZING AND FACILITY SERVICE FREQUENCY. SHOULD ON-SITE WATER BE PROVIDED IN THE FUTURE, THE PORTABLE TOILET SHALL BE REMOVED AND THE APPLICANT SHALL PROVIDE AN APPROVED ON-SITE SEWER TREATMENT AND DISPOSAL SYSTEM.
  - 8) THE LIMITS OF THE EXISTING DISTURBED AREA DOES NOT CONTAIN ANY PERMIT SIZED TREES.
  - 9) THE HOURS OF OPERATION SHALL BE LIMITED FROM 6 AM TO 8 PM. ADDITIONALLY, ALL SITE ACTIVITIES SHALL BE CONSISTENT WITH THE COUNTY'S NOISE ORDINANCE (ARTICLE II OF CHAPTER 12 OF THE LEON COUNTY CODE OF LAWS).
  - 10) THE REQUIRED WIDTH OF A FIRE DEPARTMENT ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER.
  - 11) THE AVERAGE WIDTH OF THE DRIVEWAY ALLOWS FOR PASSING OF ON-ROAD DUMP TRUCKS AND OTHER STREET LEGAL VEHICLES. THE WIDTH VARIES FROM 24-40'.
  - 12) ALL ONSITE HAUL ROADS WILL BE CONSTRUCTED AS NEEDED USING SANDY /CLAY MATERIAL, GENERALLY FOLLOWING THE NATURAL TOPOGRAPHY OF THE SITE, WITH A 2% SLOPE TOWARDS THE PROPOSED DIG AREA. ANY ROAD SHALL BE AT LEAST 25 FEET FROM THE PARKING AREA.
  - 13) DUE TO THE TYPE OF EQUIPMENT TO BE USED ON SITE, ALL ACCESS ROADS WILL BE ABLE TO SUPPORT AND ALLOW ACCESS FOR EMERGENCY VEHICLES. ACCESS ROADS SHALL BE MAINTAINED TO PREVENT FORMATION OF POTHOLES AND SIGNIFICANT RUTTING.
  - 14) A DRIVEWAY CONNECTION PERMIT WILL BE REQUIRED BY LEON COUNTY DSEM.
  - 15) AS SHOWN IN THE RECLAMATION PLAN THE TEMPORARY CONSTRUCTION TRAILER WILL BE REMOVED AFTER MINING ACTIVITIES ARE COMPLETE.
  - 16) NO TREE REMOVALS ARE PROPOSED WITHIN THE PROJECT AREA OR ACCESS EASEMENT. ANY REMOVAL OF TREES GREATER THAN 2" DIAMETER AT BREAST HEIGHT WILL REQUIRE APPROVAL BY DSEM.
  - 17) NO RECYCLED CONSTRUCTION AND DEMOLITION DEBRIS AND/OR CONSTRUCTION MATERIALS SHALL BE PROCESSED, BURIED, STORED, SORTED OR SOLD ONSITE, OR USED TO BACKFILL THE PROPERTY.
  - 18) NO SIGN IS PROPOSED AT THE TRAM ROAD ENTRANCE AT THIS TIME, IF ONE WERE TO BE CONSTRUCTED IN THE FUTURE, THEN THE SIGN WOULD BE REQUIRED TO COMPLY WITH THE REQUIREMENTS FOR ONSITE SIGNS IN ARTICLE IX OF THE LDC.

EX. CONDITIONS BASED ON GIS INFORMATION (NAVD 88) AND LIMITED FIELD SURVEY. CONTRACTOR SHALL VERIFY ALL CRITICAL ELEVATIONS PRIOR TO CONSTRUCTION. IF ANY DISCREPANCIES EXIST, CONTRACTOR SHALL STOP WORK AND IMMEDIATELY NOTIFY ENGINEER.

Greenman-Pedersen, Inc.  
ENGINEERING AND CONSTRUCTION SERVICES  
1590 VILLAGE SQUARE BLVD.  
TALLAHASSEE FLORIDA 32309  
PHONE (850) 668-5211 \* FAX (850)668-5106  
CERTIFICATE OF AUTHORIZATION NO.: 3498  
LICENSED BUSINESS NO.: 7560  
ALAN WISE, P.E. - FL PE # 70831



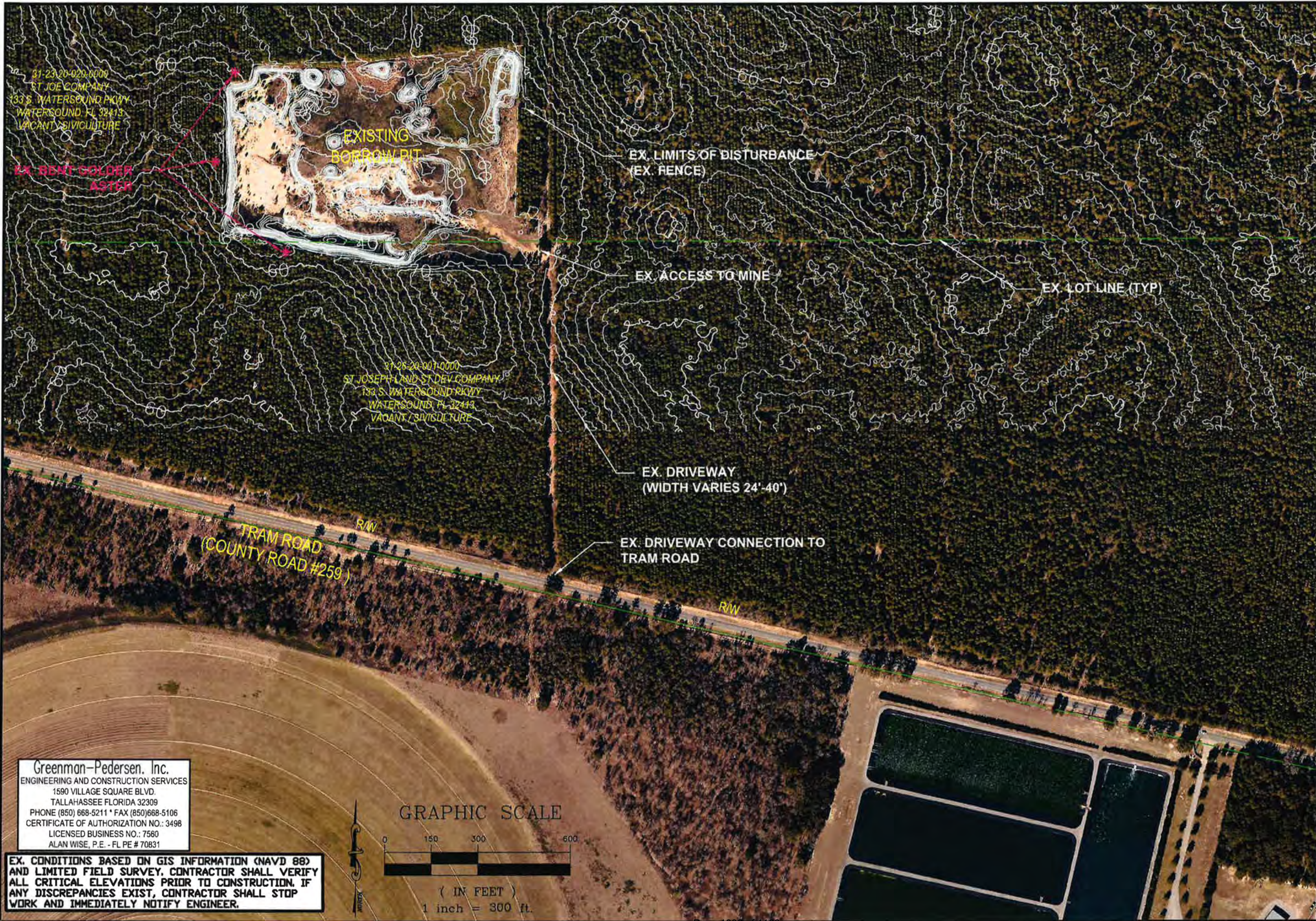
TITLE	GENERAL NOTES
	PROJECT
	DATE
	2-5-2018

BENNERS SAND MINE  
LEON COUNTY, FL

FLORIDA ENVIRONMENTAL  
AND  
LAND SERVICES, INC.  
221-4 DELTA COURT  
TALLAHASSEE, FLORIDA 32303  
850-385-6255 (VOICE) 850-385-6355 (FAX)

SHEET:
2
OF: 13





Greenman-Pedersen, Inc.  
ENGINEERING AND CONSTRUCTION SERVICES  
1590 VILLAGE SQUARE BLVD.  
TALLAHASSEE FLORIDA 32309  
PHONE (850) 668-5211 \* FAX (850) 668-5106  
CERTIFICATE OF AUTHORIZATION NO.: 3498  
LICENSED BUSINESS NO.: 7560  
ALAN WISE, P.E. - FL PE # 70831

GRAPHIC SCALE



( IN FEET )  
1 inch = 300 ft.

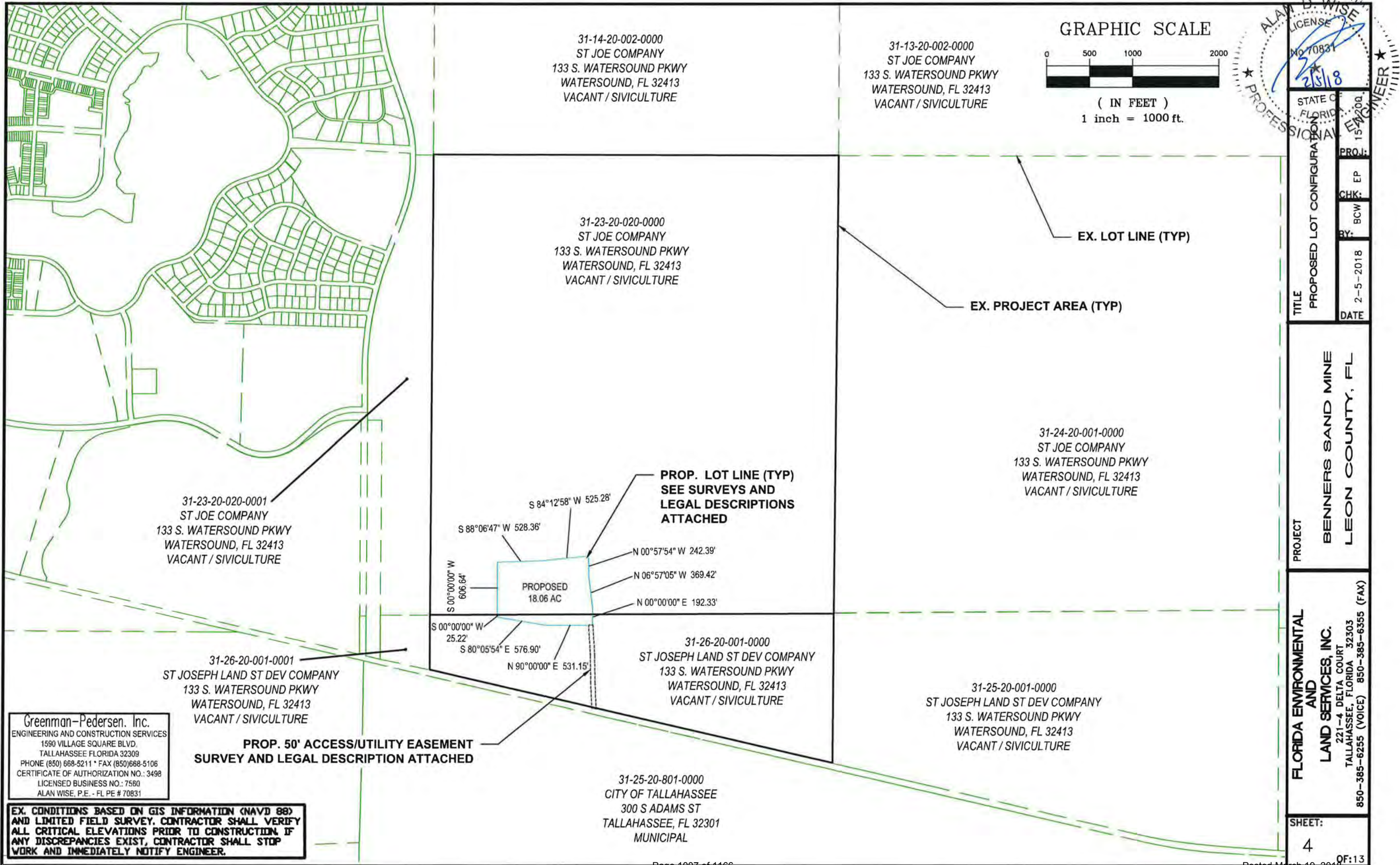
EX. CONDITIONS BASED ON GIS INFORMATION (NAVD 88) AND LIMITED FIELD SURVEY. CONTRACTOR SHALL VERIFY ALL CRITICAL ELEVATIONS PRIOR TO CONSTRUCTION. IF ANY DISCREPANCIES EXIST, CONTRACTOR SHALL STOP WORK AND IMMEDIATELY NOTIFY ENGINEER.

PROJECT  
BENNETT SAND MINE  
LEON COUNTY, FL

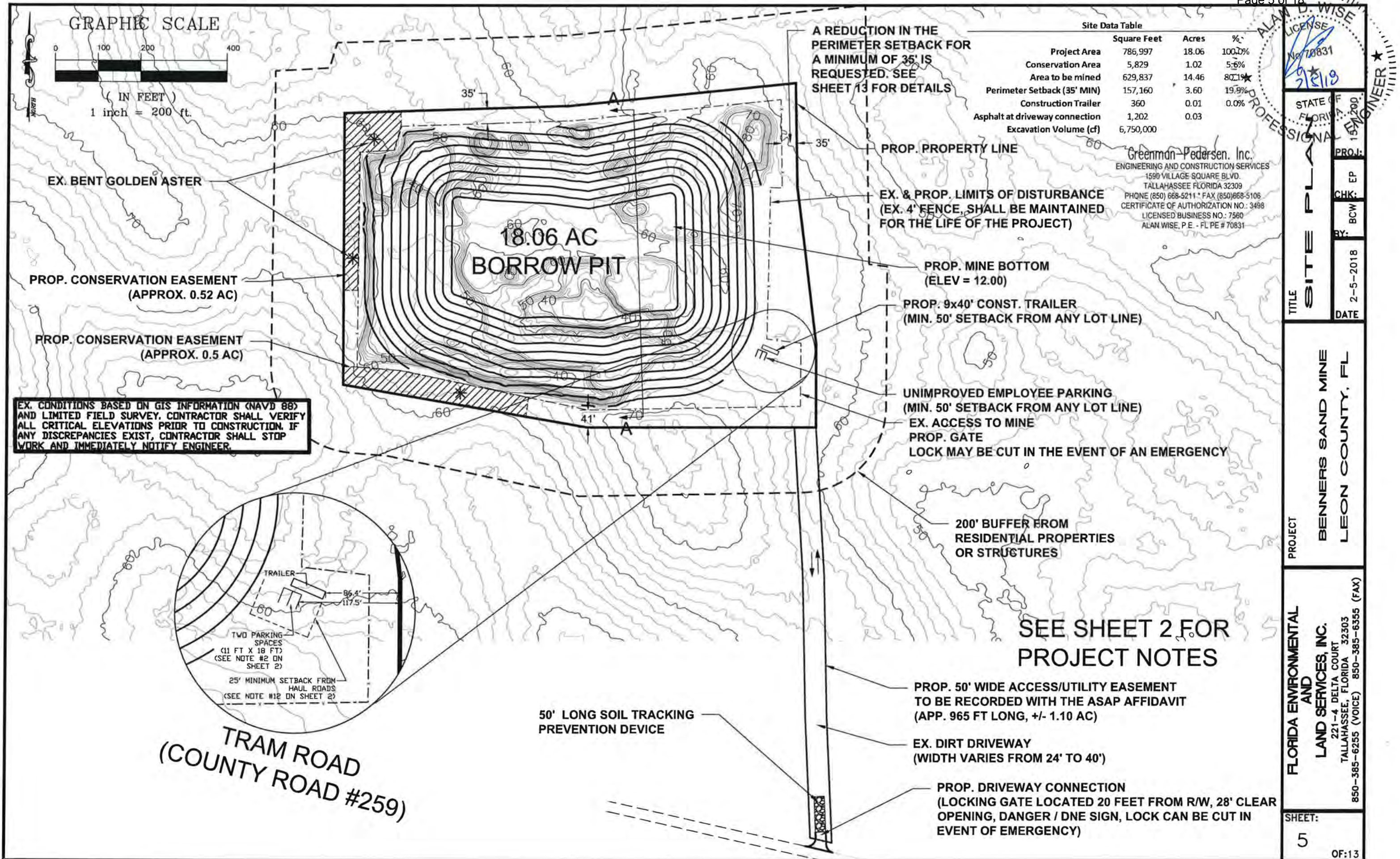
FLORIDA ENVIRONMENTAL AND LAND SERVICES, INC.  
221-4 DELTA COURT  
TALLAHASSEE, FLORIDA 32303  
850-385-6255 (VOICE) 850-385-6355 (FAX)

SHEET:  
3  
OF: 13

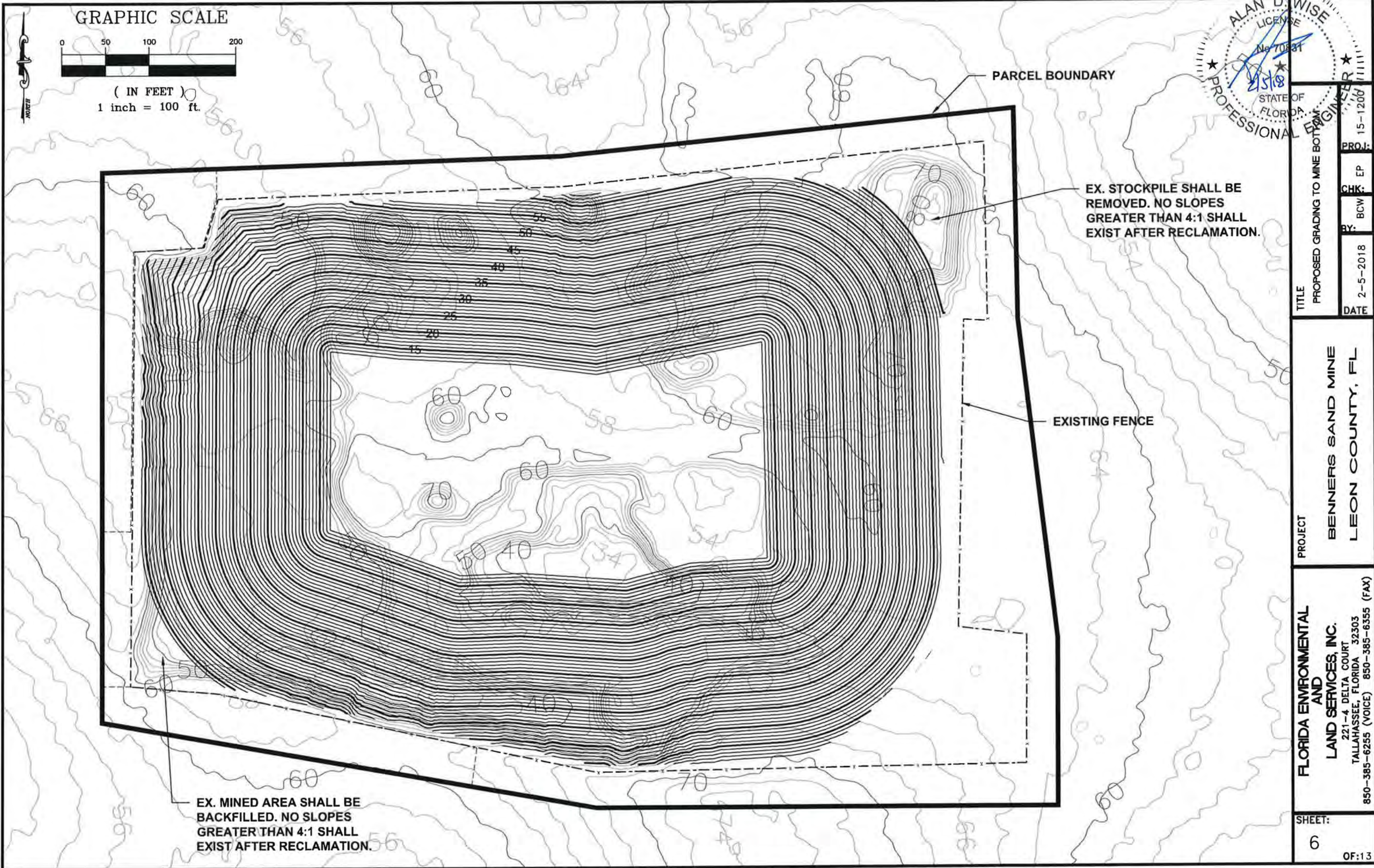




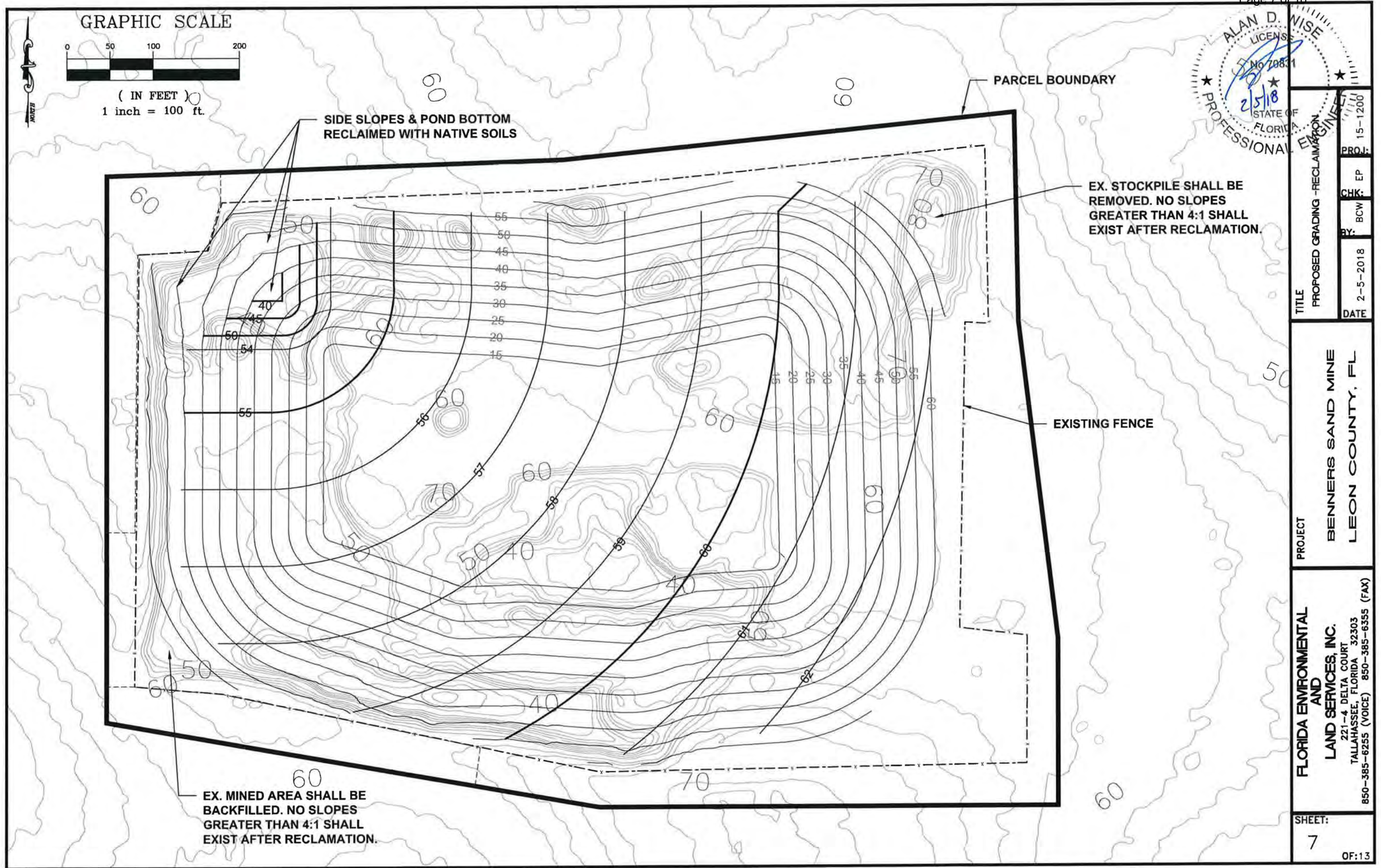




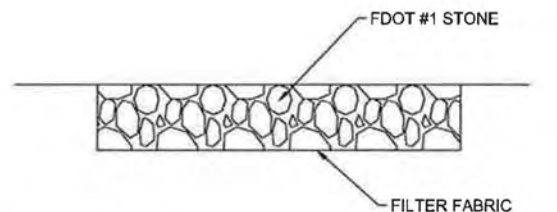
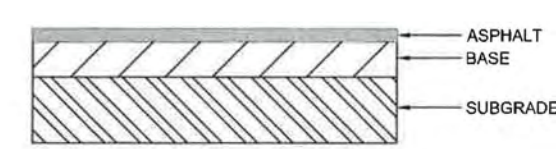
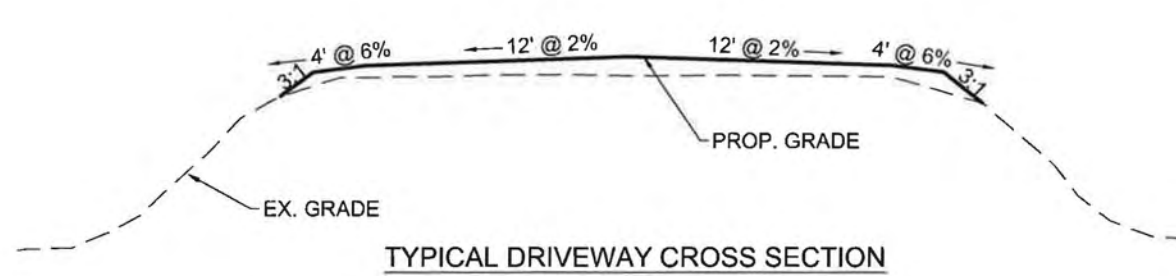
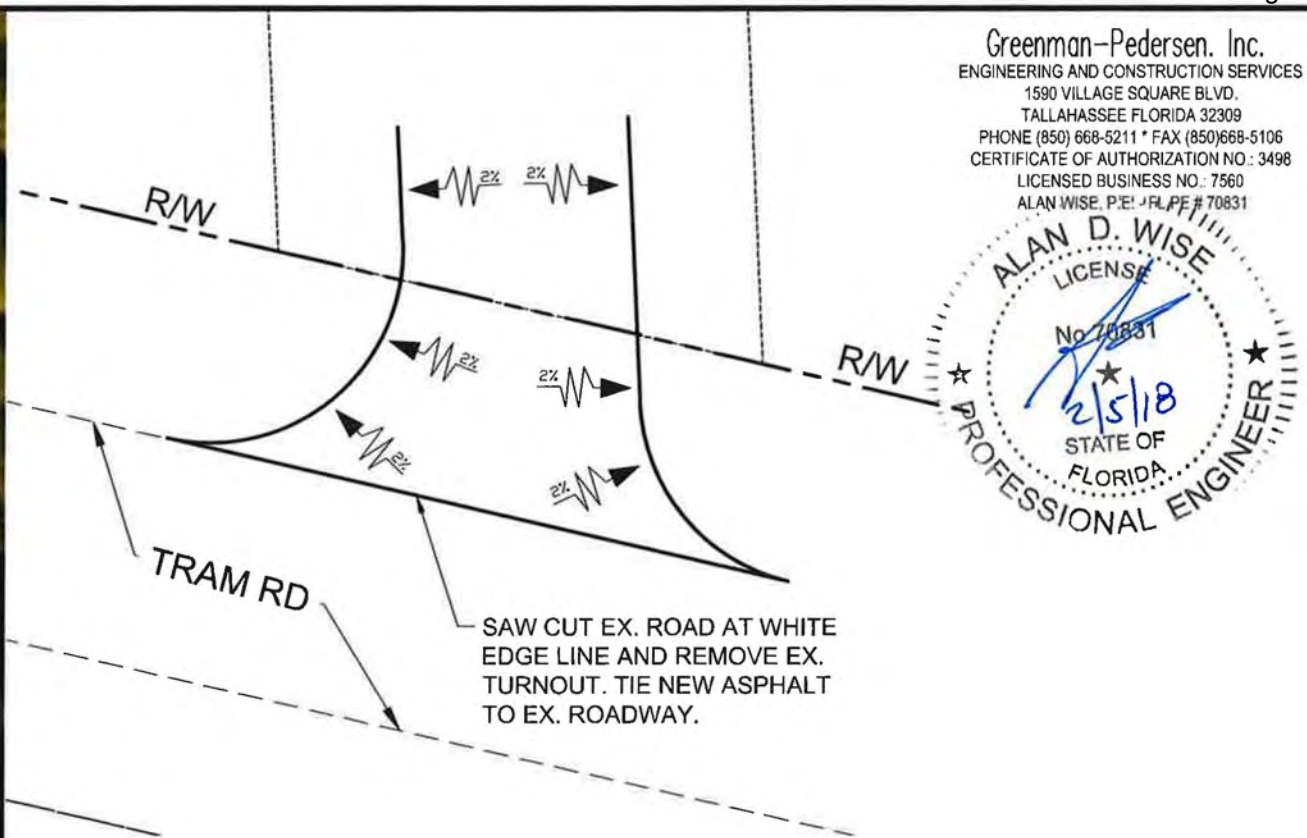
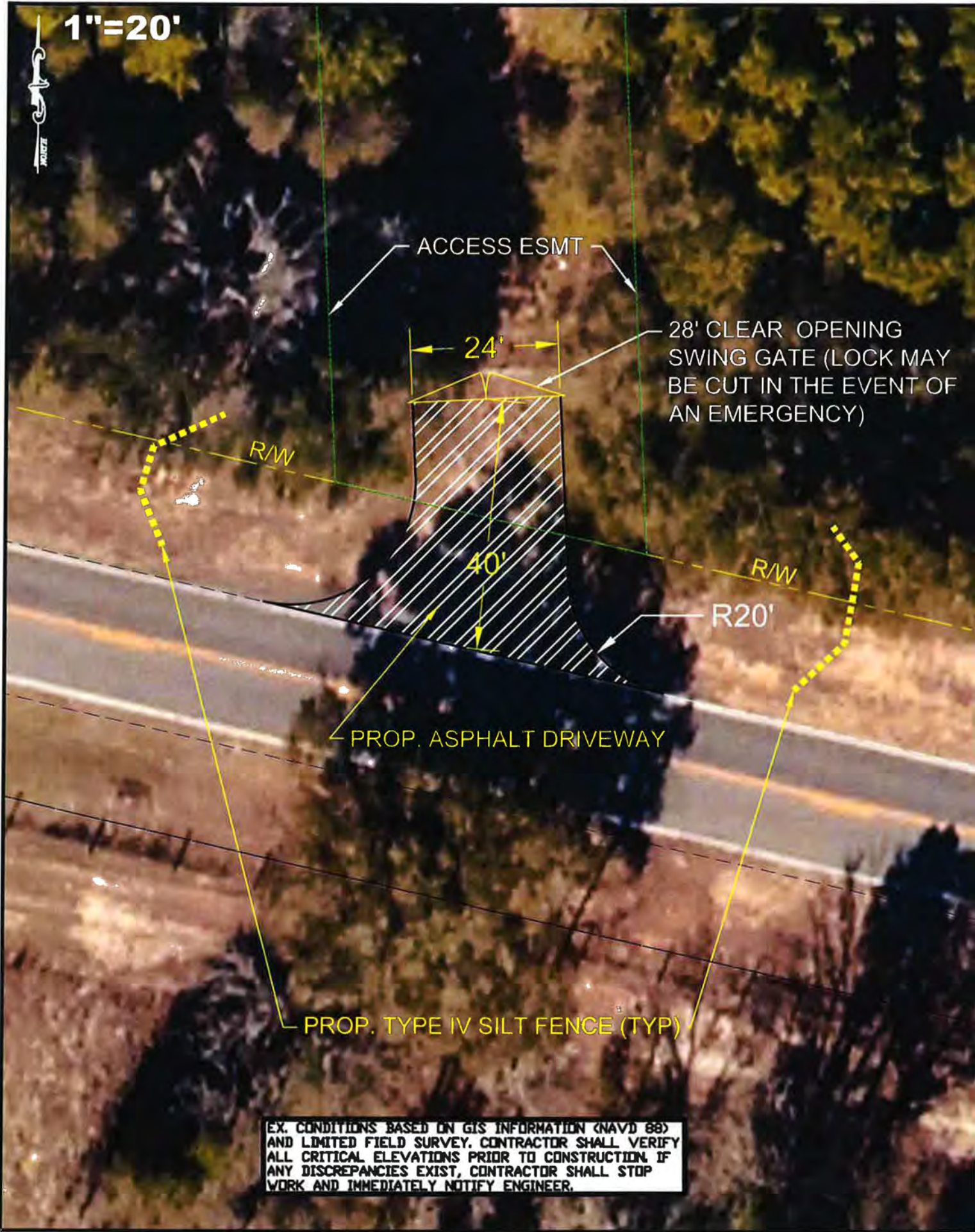












NOTES:

ASPHALT- 2" MIN. COMPACTED THICKNESS TYPE SP-9.5

BASE- 8" LIMEROCK ROAD BASE, MIN. LBR 100 OR APPROVED EQUAL

SUBGRADE- 12" TYPE B STABILIZED SUBGRADE, MIN. LBR 40

TITLE	DRIVEWAY CONNECTION		
	PROJ:	EP	15-1200
PROJECT	CHK:	BCW	
	DATE	2-5-2018	
BENNERS SAND MINE LEON COUNTY, FL			
FLORIDA ENVIRONMENTAL AND LAND SERVICES, INC. 221-4 DELTA COURT TALLAHASSEE, FLORIDA 32303 850-385-6255 (VOICE) 850-385-6355 (FAX)			
SHEET: 8 OF 13			





Greenman-Pedersen, Inc.  
ENGINEERING AND CONSTRUCTION SERVICES  
1590 VILLAGE SQUARE BLVD.  
TALLAHASSEE FLORIDA 32309  
PHONE (850) 668-5211 \* FAX (850) 668-5106  
CERTIFICATE OF AUTHORIZATION NO.: 3498  
LICENSED BUSINESS NO.: 7560  
ALAN WISE, P.E. - FL PE # 70831

EX. CONDITIONS BASED ON GIS INFORMATION (NAVD 88)  
AND LIMITED FIELD SURVEY. CONTRACTOR SHALL VERIFY  
ALL CRITICAL ELEVATIONS PRIOR TO CONSTRUCTION. IF  
ANY DISCREPANCIES EXIST, CONTRACTOR SHALL STOP  
WORK AND IMMEDIATELY NOTIFY ENGINEER.

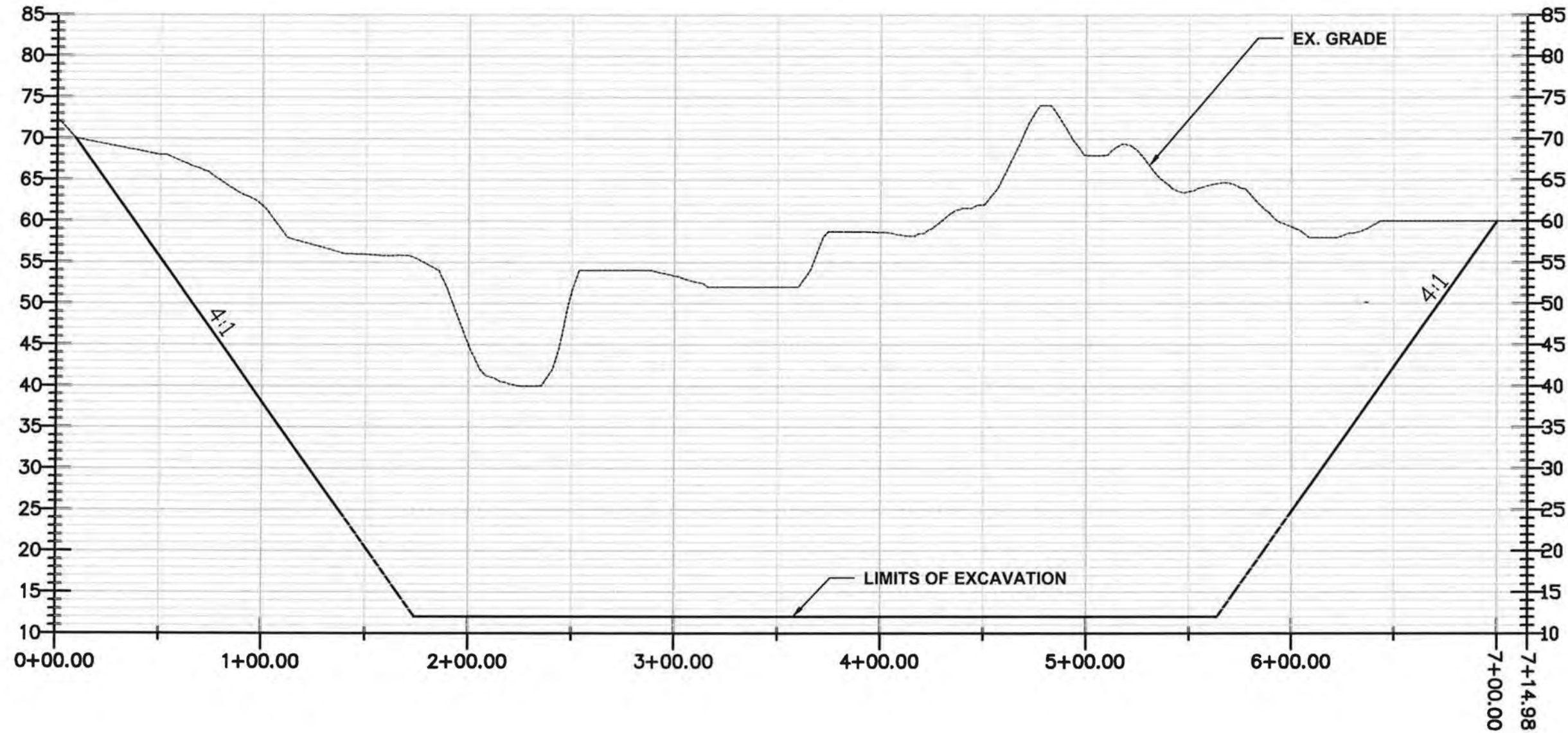
TITLE	SIGHT DISTANCE TRIANGLES
PROJ.	EP
CHK.	BCW
BY	2-5-2018
DATE	

PROJECT  
BENNETT SAND MINE  
LEON COUNTY, FL

FLORIDA ENVIRONMENTAL  
AND  
LAND SERVICES, INC.  
221-4 DELTA COURT  
TALLAHASSEE, FLORIDA 32303  
850-385-6255 (VOICE) 850-385-6355 (FAX)

SHEET:  
9  
OF: 13





Greenman-Pedersen, Inc.  
ENGINEERING AND CONSTRUCTION SERVICES  
1590 VILLAGE SQUARE BLVD.  
TALLAHASSEE FLORIDA 32309  
PHONE (850) 668-5211 \* FAX (850) 668-5106  
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LICENSED BUSINESS NO.: 7560  
ALAN WISE, P.E. - FL PE # 70831

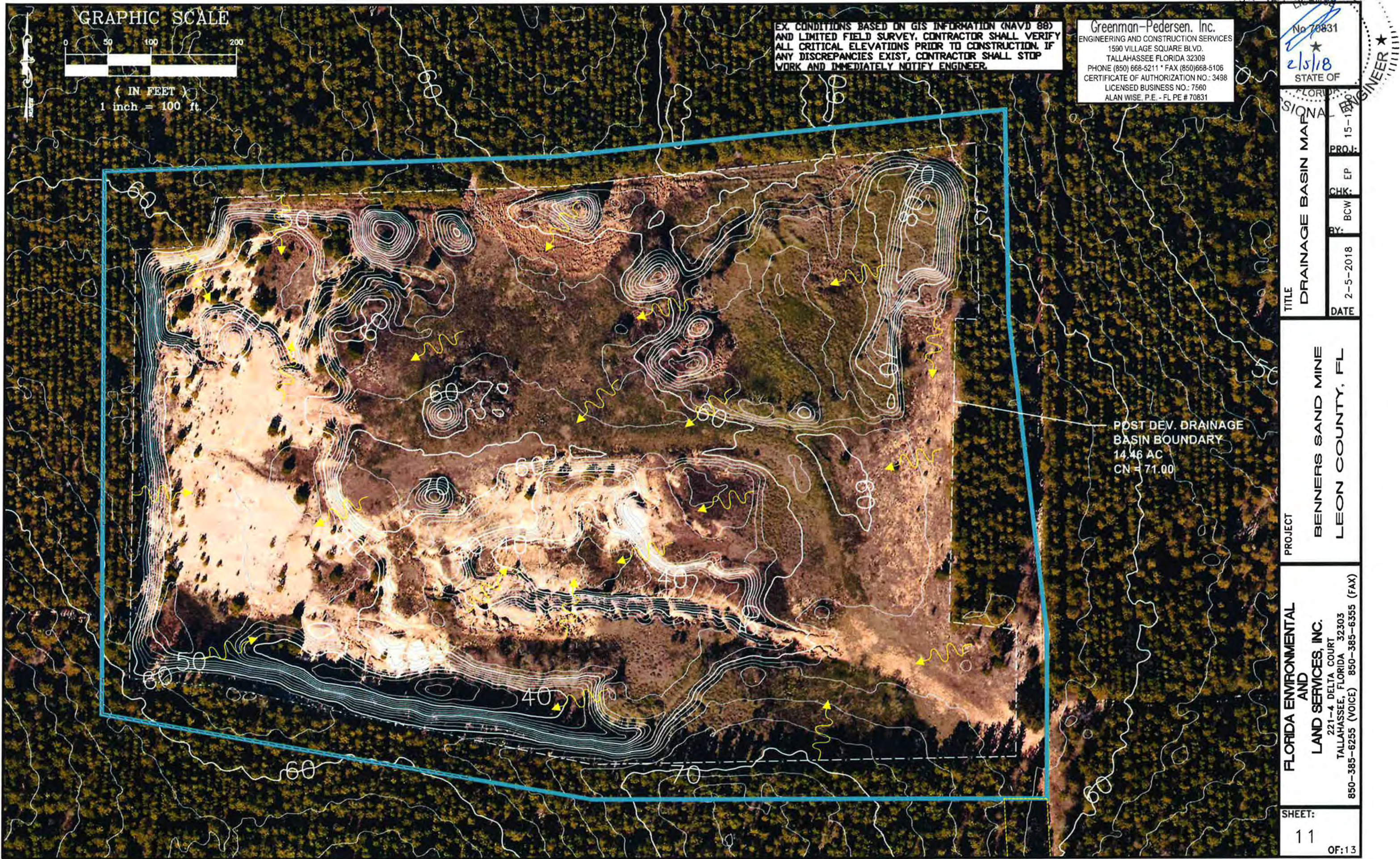
EX. CONDITIONS BASED ON GIS INFORMATION (NAVD 88) AND LIMITED FIELD SURVEY. CONTRACTOR SHALL VERIFY ALL CRITICAL ELEVATIONS PRIOR TO CONSTRUCTION. IF ANY DISCREPANCIES EXIST, CONTRACTOR SHALL STOP WORK AND IMMEDIATELY NOTIFY ENGINEER.

TITLE: PROFILE VIEW  
PROJECT: BENNERS SAND MINE  
LEON COUNTY, FL  
DATE: 2-5-2018  
BY: BCW  
CHK: EP  
PROJ: 15-1200

FLORIDA ENVIRONMENTAL  
AND  
LAND SERVICES, INC.  
221-4 DELTA COURT  
TALLAHASSEE, FLORIDA 32303  
850-385-6255 (VOICE) 850-385-6355 (FAX)

SHEET:  
10  
OF 13







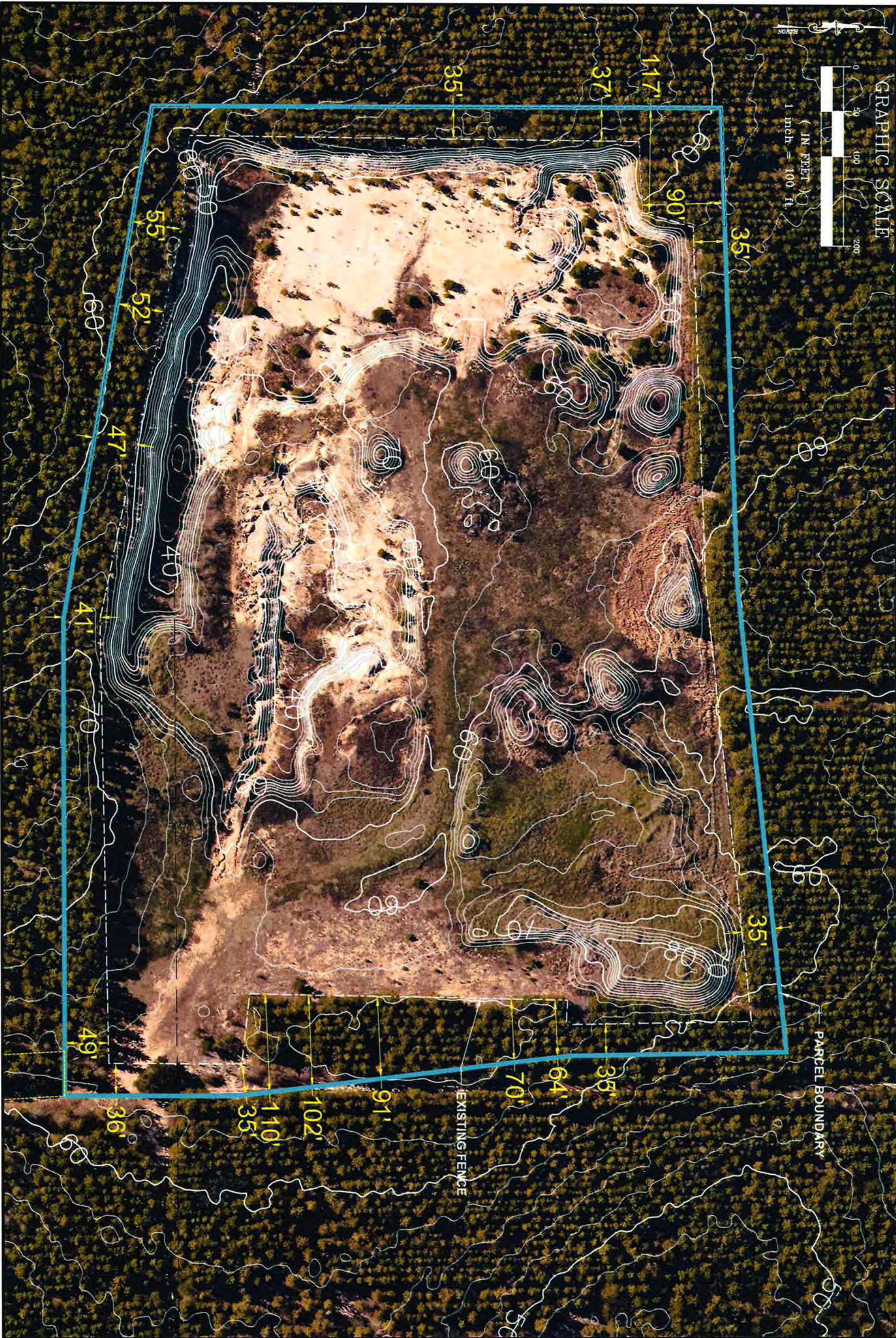


Greenman-Pedersen, Inc.  
ENGINEERING AND CONSTRUCTION SERVICES  
1590 VILLAGE SQUARE BLVD.  
TALLAHASSEE FLORIDA 32309  
PHONE (850) 668-5211 \* FAX (850) 668-5406  
CERTIFICATE OF AUTHORIZATION NO. 3496  
LICENSED BUSINESS NO. 7560  
ALAN WISE, P.E. - FL PE # 70831

TITLE	EROSION CONTROL PLAN
	DATE
	2-5-2018
	BY: BCW
PROJECT	BENNERS SAND MINE
	LEON COUNTY, FL
	DATE
	2-5-2018
SHEET	12
	OF:13
	DATE
	2-5-2018

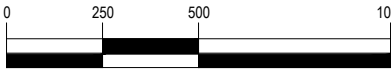
PROJECT	BENNERS SAND MINE
	LEON COUNTY, FL
	DATE
	2-5-2018
SHEET	12
	OF:13
	DATE
	2-5-2018





SHEET: 13 OF:13	FLORIDA ENVIRONMENTAL AND LAND SERVICES, INC. 221-4 DELTA COURT TALLAHASSEE, FLORIDA 32303 850-385-6255 (VOICE) 850-385-6355 (FAX)	PROJECT  BENNERS SAND MINE LEON COUNTY, FL	TITLE PROPOSED SETBACK REDUCTION REQUEST		DATE 2-5-2018	BY: BCW	CHK: EP	PROJ: 15-1220	No. 70831 2/5/18 STATE OF FLORIDA SIGNED BY DEER



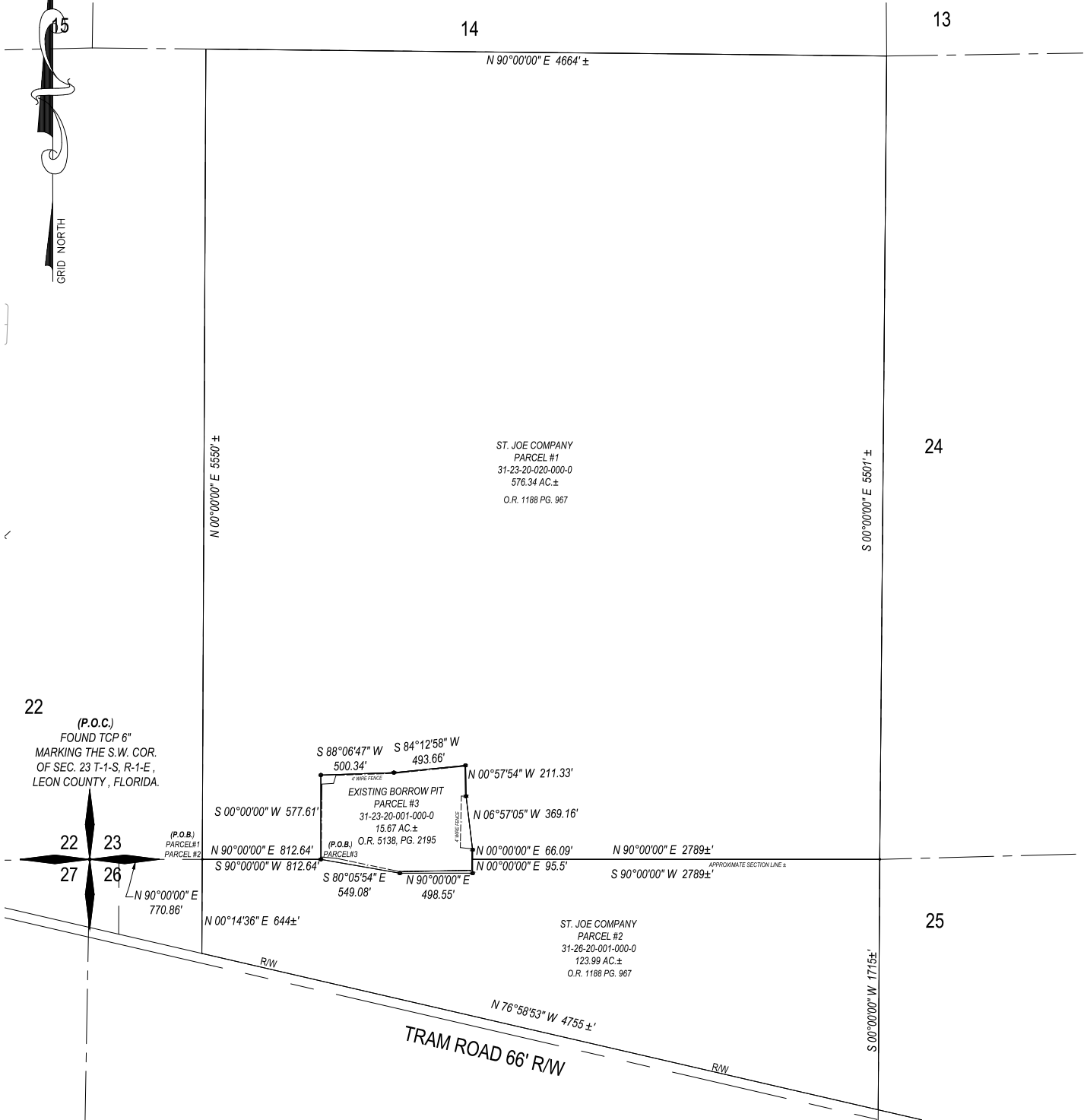


1 inch = 500 ft.



SPECIFIC PURPOSE SURVEY

SECTIONS 23,26 TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



SYMBOLS LEGEND:

- FOUND IRON ROD & CAP

STANDARD ABBREVIATIONS:

AC.	ACRES
CH=	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
L=	ARC LENGTH
N	NORTH
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
W	WEST
TCP	TERRA COTTA PIPE

GENERAL NOTES:

- NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
- BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYOR'S CERTIFICATION:

I hereby certify that the SURVEY shown hereon meets the Standards of Practice for Land Surveying in the State of Florida (F.A.C. 5J-17).  
The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS  
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

© Moore Bass Consulting UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.		The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.		FILE #	M01.037 EXISTING.dwg
				CONTRACT #	M01.037 ARCHIVE
				NOTEBOOK #	PAGE #
				DATE	2/7/18
				DRAWN BY	LDD
MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678 CERTIFICATE OF AUTHORIZATION No.00007245		CLIENT NAME BENNERS CONTRACTING, INC.	PROJECT NAME TRAM ROAD BORROW PIT	SHEET TITLE SPECIFIC PURPOSE SURVEY (EXISTING PARCEL CONFIGURATION)	1/2



BOUNDARY SURVEY  
SECTIONS 23,26 TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCEL 1

A parcel of land lying in Sections 23, Township 1 South, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the southwest corner of said Section 23, and run thence North 90 degrees 00 minutes 00 seconds East 770.86 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 00 degrees 00 minutes 00 seconds East 5550 feet+;; thence North 90 degrees 00 minutes 00 seconds East 4664 feet+;; thence South 00 degrees 00 minutes 00 seconds East 5501 feet+;; thence South 90 degrees 00 minutes 00 seconds West 2789 feet+;; thence North 00 degrees 00 minutes 00 seconds East 66.09 feet; thence North 06 degrees 57 minutes 05 seconds West 369.16 feet; thence North 00 degrees 57 minutes 54 seconds West 211.33 feet; thence South 84 degrees 12 minutes 58 seconds West 493.66 feet; thence South 88 degrees 06 minutes 47 seconds West 500.34 feet; thence South 00 degrees 00 minutes 00 seconds West 577.61 feet to the POINT OF BEGINNING, containing 576.34 acres, more or less.

PARCEL 2

A parcel of land lying in Section 26, Township 1 South, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of said Section 26, and run thence North 90 degrees 00 minutes 00 seconds East 770.86 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 90 degrees 00 minutes 00 seconds East 812.64 feet; thence South 80 degrees 05 minutes 54 seconds East 549.08 feet; thence North 90 degrees 00 minutes 00 seconds East 498.55 feet; thence North 00 degrees 00 minutes 00 seconds East 95.5 feet; thence North 90 degrees 00 minutes 00 seconds East 2789 feet+- ; thence South 00 degrees 00 minutes 00 seconds West 1715 feet+-; lying on the north Right of Way of Tram Road,thence along said Right of Way; North 76 degrees 58 minutes 52 seconds West 4756 feet+-; thence North 00 degrees 14 minutes 36 seconds East 644 feet+-; to the POINT OF BEGINNING, containing 123.99 acres, more or less.

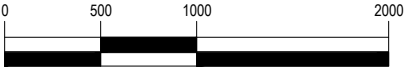
PARCEL 3

A parcel of land lying in Sections 23 & 26, Township 1 South, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the southwest corner of said Section 23, and run thence North 00 degrees 00 minutes 00 seconds East 1583.50 feet to a set iron rod and cap marking the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 80 degrees 05 minutes 54 seconds East 549.08 feet; thence North 90 degrees 00 minutes 00 seconds East 498.55 feet; thence North 00 degrees 00 minutes 00 seconds East 160.51 feet; thence North 06 degrees 57 minutes 05 seconds West 369.16 feet; thence North 00 degrees 57 minutes 54 seconds West 211.33 feet; thence South 84 degrees 12 minutes 58 seconds West 493.66 feet; thence South 88 degrees 06 minutes 47 seconds West 500.34 feet; thence South 00 degrees 00 minutes 00 seconds West 577.61 feet to the POINT OF BEGINNING, containing 15.67 acres, more or less.

<div>© Moore Bass Consulting</div> <div>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</div>	<div>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.</div>	FILE #	M01.037 EXISTING.dwg	
		CONTRACT #	M01.037	ARCHIVE
		NOTEBOOK #	PAGE #	
		DATE	2/7/18	DRAWN BY LDD
MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678 CERTIFICATE OF AUTHORIZATION No.00007245	CLIENT NAME BENNERS CONTRACTING, INC.	PROJECT NAME TRAM ROAD BORROW PIT	SHEET TITLE SPECIFIC PURPOSE SURVEY (EXISTING PARCEL CONFIGURATION)	2/2

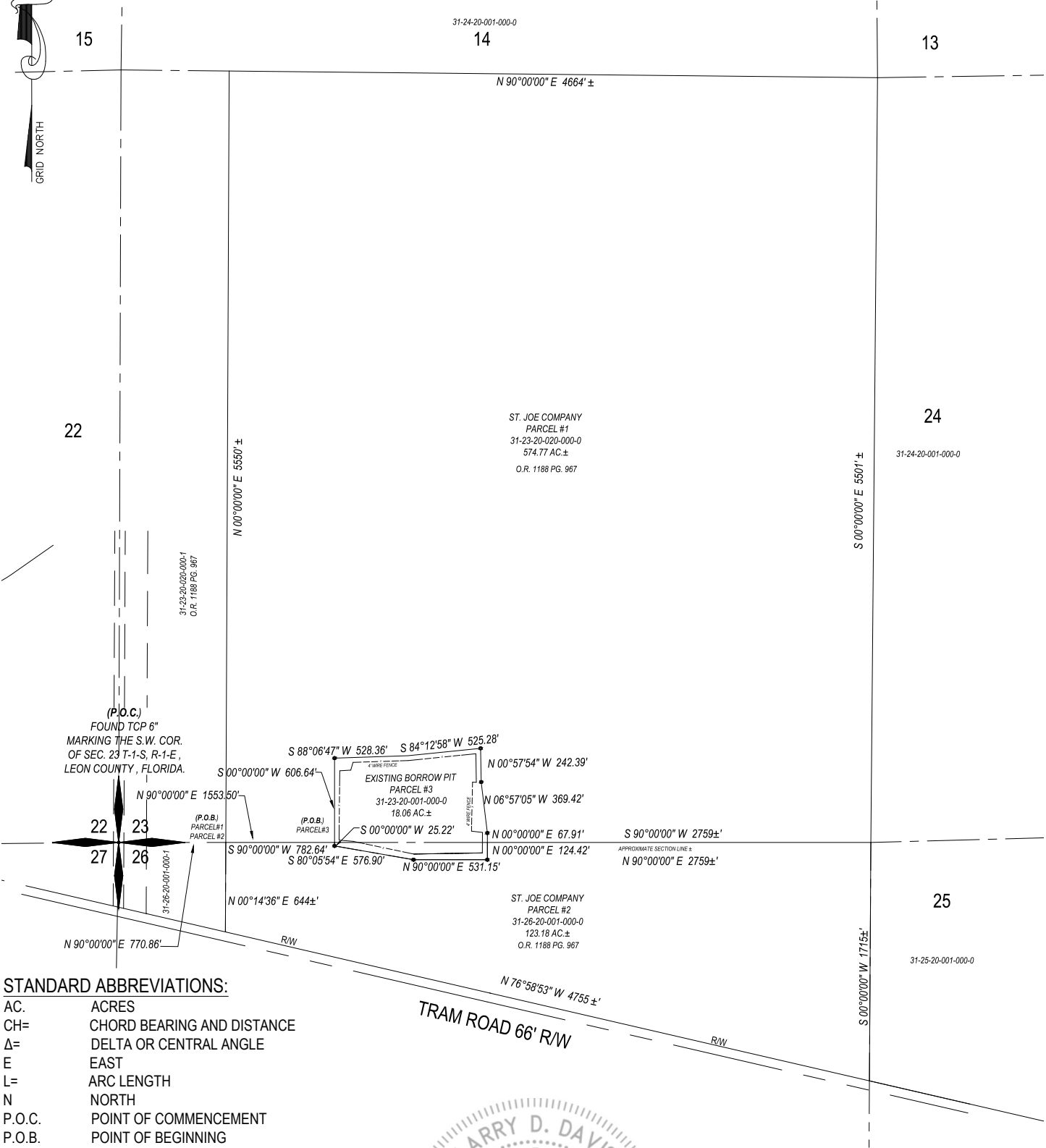
GRAPHIC SCALE



1 inch = 1000 ft.



SPECIFIC PURPOSE SURVEY  
SECTIONS 26,23 TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



STANDARD ABBREVIATIONS:

- AC. ACRES
- CH= CHORD BEARING AND DISTANCE
- Δ= DELTA OR CENTRAL ANGLE
- E EAST
- L= ARC LENGTH
- N NORTH
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R= RADIUS
- R/W RIGHT-OF-WAY
- S SOUTH
- W WEST
- TCP TERRA COTTA PIPE

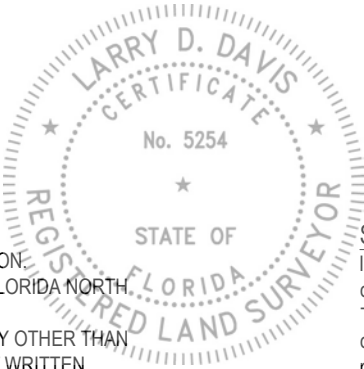
GENERAL NOTES:

- 1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
- 2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
- 3. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 4. THIS IS NOT A BOUNDARY SURVEY
- 5. DEPICTION OF SECTION LINES WERE TAKEN FROM COUNTY GIS DATABASE. A SURVEY WAS NOT PERFORMED TO VERIFY ITS ACCURACY.

SURVEYOR'S CERTIFICATION:

I hereby certify that the SURVEY shown hereon meets the Standards of Practice for Land Surveying in the State of Florida (F.A.C. 5J-17). The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS  
REGISTERED FLORIDA LAND SURVEYOR NO. 5254



© Moore Bass Consulting		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 #		M01.037 PROPOSED.dwg		
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.			CONTRACT #		M01.037	ARCHIVE	
			NOTEBOOK #		PAGE #		
			DATE		10/02/17	DRAWN BY	LDD
MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678 CERTIFICATE OF AUTHORIZATION No.00007245		CLIENT NAME BENNNERS CONTRACTING, INC.	PROJECT NAME Page 1019 of 1166 BORROW PIT	SHEET TITLE SPRINTED March 19, 2018 (ASAP SUBDIVISION)			1/2



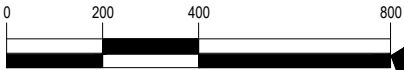
LEGAL DESCRIPTION:

PARCEL #1 (PARCEL ID #31-23-20-020-000-0)  
A parcel of land lying in Sections 23, Township 1 South, Range 1 East, Leon County, Florida, being more particularly described as follows:  
COMMENCE at the southwest corner of said Section 23, and run thence North 90 degrees 00 minutes 00 seconds East 770.86 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 00 degrees 00 minutes 00 seconds East 5550 feet+;; thence North 90 degrees 00 minutes 00 seconds East 4664 feet+;; thence South 00 degrees 00 minutes 00 seconds East 5501 feet+;; thence South 90 degrees 00 minutes 00 seconds West 2759 feet+;; thence North 00 degrees 00 minutes 00 seconds East 67.91 feet; thence North 06 degrees 57 minutes 05 seconds West 369.42 feet; thence North 00 degrees 57 minutes 54 seconds West 242.39 feet; thence South 84 degrees 12 minutes 58 seconds West 525.28 feet; thence South 88 degrees 06 minutes 47 seconds West 528.36 feet; thence South 00 degrees 00 minutes 00 seconds West 606.64 feet; thence South 90 degrees 00 minutes 00 seconds West 782.64 feet to the POINT OF BEGINNING, containing 574.77 acres, more or less.

PARCEL #2 (PARCEL ID #31-26-20-001-000-0)  
A parcel of land lying in Section 26, Township 1 South, Range 1 East, Leon County, Florida, being more particularly described as follows:  
COMMENCE at the northwest corner of said Section 26, thence run North 90 degrees 00 minutes 00 seconds East 770.86 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 90 degrees 00 minutes 00 seconds East 782.64 feet; thence South 00 degrees 00 minutes 00 seconds West 25.22 feet; thence South 80 degrees 05 minutes 54 seconds East 575.90 feet; thence North 90 degrees 00 minutes 00 seconds East 531.15 feet; thence North 00 degrees 00 minutes 00 seconds East 124.42 feet; thence North 90 degrees 00 minutes 00 seconds East 2759 feet+- ; thence South 00 degrees 00 minutes 00 seconds West 1715 feet+;; lying on the north Right of Way of Tram Road,thence along said Right of Way; North 76 degrees 58 minutes 52 seconds West 4756 feet+;; thence North 00 degrees 14 minutes 36 seconds East 644 feet+-; to the POINT OF BEGINNING, containing 123.18 acres, more or less.

PARCEL #3 (PARCEL ID #31-23-20-001-000-0)  
A parcel of land lying in Sections 23 & 26, Township 1 South, Range 1 East, Leon County, Florida, being more particularly described as follows:  
COMMENCE at the southwest corner of said Section 23, and run thence North 90 degrees 00 minutes 00 seconds East 1553.50; to the POINT OF BEGINNING. thence South 00 degrees 00 minutes 00 seconds West 25.22 feet; thence South 80 degrees 05 minutes 54 seconds East 576.90 feet; thence North 90 degrees 00 minutes 00 seconds East 531.15 feet; thence North 00 degrees 00 minutes 00 seconds East 192.31 feet; thence North 06 degrees 57 minutes 05 seconds West 369.42 feet; thence North 00 degrees 57 minutes 54 seconds West 242.39 feet; thence South 84 degrees 12 minutes 58 seconds West 525.28 feet; thence South 88 degrees 06 minutes 47 seconds West 528.36 feet; thence South 00 degrees 00 minutes 00 seconds West 606.64 feet to the POINT OF BEGINNING, containing 18.06 acres, more or less.

<div>© Moore Bass Consulting</div> <div>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</div>		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.		<div>FILE #</div> M01.037 PROPOSED.dwg	
				<div>CONTRACT #</div> M01.037	ARCHIVE
				<div>NOTEBOOK #</div>	PAGE #
				<div>DATE</div> 10/02/17	<div>DRAWN BY</div> LDD
<div>MOORE BASS CONSULTING, INC.</div> <div>805 N. GADSDEN STREET</div> <div>TALLAHASSEE, FL 32303 (850) 222-5678</div> <div>CERTIFICATE OF AUTHORIZATION No.00007245</div>	<div>CLIENT NAME</div> BENNERS CONTRACTING, INC.	<div>PROJECT NAME</div> TRAM ROAD BORROW PIT	<div>SHEET TITLE</div> LEGAL DESCRIPTIONS (ASAP SUBDIVISION)		2/2

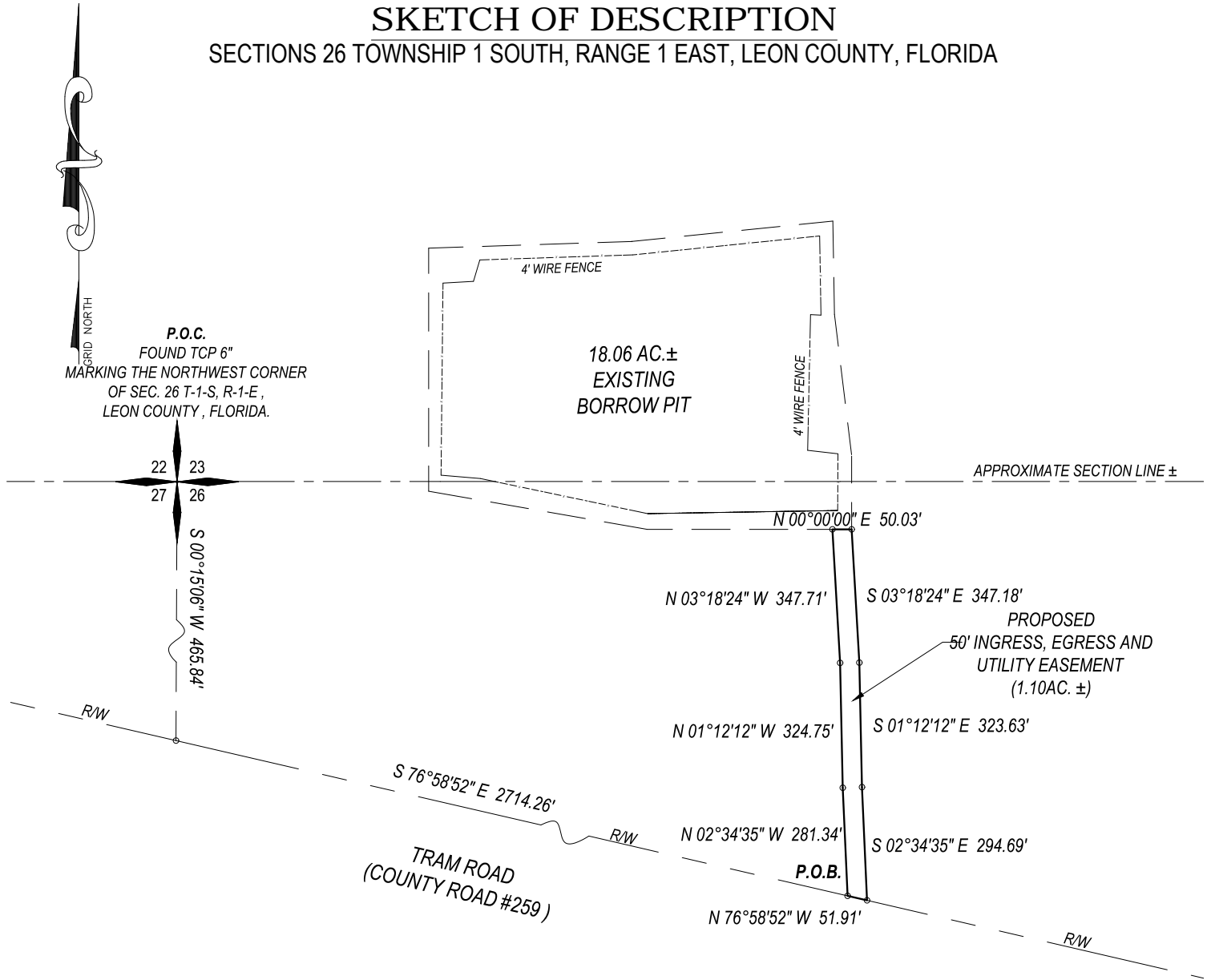


1 inch = 400 ft.



SKETCH OF DESCRIPTION

SECTIONS 26 TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



LEGAL DESCRIPTION:

A parcel of land lying in Section 26, Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at a found terra cotta pipe marking the northwest corner of said Section 26 and run thence South 00 degrees 15 minutes 06 seconds West 465.84 feet to the northerly right-of-way boundary of Tram Road (66' right-of-way); thence along said right-of-way run South 76 degrees 58 minutes 52 seconds East 2714.26 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, leaving said right-of-way, run North 02 degrees 34 minutes 35 seconds West 281.34 feet; thence North 01 degree 12 minutes 12 seconds West 324.75 feet; thence North 03 degrees 18 minutes 24 seconds West 347.71 feet; thence North 00 degrees 00 minutes 00 seconds East 50.03 feet; thence South 03 degrees 18 minutes 24 seconds East 347.18 feet; thence South 01 degree 12 minutes 12 seconds East 323.63 feet; thence South 02 degrees 34 minutes 35 seconds East 294.69 feet to a point lying on the northerly right-of-way boundary of Tram Road; thence along said right-of-way run North 76 degrees 58 minutes 52 seconds West 51.91 feet to the POINT OF BEGINNING, containing 1.10 acres, more or less.

GENERAL NOTES:

- NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
- BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYOR'S CERTIFICATION:

I hereby certify that the SURVEY shown hereon meets the Standards of Practice for Land Surveying in the State of Florida (F.A.C. 5J-17).  
The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS  
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

<div>© Moore Bass Consulting</div> <div>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</div>		<div>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.</div>		FILE #		TRAM ROAD PIT EASEMENT.dwg	
				CONTRACT #		M01.037	
				NOTEBOOK #		PAGE #	
				DATE		10/10/17	
MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678 CERTIFICATE OF AUTHORIZATION No.00007245		CLIENT NAME	PROJECT NAME		SHEET TITLE		1/1
		BENNERS CONTRACTING, INC.	TRAM ROAD BORROW PIT		SKETCH OF DESCRIPTION (INGRESS/EGRESS AND UTILITY EASEMENT)		





**LEON COUNTY**  
Department of Development  
Support & Environmental  
Management

**DEVELOPMENT REVIEW COMMITTEE MEETING**  
**February 21, 2018 @ 10:00 a.m.**

**STAFF RECOMMENDATION: CONDITIONAL APPROVAL**

**PROJECT**

**COORDINATOR:** Shawna Martin, Principal Planner, DSEM  
**PROJECT NAME:** Benner's Sand Mine (LSP170037)  
**ACREAGE:** 691 +/- acres (overall parcels); 18.06 (project acreage)  
**LEVEL OF REVIEW:** Type "C" Site Plan, FDPA Track  
**PARCEL ID#S:** 31-23-20-001-0000, 31-23-20-020-0000 and 31-26-20-001-0000  
**PROPERTY OWNER:** St. Joe Company & Watersound Aggregate Storage & Transport, LLC  
**APPLICANT:** Benners Materials LLC, 3618 Peddie Drive, Tallahassee, FL 32303  
**APPLICANT'S AGENT:** Elva Peppers, Florida Environmental and Land Services, Inc.  
**ZONING/FUTURE LAND USE CATEGORY:** Rural / Rural  
**PROPOSED USE:** Sand Mine with a 360 SF Construction Trailer  
**LOCATION:** Tram Road; approximately 1.6 miles east of Four Oaks Blvd.  
**ROADWAY ACCESS:** Tram Road (Minor Arterial Roadway)  
**UTILITY PROVIDER:** COT; although no utility service is being proposed at this time  
**APPROVAL BODY:** Leon County Board of County Commissioners (BOCC)

CONDITIONS OF APPROVAL	
1	<b>Perimeter Setback Reduction:</b> The applicant shall receive a favorable recommendation from the DRC for the reduction of the 100 feet perimeter setback requirement for the mining activity from the property boundaries. <i>Staff is supportive of the reduced perimeter setbacks as depicted on Sheet 13 of the site plan, which provides a range of between 35 feet (minimum) to 117 feet (maximum) around the mining operation.</i>
2	<b>Parking Standards Determination:</b> The applicant shall receive a favorable recommendation from the DRC for the 2 regular parking spaces proposed for the mining activity. <i>Staff is supportive of the proposal for 2 parking spaces for the sand mine, based on traffic studies for other uses that are similar in nature (Land Use 140: Manufacturing) which require 1.3 spaces per 1,000 SF and/or per employee.</i>
3	<b>Conservation Easement(s):</b> The applicant shall record conservation easements for the areas determined to contain <i>Bent Golden Aster</i> within the proposed parcel boundaries.
4	<b>Department of Health Permitting:</b> DOH has conditionally approved the proposal to utilize a portable toilet instead of installing a septic system, provided a permit application is submitted prior to the portable toilet being placed on-site. The application shall include a copy of a service contract with a Florida licensed portable toilet provider detailing the frequency of cleanout service.
5	<b>ASAP Affidavit of Recording:</b> The applicant shall record an ASAP affidavit together with the reconfigured parcel boundary surveys and legal descriptions prior to final site plan approval.
6	<b>Access/Utility Easement Recording:</b> The applicant shall record the access and utility easement providing legal access to the site prior to final site plan approval.
OUTSTANDING DEFICIENCIES	
1	<b>Technical Revisions:</b> Please refer to markups in ProjectDox for requested revisions to the site plan and in the attached staff memorandums that shall be made prior to final site plan approval.

### **PROJECT SUMMARY:**

The application requests approvals for the referenced sand mine/borrow pit that will define the limits of current and/or future sand mining activities within a 18.06+/- acre project area, create stormwater management facilities/erosion controls, as well as enact a sand mine operating permit. The applicant has a lease agreement of 75 acres of the subject property, but mining activities will be limited to the 18.06 acre portion of the lease area at this time. The applicant is proposing to place a 360 SF construction trailer on the property and DOH has conditionally approved the site plan subject to the installation of a portable toilet on-site with proper permitting through their office.

As part of this site plan application, an 18.06 acre parcel for the sand mining operation will be formally established to correct the improper subdivision of land. As noted in the PUV (VC170060R), PID# 31-23-20-001-0000 (a 15.67 acre parcel) was improperly subdivided from parent parcels (PID#s 31-23-20-020-0000 and 31-26-20-001-0000) by recording of a special warranty deed (OR BK 5130, PG 2109) on November 14, 2017 and subsequently by corrective warranty deed (OR BK 5138, PG 2195) on December 7, 2017. The applicant was originally proposing the 15.67 acre parcel referenced above as the project site; however, upon review of the application, staff determined that the required perimeter setback around the mine could not be accommodated within the parcel boundary. The applicant is now proposing to expand the parcel to 18.06 acres to support the sand mine operation and required perimeter setbacks.

### **ARTICLE VII. Subdivision and Site and Development Plan Regulations; Site and Development Plan Criteria, Section 10-7.407:**

The Leon County Land Development Code requires that a site and development plan comply with three general standards (in addition to compliance with Sections 10-7.107 and 10-7.108), which include:

1. Whether the applicable zoning standards and requirements have been met;
2. Whether the applicable provisions of the Environmental Management Act have been met; and
3. Whether the requirements of Chapter 10 and other applicable regulations or ordinances which impose specific requirements on site and development plans and development have been met.

### **APPLICATION REVIEW COMMITTEE STAFF FINDINGS:**

***Finding #1 – Rural Future Land Use Category (Policy 2.2.1 of the Future Land Use Element, Comprehensive Plan):*** The application has been determined consistent with the Rural Future Land Use Category of the Tallahassee-Leon County Comprehensive Plan (Attachment #1)

***Finding #2 – Concurrency (Section 10-3.105a):*** Sufficient capacity of concurrency facilities has been determined available to meet level of service standards for the existing population, vested development, and for the proposed development. A Final Certificate of Concurrency shall be issued upon final site plan approval.

***Finding #3 –Environmental Management (Article IV):*** The Environmental Services Division recommends conditional approval of the site plan, provided the deficiencies outlined in their staff report (Attachment #2) are reflected in the final site plan submittal.

***Finding #4 – Rural Zoning District (Section 10-6.612) & Restricted Uses (Section 10-6.611):*** All mining activities, as defined on the schedule of permitted uses, shall meet the applicable provisions of section 10-6.611 (special exception uses and restricted uses) and the applicable design standards noted in subsection 11 of the Rural zoning district. The site plan has been determined consistent with the Rural zoning district development standards and site design criteria which include building and parking setbacks, fencing requirements, vehicular access restrictions, hours of operation and a land reclamation plan. No on-site lighting is proposed.

*The mining activity, all accessory uses and structures, internal roadways, and driveways onto the adjacent streets shall be set back a minimum of 100 feet from the perimeter property boundaries or 200 feet from the nearest off-site residence, residential zoning district, or subdivision intended primarily for residential land use, whichever distance is greater. There is no adjacent off-site residence, so only the 100 foot perimeter setback applies.*

*The LDC allows for the reduction of the perimeter setback standard if approved in writing by the adjacent property owner(s). St. Joe has provided a letter stating they are supportive of a reduction in the required setback.*

**Condition of Approval:** *The applicant shall receive a favorable recommendation from the DRC for the reduction of the 100 feet perimeter setback requirement for the mining activity, including all accessory uses, structures and driveways, from the property boundaries.*

*Staff is supportive of the reduced perimeter setbacks as depicted on Sheet 13 of the site plan, which provides a range of between 35 feet (minimum) to 117 feet (maximum) around the mining operation.*

**Finding #5 – General Layout & Design Standards (Section 10-7.502):** *The application has been determined consistent with the with general layout and design standards pertaining to streets, driveways, stormwater management areas, proposed access/utility easements and protection of natural features. Public Works recommends approval of the project (see Attachment #3).*

**Condition of Approval:** *The applicant shall record the access and utility easement, providing legal access to the site, prior to final site plan approval.*

**Finding #6 – Buffer Zone Standards (Section 10-7.522):** *There are no buffering requirements between the proposed sand mine and the adjacent commercial forestry/siviculture use.*

**Finding #7 – Utilities (Section 10-7.523 – 10-7.526); Portable Restroom Use:** *No utility service is being proposed. The applicant is requesting the use of a portable toilet on site. Florida Administrative Code Chapter 64E-6.0101(7)(b) allows the Department of Health in Leon County (DOH-Leon) to permit portable toilets for permanent use in areas where restroom facilities are desirable for the promotion of public health and where conventional facilities are neither available nor practical.*

*Notes have been placed on the site plan that state the criteria set forth by DOH that would allow the use of portable toilet(s). Should an onsite water source be provided in the future, DOH has stated that the applicant will be required to discontinue use of the portable toilet(s) and install an approved onsite sewage treatment and disposal system. See Attachment #4.*

**Condition of Approval:** *The applicant shall submit a permit application to DOH prior to the placement of the portable toilet(s) onsite. Handwashing/hand sanitizing capabilities shall also be provided. The application shall include a copy of the service contract with a Florida licensed portable toilet provider detailing the frequency of cleanout.*

**Finding #8 – Fire Protection Facilities (Section 10-527):** *The City of Tallahassee Fire Department has provided approval for the project. See Attachment #5.*

**Finding #9 – Number of Off-Street Parking Spaces (Section 10-7.545 & Schedule 6-2):** *Off-street parking standards for sand mines are not listed in Section 10-7.545 (Schedule 6-2) of the LDC. Pursuant to Section 10-7.545(b), the county administrator or designee, upon review of the proposed use, shall*

*specify the required number of parking and loading spaces to be provided, using generally accepted traffic engineering practices and standards.*

**Condition of Approval:** *The applicant shall receive a favorable recommendation from the DRC for the 2 regular parking spaces proposed for the mining activity. Staff is supportive of the proposal for 2 parking spaces for the sand mine, based on traffic studies for other uses that are similar in nature (Land Use 140: Manufacturing) which require 1.3 spaces per 1,000 SF and/or per employee.*

***Finding #10 – Aquifer Protection (Article X, Div. 1):*** *The Aquifer Protection Division has provided clearance for the project. See Attachment #6*

***Finding #11- Street Naming and Property Numbering (Article XI):*** *The DSEM Addressing Unit has provided approval, noting that the sand mining operation would be provided a Tram Road address during the review of a Building Permit for placement of the construction trailer. See Attachment #7.*

***Finding #11 – ASAP Lot Split:*** *As part of this site plan application, an 18.06 acre parcel for the sand mining operation will be formally established to correct an improper subdivision of land.*

**Technical Revisions:** *The existing and proposed surveys require some technical revisions prior to final approval. These revisions are noted in the mark-up layer on ProjectDox.*

**Condition of Approval:** *The applicant shall record an ASAP affidavit together with the reconfigured parcel surveys and legal descriptions prior to final site plan approval.*

**PUBLIC NOTIFICATIONS AND RESPONSES:**

Agenda posted on County website	2/9/18
Legal advertisement	2/14/18
Sign Posted to Development Site (by applicant)	2/13/18
Mail notification to property owners within 1000 feet	2/9/18
Notices Mailed	45
Notices Returned	None
Responses	None

**ATTACHMENTS:**

1. Memorandum from the Tallahassee Leon County Planning Department (TLCPD)
2. Memorandum from the Environmental Services Division
3. Memorandum from the Leon County Public Works Department
4. Memorandum from the Leon County Department of Health (DOH)
5. Memorandum from the City of Tallahassee Fire Department
6. Memorandum from the City of Tallahassee Aquifer Protection Division
7. Memorandum from the DSEM Addressing Unit



# MEMORANDUM

**TO:** Development Review Committee (DRC) Members

**THROUGH:** Russell Snyder, Administrator, Land Use Planning Division, Tallahassee-Leon County Planning Department

**FROM:** Jiwuan Haley, Senior Planner, Tallahassee-Leon County Planning Department

**DATE:** February 15, 2018

**SUBJECT:** February 21, 2018 Development Review Committee Meeting (DRC)  
Benners Sand Mine (LSP170037) Type “C” - Final Design Plan Approval (FDPA) Track

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**Parcel ID (s):** 31-23-20-020-000-0  
31-23-20-001-000-0  
31-26-20-001-000-0

**Applicant:** Benners Materials LLC.

**Agent:** Elva Peppers, Florida Environmental & Land Services, Inc. – (850) 385-6255

**Future Land Use:** Rural

**Zoning District:** Rural (R)

## **Planning Department Findings:**

1. The application proposes the authorization of a sand mine within  $\pm 691$  acres located approximately 1.6 miles east of Four Oaks Blvd., immediately north of Tram Road. The applicant is currently leasing  $\pm 75$  acres and proposes to mine a  $\pm 18.06$  acre borrow pit identified on the site plan. The application requests approvals for the referenced sand mine/borrow pit that will define the limits of current sand mining activities through the creation of a separate parcel of  $\pm 18.06$  acres, create stormwater management facilities and erosion controls and establish an operating permit.
2. The proposed application is consistent with Policy 2.2.1 [L], which establishes the requirements for the Rural Future Land Use Map (FLUM) category in the *Tallahassee-Leon County Comprehensive Plan*.
3. The subject parcels are located within the Rural (R) zoning district and is designated as Rural on the Future Land Use Map (FLUM).
4. The parcels are located outside of the Urban Services Area (USA) and are not subject to the Tallahassee- Leon County Water and Sewer Agreement.
5. The parcels are accessed via Tram Road, a Minor Arterial maintained by Leon County.

**Planning Department Recommendation:**

The Planning Department has reviewed the proposed project and found it to be consistent with Policy 2.2.1 [L], which establishes the requirements for the Rural Future Land Use Map (FLUM) category in the *Tallahassee-Leon County Comprehensive Plan*. The Planning Department recommends approval with no conditions.

If you have any questions about the review, please contact Planning Department staff at 891-6400.



## Board of County Commissioners

### Interoffice-Memorandum

**DATE:** February 20, 2018

**TO:** Shawna Martin, Principal Planner, Development Services

**FROM:** Anna Padilla, P.E., CFM, Sr. Environmental Engineer, Environmental Services

**SUBJECT:** Benners Sand Mine  
Project ID: LSP17-0037; Type C – FDPA Track  
Tax Identification Number: 31-23-20-020-000-0 & 31-26-20-001-000-0

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Environmental Services has reviewed the revised Site Plan (LSP17-0037) and Environmental Management Permit (LEM17-00090) re-submittal for the proposed Benners Sand Mine. The following are the Environmental Services Division findings and deficiencies:

1. The proposed contours on the proposed grading plan still do not tie into existing contours in all locations and contours are still not clearly labeled. Please provide a proposed grading plan to be followed during mining operations that is based on, and ties into, existing conditions topographic information. Please ensure this proposed grading plan includes labels of contours (currently only 10-foot contours are labeled) and that all contours are visible (as shown the 10-foot contours cannot be seen).
2. The proposed grading plan does not tie back into existing adjacent contours in several locations. Please ensure the reclamation grading plan provides the final proposed grading plan with proposed contours that tie into existing contours around the edges of the mine pit.
3. Based on the proposed reclamation grading plan, the bottom of the proposed stormwater management facility will be reclaimed using native soils; however, it is unlikely that this will occur. Please revised calculations demonstrating the recovery of the stormwater management facility will be met without the connection to the native soils within the facility bottom or provide assurances as to how the proposed reclamation with native soils will occur.
4. As previously discussed, the areas of Bent Golden Aster shall be placed in a conservation easement. The property owner has agreed to place this area in a conservation easement. This easement agreement has not been finalized and recorded but shall be recorded prior to EMP approval.

It is not anticipated that revisions to the plans based on these comments will impact the site layout. The Environmental Services Division does not object to a conditional approval, provided that the deficiencies listed above are addressed to the satisfaction of Environmental Services prior to final Site Plan approval.

# BOARD OF COUNTY COMMISSIONERS

## MEMORANDUM

**DATE:** February 19, 2018  
**TO:** Shawna Martin, Principal Planner  
**FROM:** Charley M. Schwartz, P.E., Senior Design Engineer (phn: 850-606-1562)  
**SUBJECT:** Benners Sand Mine (LSP170037)  
Development Review Committee Meeting for February 21<sup>st</sup>, 2018

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Public Works has reviewed the site plan for the subject project and recommends approval.

**Shawna Martin - RE: FW: Sand Mine Questions**

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**From:** "Mahon, Alex L" <Alex.Mahon@flhealth.gov>  
**To:** Shawna Martin <MartinS@leoncountyfl.gov>  
**Date:** 12/13/2017 2:31 PM  
**Subject:** RE: FW: Sand Mine Questions  
**Cc:** "Davis, Katherine" <Katherine.Davis@flhealth.gov>

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Shawna,

Florida Administrative Code Chapter 64E-6.0101(7)(b) allows the Department of Health in Leon County (DOH-Leon) to permit portable toilets for permanent use in areas where restroom facilities are desirable for the promotion of public health and where conventional facilities are neither available nor practical. Based on the information provided by the applicant below, DOH-Leon will allow the use of portable toilet(s) provided the applicant submits a permit application with this office prior to the placement of the portable toilet(s) onsite. Handwashing/hand sanitizing capabilities will also need to be provided and a copy of the service contract with a Florida licensed portable toilet provider detailing the service frequency must be submitted with the application.

Should an onsite water source be provided in the future, the applicant will be required to discontinue use of the portable toilet(s) and install an approved onsite sewage treatment and disposal system.

Alex Mahon  
Florida Department of Health in Leon County  
Environmental Health Division  
[\(850\) 606-8350](tel:(850)606-8350)  
fax: [\(850\) 487-3168](tel:(850)487-3168)  
P.O. Box 2745  
Tallahassee, FL 32316

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<https://www.surveymonkey.com/s/L7F8JVS>

Mission: To protect, promote and improve the health of all people in Florida through integrated state, county and community efforts.

Vision: To be the Healthiest State in the Nation

Please Note: Florida has a very broad public records law. Most written communications to and from state officials regarding state business are public records available to the public and media upon request. Your email communication may therefore be subject to public disclosure.



## **TALLAHASSEE FIRE DEPARTMENT SITE PLAN REQUIREMENTS**

Project Name: Benners Sand Mine  
Parcel ID # 31-26-20-001-0000  
LSP 170037  
AGENT: Elva Peppers  
PLANNER: Shawna Martin  
MEETING DATE: February 21, 2018

The required width of a fire department access road shall not be obstructed in any manner, including the parking of vehicles. *NFPA 1, 18.2.4.1.1, Fifth Edition of the Florida Fire Prevention Code*).

The Tallahassee Fire Department has no additional site plan related comments regarding the above referenced property subdivision, construction trailer and existing on-site mining operations.

Gary Donaldson  
Tallahassee Fire Department  
435 N. Macomb St. – 1<sup>st</sup> Floor  
Tallahassee FL 32301  
(850)891-7179  
Gary.Donaldson@talgov.com

# Aquifer Protection Site Review Clearance Form

City of Tallahassee  
Your Own Utilities™

Attachment #2

Page 11 of 12



## Site Information Site Name: **Benners Sand Mine Type C (FDPA)**

Team: Aquifer Protection

Location: 5011 Southwood Plantation Rd

Tax ID: 31-23-20-020-0000

Status: TYPE A SITE PLAN

AgendaDate:

Date of Site Visit: Monday, December 18, 2017

Inspected by: Cory Seay

*Important: It is the permittee's responsibility to provide the documentation indicated in the checked sections below. Aquifer Protection Clearance will be issued only after the required documentation is provided to: Aquifer Protection Section, 3805 Springhill Road, Tallahassee, FL, 32305-6502; Phone (850)891-1200; Fax (850)891-1062. If additional wells, borings, or Regulated Substances not described below are discovered by the permittee during site clearing or other permitted activities, the permittee shall comply with the appropriate provisions in Leon County Land Development Code Article XIV and shall notify the Aquifer Protection Section of actions taken to comply with these provisions.*

## Aquifer Protection Items Found on Site And Action Required:

☐ Unused Well(s) Number Of Wells: 0

*The unused well(s) must be properly abandoned by a licensed well contractor following Northwest Florida Water Management District guidelines {(850)539-5999}. The NWFWMMD inspection report will required as proof of proper abandonment. [Authority -- Leon County Code Section 10-1957(a)(1) and Chapter 40A-3.531(1), (2)(b), (4), and (5), Florida Administrative Code.]*

☐ Geotechnical Borings

*The geotechnical borings must be properly abandoned. Borings less than 25 feet deep may be back-filled with the original or other clean soil. Borings deeper than 25 feet shall be grouted with neat cement from bottom to top. A signed statement from the geotechnical consultant that the borings have been properly abandoned will be considered adequate proof of action completion. [Authority -- Leon County Code Section 10-1957(b)]*

☐ Regulated Substances/Waste

*The on-site waste described above must be disposed of properly. On-site waste which could present a hazard to water resources if improperly handled (including solvents, paints, pesticides, waste oil, batteries, fluorescent lights or other mercury containing devices, etc.) must be removed from the site by either a Department of Environmental Protection-approved hazardous waste transporter, recycler, or in many cases may be transported by the permittee to the Leon County Hazardous Waste Center, located at the Leon County Landfill. If the Hazardous Waste Center is used, they must be contacted for approval and delivery scheduling (922-0400) prior to the contractor removing the waste from the site. Regardless of the approved method of disposal chosen the permittee must obtain receipts documenting the proper disposal of the waste. Copies of waste receipts will be required as proof that action was properly completed. [Authority -- Leon County Code Section 10-1959.]*

☐ Other:

The project is to authorize a sand mine at the property. A mine/borrow pit was previously authorized but has not been in operation for years. Aquifer protection approved!

## Aquifer Protection Clearance

*This Clearance form will be signed by a member of the Aquifer Protection Section when all actions identified above have been completed. The final environmental inspection will not be conducted and the permit will not be issued until the Aquifer Protection Clearance is completed.*

Aquifer Protection Clearance: Cory Seay

Date: 12/18/2017

LSP170037

LEON COUNTY  
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT  
*Addressing Unit Memorandum*

DATE: January 30, 2018  
SUBJECT: LSP170037 – Benners Sand Mine  
Addressing Staff Contact: Lisa Scott, Addressing Program Coordinator

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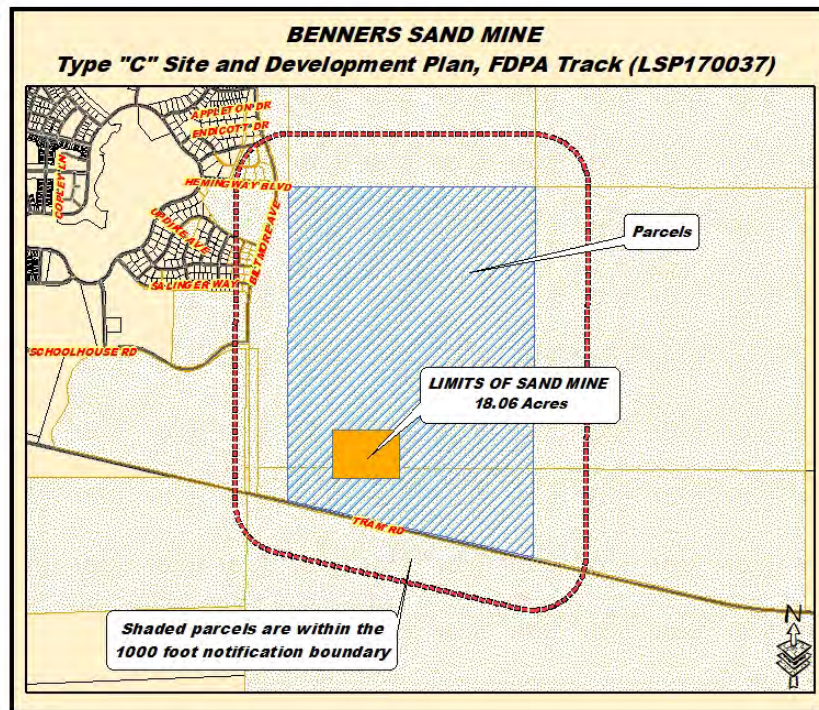
**Findings:**

During permit submittal for this project a new address would be established according to the approved access easement off Tram Road.



**PUBLIC HEARING  
LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
MARCH 27, 2018 – 6:00 P.M.  
LEON COUNTY COURTHOUSE  
5<sup>TH</sup> FLOOR COMMISSION CHAMBERS  
TYPE “C” SITE AND DEVELOPMENT PLAN**

1. **Project Name:** Benners Sand Mine  
Type “C” Final Development Plan (FDPA Track)  
**Applicant:** Benners Materials, LLC  
**Project Area:** 18.06 +/- acres  
**PARCEL I. D.:** 31-23-20-020-0000, 31-23-20-001-0000 and 31-26-20-001-0000  
**Project:** The application requests approvals for the referenced sand mine/borrow pit that will define the limits of current sand mining activities through the creation of a separate parcel of 18.06 acres, create stormwater management facilities and erosion controls and establish an operating permit.



These plans are available for review electronically through the County’s plans review program, “ProjectDox.” For further information or for assistance accessing these documents electronically, please call the Leon County Department of Development Support and Environmental Management at 606-1300.

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Leon County Community and Media Relations at 850-606-5300, or Leon County Facilities Management at 850-606-5000. Written or oral requests for special accommodations shall be provided at least 48 hours prior to the meeting. Communication assistance for residents who are blind, deaf, hard-of-hearing or speech impaired is provided by the State of Florida Relay Service. To connect, please call 7-1-1 (TDD and Voice).

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #19**

# Leon County Board of County Commissioners

## Agenda Item #19

March 27, 2018

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

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

**Title:** First and Only Public Hearing to Consider Adoption of Resolution Authorizing Road Improvements for Tower Oaks Subdivision

<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 Tony Park, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Dan Rigo, Assistant County Attorney Mitzi McGhin, Real Estate Specialist

### **Statement of Issue:**

This agenda item requests the Board to conduct a public hearing to consider the adoption of a Resolution approving road improvements for the Tower Oaks Subdivision. These road improvements were requested by the Tower Oaks property owners in accordance with Ordinance No. 13-10 (the 2/3 Ordinance), as codified in Article II, Chapter 16 of the Leon County Code.

### **Fiscal Impact:**

This item has a fiscal impact. The initial cost estimate for the proposed road improvements is \$594,821, which will ultimately be reimbursed by the property owners via a special assessment upon those abutting parcels that are determined to receive a special benefit from the improvements. The County will fund the cost until such time as the project is complete and the special assessments are levied, which will allow the property owners to pay for the improvements over a period of time. A Resolution and Budget Amendment Request appropriating available fund balance in the Two-Thirds Special Assessment Fund to provide funding for the project is attached for the Board's consideration.

### **Staff Recommendation:**

- Option #1: Conduct the first and only public hearing and adopt the Resolution approving requested road improvements for Tower Oaks Subdivision (Attachment #1).
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

## **Report and Discussion**

### **Background:**

At the February 27, 2018 meeting, the Board approved the request to schedule a Public Hearing to consider road improvements for the Tower Oaks Subdivision. This agenda item requests the Board conduct the first and only public hearing for consideration of adopting a Resolution approving requested road improvements for the Tower Oaks Subdivision (Attachment #1). These road improvements were requested by the Tower Oaks property owners in accordance with Ordinance No. 13-10, the 2/3 Ordinance, which is codified in Chapter 16, Article II of the Code of Laws of Leon County, entitled "Improvements to Roads."

Pursuant to the 2/3 Ordinance, the County received the requisite number of requests for road improvements from the owners of not less than two-thirds (67%) of the parcels in Tower Oaks Subdivision. Tower Oaks is an 81-lot single-family residential subdivision located in northwest Leon County along the north side of Tower Road (Attachment #3). The requests were compiled and delivered by the President of the Tower Oaks Subdivision Homeowners Association (Tower Oaks HOA), as the owners' designated representative.

In order to proceed with the design and construction of the project, a public hearing must be held at which the Board may reject the request for road improvements, or approve by Resolution all or any part of the requested road improvements. Appropriate notice of the public hearing has been advertised and mailed to the owners in accordance with the 2/3 Ordinance (Attachment #4).

### **Analysis:**

This is the first request for road improvements that the Board has received since the May 2013 adoption of the 2/3 Ordinance, which substantially rewrote Chapter 16, Article II of the Code. A copy of the Board's May 14, 2013 public hearing is attached to provide the Board with a thorough background of the origination of the ordinance amendment and a detailed explanation of the changes (Attachment #5). By way of review, the more notable changes to the road improvements program are described below.

First, one hundred percent (100%) of all right-of-way that is needed for a road improvement project must be donated to the County before the County will commence construction of the improvements. This means that any land, whether it be a strip of road frontage needed to widen an existing road or an entire parcel of land needed to construct an associated stormwater management facility, must be conveyed by the parcel owners to the County as a gift before the County will begin construction of the improvements. These terms are specifically and clearly set forth in the initial written request for road improvements that is executed by the parcel owners. The burden is on the owners, at the owners' expense, to provide good and marketable title to any needed right-of-way. For the Tower Oaks project, it has been determined that the only rights-of-way needed for the project are owned by the Tower Oaks HOA. According to its President, the Tower Oaks HOA is prepared to donate the required rights-of-way in accordance with the 2/3 Ordinance.

Second, if, at any time prior to the commencement of construction of the improvements the initial cost estimate increases by more than fifteen percent (15%), the project will cease. Written notification of the cost increase will be provided to the designated owners' representative, and before the project can proceed any further, the property owners will have to submit to the County new requests for improvements from the owners of no less than two-thirds of the parcels. Upon receipt of the requisite number of requests, the project can recommence upon approval by the Board. The initial cost estimate for the project, as determined by County staff, is \$594,821.

As indicated previously, the County has received the requisite number of requests for road improvements for the Tower Oaks Subdivision. Specifically, the owners of 59 of the 81 parcels (72% of the parcels) located in Tower Oaks submitted their requests for road improvements, which satisfies the "not less than two-thirds" number of owners required for the Board to conduct a public hearing to consider the requested improvements. The proposed road improvements will consist of upgrades to the existing roads and replacement of the existing sidewalks, together with improvements to the stormwater control and drainage system associated with the roads. Upon completion of the road improvements, the actual cost of the project will be reimbursed by the owners by means of a special assessment upon those abutting parcels that are determined by the Board to receive a special benefit from the improvements. A Special Assessment Analysis was prepared by Diskin Property Research (Attachment #6) to assist the Board with its determination of the special benefit received by the abutting parcels based on the initial cost estimate. Upon completion of the project, the consultant will update the Analysis using the total project costs to assist the Board in determining the final special assessment amount.

The consultant concluded in the Special Assessment Analysis that the special assessment, which will allow the lot owners to fund the improvements without seeking other financing options, will be a special benefit to the lot owners. He further concluded that, because of the commonality of use of the 81 lots in the subdivision for single-family residences, the appropriate method of apportioning the special assessment in an equitable manner is the per-lot basis. The Special Assessment Analysis, therefore, clarifies the two issues needed to support a special assessment: (i) the lot owners abutting the roadways and associated stormwater drainage improvements will receive a special benefit if constructed in accordance with the initial cost estimate; and (ii) the method for apportioning the special assessment is justified. Finally, based on the information presented in the Analysis, the consultant concluded, based on the initial cost estimate amount, that the per-lot special assessment for each of the 81 lots would be as follows:

Initial Cost Estimate	<u>\$594,820.76</u>
Number of Residential Lots	81
<b>Special Assessment per Lot</b>	<b>\$ 7,343.47</b>

The County will fund the cost of the project until such time as the project is complete and the special assessments are levied at a second public hearing based on the actual project costs. The payment of the total special assessment levied against each lot is divided into a number of annual installments up to fifteen years, as determined by the Board. Pursuant to the Code, the annual installments are billed to the owners on their property tax bills as a non-ad valorem assessment. Once the improvements are completed, the County will maintain the roadways.



In preparation for presenting the project to the Board, a postcard invitation was mailed to each of the Tower Oaks owners inviting them to a community meeting hosted by County staff on February 7, 2018 at the Lake Jackson Community Center. Six of the owners, including the Tower Oaks HOA President, attended the meeting and were given updates on the initial cost estimate, the process by which the project would be presented to the Board, and the estimated project schedule. In addition, the owners were also presented with preliminary estimates of the per lot annual installments for the special assessment based on the County's past practice in 2/3 projects of extending the payout over terms of eight, ten, or fifteen years. By way of example, the \$7,343.47 special assessment per lot, based on the initial cost estimate, amortized over fifteen years at an annual interest rate of 3.29% (based on the 10-year Treasury Note), would result in an annual non-ad valorem assessment of \$628.11.

In order to proceed with the road improvements project for Tower Oaks, the 2/3 Ordinance requires that a public hearing be held by the Board no sooner than 20 days after notice of the public hearing is published in the newspaper and mailed to the Tower Oaks parcel owners. At the public hearing the Board will hear all interested persons and may then reject the request for road improvements or, by Resolution, approve all or any part of the requested road improvements and direct that a pending special assessment lien be imposed upon each of the abutting parcels that derive a special benefit from the improvements.

In accordance with the 2/3 Ordinance, the proposed Resolution contains the name of each owner of each parcel upon which a pending special assessment lien is imposed, along with a description of each parcel. It also contains Board direction that prohibits the road improvements from being commenced until the donations of all needed rights-of-way have been obtained, and further that, if such donations cannot be obtained within 180 days after the documentation identifying the needed rights-of-way is provided to County staff, the project shall be terminated. The 2/3 Ordinance further requires that an executed copy of the Resolution be recorded in the official records in a manner that will allow the discovery of the Resolution through a search of any of the owners' names contained therein. Upon the recording of the Resolution, it will become a pending special assessment lien on each of the listed Tower Oaks parcels.

Assuming the Board adopts the proposed Resolution, the engineering design and permitting phase for the project will begin, to be followed by the construction bid process. Upon completion of the road improvements and determination of the total costs, staff will prepare a special assessment roll containing the Tower Oaks parcel descriptions, the amount of the special benefit to each parcel, and the amount of the special assessment to be imposed against each parcel, and the proposed number of annual installments into which the special assessment is to be divided. The special assessment roll will then be considered for acceptance and approval by the Board at an appropriately noticed public hearing.

Based on the County's receipt of the requisite number of request for road improvements from the Tower Oaks owners, and in accordance with the 2/3 Ordinance, staff recommends that the Board conduct the first public hearing as requested to consider adoption of a Resolution authorizing the requested road improvements for Tower Oaks Subdivision.

**Options:**

1. Conduct the first and only public hearing and adopt the Resolution approving requested road improvements for Tower Oaks Subdivision (Attachment #1).
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Conduct the first and only public hearing and do not adopt the Resolution approving requested road improvements for Tower Oaks Subdivision.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. Resolution Approving Requested Road Improvements for the Tower Oaks Subdivision and Imposing Pending Special Assessment Liens on Abutting Parcels
2. Resolution and associated Budget Amendment Request
3. Tower Oaks Subdivision Location Maps, Plat Map, and Aerial Photo
4. Notice of Public Hearing
5. Public Hearing Agenda Item from May 14, 2013 to Consider Adoption of the 2/3 Ordinance
6. Special Assessment Analysis dated February 8, 2018 prepared by Diskin Property Research

**RESOLUTION NO.: R18-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, APPROVING REQUESTED ROAD IMPROVEMENTS FOR TOWER OAKS SUBDIVISION AND IMPOSING PENDING SPECIAL ASSESSMENT LIENS ON ABUTTING PARCELS DERIVING A SPECIAL BENEFIT FROM SAID ROAD IMPROVEMENTS**

**WHEREAS**, pursuant to Chapter 16, Article II of the Code of Laws of Leon County, Florida, entitled “Improvements to Roads” (hereinafter referred to as the “2/3 Ordinance”), the staff of Leon County, Florida (hereinafter the “County”) has received a request for road improvements from the owners of not less than two-thirds of the parcels abutting the roads in the Tower Oaks Subdivision, an 81-lot single-family residential subdivision lying in Section 31, Township 2 North, Range 1 West, Leon County, Florida, as recorded in the Public Records of Leon County at Plat Book 13, Page 26 (hereinafter “Tower Oaks”); and

**WHEREAS**, the proposed road improvements will consist of upgrades to the existing roads and replacement of the existing sidewalks, together with improvements to the stormwater control and drainage system associated with the roads. (hereinafter referred to collectively as the “Road Improvements” or the “Project”); and

**WHEREAS**, in accordance with the 2/3 Ordinance, the County’s Board of County Commissioners (hereinafter the “Board”) held a public hearing during its regular meeting on March 27, 2018 (hereinafter the “First Public Hearing”), and heard from all interested persons in considering the Tower Oaks request for Road Improvements and the extent to which the parcels abutting the Road Improvements would derive a special benefit; and

**WHEREAS**, attached as Exhibit “A” for the Board’s consideration is a list containing the name of each owner of each parcel abutting the requested Road Improvements, along with a

description of each parcel, against which a special assessment will be proposed to be levied after the completion of the Project (hereinafter referred to collectively as the “Abutting Parcels”); and

**WHEREAS**, a notice of the First Public Hearing was timely published in the *Tallahassee Democrat*, a newspaper of general circulation in Leon County, and mailed to the owners of the Abutting Parcels; and

**WHEREAS**, the County will fund the cost of the Project until such time as the Project is complete and the special assessments are levied by the Board at a second public hearing based on the actual Project costs and the Board’s determination of the special benefits derived by each Abutting Parcel from the Road Improvements; and

**WHEREAS**, upon conducting the First Public Hearing and hearing from any and all interested persons on the requested Road Improvements, the Board is in approval of proceeding with the Road Improvements as requested; and

**WHEREAS**, the Board has considered the Special Assessment Analysis for Tower Oaks Subdivision prepared by Diskin Property Research dated February 8, 2018, to determine that the Abutting Parcels will derive a special benefit from the Road Improvements; and

**WHEREAS**, in accordance with the 2/3 Ordinance, upon the recording of this Resolution in the official records of Leon County it shall constitute a pending special assessment lien on each of the Abutting Parcels in the interim while the Project is being designed and constructed, and will thereafter be superseded, canceled, and replaced by the special assessment lien levied by the Board at a second public hearing after the completion of the Project.

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

1. All procedural requirements of the 2/3 Ordinance have been met in order for the Board to hold the First Public Hearing.

2. The requested Road Improvements are hereby approved to include, but not be limited to, upgrades to the existing roads and replacement of the existing sidewalks, together with improvements to the stormwater control and drainage system associated with the roads.

3. The Road Improvements shall not be commenced until the donations of all needed rights-of-way have been obtained. If such donations cannot be obtained within 180 days after the documentation identifying the needed rights-of-way is provided to County staff, the Project shall be terminated. However, the 180-day deadline for obtaining such donations of rights-of-way may be extended for good cause at the discretion of the County Administrator.

4. After considering the Special Assessment Analysis for Tower Oaks Subdivision prepared by Diskin Property Research dated February 8, 2018, the Board hereby determines that the Abutting Parcels, as listed in Exhibit "A" attached hereto and made a part hereof, will derive a special benefit from the Road Improvements.

5. An executed copy of this Resolution shall, no later than ten days after its adoption, be recorded in the official records of Leon County and, upon such recordation, shall thereafter constitute a pending special assessment lien on the Abutting Parcels.

6. For purposes of this Resolution, and as defined in the 2/3 Ordinance, a pending special assessment shall mean a special assessment in a pending amount, with such amount to be determined by the Board in accordance with the 2/3 Ordinance, after the completion of the requested Road Improvements.



**DONE AND ADOPTED** by the Board of County Commissioners of Leon County,  
Florida, on this the 27th day of March, 2018.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
NICK MADDOX, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

GWENDOLYN MARSHALL, CLERK  
OF THE CIRCUIT COURT & COMPTROLLER  
LEON COUNTY, FLORIDA

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

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY  
LEON COUNTY, FLORIDA

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

## Exhibit "A"

TOWER OAKS SUBDIVISION  
LIST OF ABUTTING PARCEL OWNERS

Page 1 of 2

PARCEL ID	PARCEL LOCATION	PARCEL OWNERS	O.R. BOOK/PAGE FOR DEED
243126 0001:	TOWER OAKS SUBDIVISION LIST	TOWER OAKS SUBDIVISION H.O.A.	OR 2600/1248
2431260000010:	5555 PLEASANT PINES CT	LISA D STEPHENS	OR 2950/1025
2431260000020:	5559 PLEASANT PINES CT	SARAH J MOORE	OR 4790/2131
2431260000030:	5563 PLEASANT PINES CT	NORMA J WASHINGTON	OR 2950/1772
2431260000040:	5567 PLEASANT PINES CT	SHAWN AND JENNIFER CANFIELD	OR 4631/1699
2431260000050:	5572 PLEASANT PINES CT	MAYANK SINGH AND RITU CHANDRAA	OR 4375/499
2431260000060:	5568 PLEASANT PINES CT	ABIGAIL LOPEZ	OR 4929/1411
2431260000070:	5564 PLEASANT PINES CT	KAREN A RANDOLPH	OR 2904/2373
2431260000080:	5556 PLEASANT PINES CT	PATRECIA J SILIANO AND GINGER DRYE	OR 2926/1468
2431260000090:	5563 LILY POND CT	BRANDI L MCNEALY	OR 4140/2051
2431260000100:	5567 LILY POND CT	TATIANA ECHEVARRIA	OR 4696/1571
2431260000110:	5571 LILY POND CT	COLUMBUS WILSON	OR 3748/1085
2431260000120:	5575 LILY POND CT	TANASHIA R AND LEONARD H HUFF	OR 3272/1713
2431260000130:	5576 LILY POND CT	DANNY K PHILLIPS	OR 3937/131
2431260000140:	5572 LILY POND CT	ALEXIS CLARK	OR 4810/1906
2431260000150:	5568 LILY POND CT	PHU DUC QUAN AND DUNG THI NGUYEN	OR 4708/2115
2431260000160:	5564 LILY POND CT	ALLISON M ARMOUR	OR 4601/1974
2431260000170:	5561 TOWER WOOD TRL	MIESHA L BELFORD	OR 2726/122
2431260000180:	5565 TOWER WOOD TRL	MARCUS JACKSON	OR 2757/1460
2431260000190:	5569 TOWER WOOD TRL	CHANEKA DOUGLAS	OR 4929/2114
2431260000200:	5571 TOWER WOOD TRL	KAWANZASIS M HENDERSON	OR 4222/1137
2431260000210:	5575 TOWER WOOD TRL	THERESA L BLACK	OR 4638/1766
2431260000220:	5579 TOWER WOOD TRL	HOLLIE DALE LLC	OR 4791/2029
2431260000230:	5583 TOWER WOOD TRL	BENJAMIN CLEARY AND HEATHER S MOLA	OR 3311/34
2431260000240:	5587 TOWER WOOD TRL	JUAN C CARDONA CABAN AND LIZ M SALINA	OR 5049/489
2431260000250:	5593 TOWER WOOD TRL	LATASHA M SPEIGHTS	OR 4158/263
2431260000260:	5588 TOWER WOOD TRL	RICHARD J AND MARY MICHELLE BONO	OR 5113/2274
2431260000270:	5584 TOWER WOOD TRL	CARLTON W AND SUSIE M MCWHITE	OR 4381/1146
2431260000280:	5580 TOWER WOOD TRL	CHRISTOPHER W AND CARESSA D NEE	OR 4006/2073
2431260000290:	5576 TOWER WOOD TRL	JACQUELINE B NICKERSON	OR 4673/1665
2431260000300:	5572 TOWER WOOD TRL	ANGELA J CORLEY	OR 4989/1464
2431260000310:	5568 TOWER WOOD TRL	STAFFORD CLYDE II AND ANNETTE N KING	OR 3744/1240
2431260000320:	5564 TOWER WOOD TRL	JOHN M BARRETT	OR 3551/567
2431260000330:	5560 TOWER WOOD TRL	CAMILLE KALLENBORN	OR 5073/266
2431260000340:	5556 TOWER WOOD TRL	SHIRLEY D SMITH	OR 4734/902
2431260000350:	5552 TOWER WOOD TRL	MALLORY R KEE	OR 5100/1529
2431260000360:	5531 TOWER WOOD TRL	THOMAS S KREPPS	OR 4260/1872
2431260000370:	5535 TOWER WOOD TRL	PAUL K HARAI	OR 4398/2251
2431260000380:	5539 TOWER WOOD TRL	ANNA AND JEDADIAH PADILLA	OR 3416/2147
2431260000390:	5543 TOWER WOOD TRL	ANGELA BUTLER	OR 3339/1668
2431260000400:	5547 TOWER WOOD TRL	MURIEL ETIENNE	OR 3575/1137
2431260000410:	5551 TOWER WOOD TRL	G AND J HOMES, LLC	OR 5126/820
2431260000420:	5548 CATTAIL CT	ALBERTA S WILLIAMS	OR 2787/2249
2431260000430:	5544 CATTAIL CT	CHELSEA E SCHLEPP	OR 4582/952
2431260000440:	5540 CATTAIL CT	DAVID K AND LUCINDA L BONDS	OR 2923/2036
2431260000450:	5536 CATTAIL CT	SHIRLEY A AUSTIN	OR 2789/2356
2431260000460:	5532 CATTAIL CT	JAMES M HARRELL	OR 3956/2339
2431260000470:	5528 CATTAIL CT	TERRENCE L AND SHENA L GRANTHAM	OR 4244/1974
2431260000480:	5524 CATTAIL CT	JESSICA M BLASZCZYK	OR 3650/192
2431260000490:	5520 CATTAIL CT	GERALD B AND TRYNETTA N GOODMAN	OR 3311/1305
2431260000500:	5521 CATTAIL CT	DANIEL J AND TIA M FRANCIS	OR 3794/502
2431260000510:	5525 CATTAIL CT	SARAH WILLIAMS	OR 3639/1207

TOWER OAKS SUBDIVISION  
LIST OF ABUTTING PARCEL OWNERS

Page 2 of 2

PARCEL ID	PARCEL LOCATION	PARCEL OWNERS	O.R. BOOK/PAGE FOR DEED
2431260000520:	5527 CATTAIL CT	CHAD AND ASHLYN HODGES	OR 4888/1358
2431260000530:	5529 CATTAIL CT	CLAUDIA AND ALLEN BERRY	OR 4754/2289
2431260000540:	5533 CATTAIL CT	NANCY J SCHLIEP	OR 3779/74
2431260000550:	5537 CATTAIL CT	MICHAEL H TAYLOR	OR 4079/665
2431260000560:	5541 CATTAIL CT	KEVIN D JACKSON	OR 4833/1888
2431260000570:	5545 CATTAIL CT	BRIAN AND MONICA LASSITER	OR 2812/1207
2431260000580:	5549 CATTAIL CT	MICHELE AVERY OLIVER	OR 2863/1838
2431260000590:	5540 GREEN MEADOWS CT	TARRAH VERLIN GORDON	OR 3991/138
2431260000600:	5536 GREEN MEADOWS CT	RYAN C RICE	OR 3586/2256
2431260000610:	5532 GREEN MEADOWS CT	ASHLEY BENNETT	OR 4409/366
2431260000620:	5528 GREEN MEADOWS CT	MICHELLE M WALLER	OR 3935/1953
2431260000630:	5524 GREEN MEADOWS CT	ANGELA L ASH	OR 2914/1830
2431260000640:	5520 GREEN MEADOWS CT	KRISTOPHER GHENT	OR 4654/1289
2431260000650:	5516 GREEN MEADOWS CT	ROSALYNN SHERMAN	OR 3990/2299
2431260000660:	5512 GREEN MEADOWS CT	ROBERT H AND MICHELLE HART	OR 3120/596
2431260000670:	5508 GREEN MEADOWS CT	LSF9 MASTER PARTICIPATION TRUST	OR 5093/881
2431260000680:	5504 GREEN MEADOWS CT	DERRICK AND VERLINE POWE	OR 4862/303
2431260000690:	5500 GREEN MEADOWS CT	REBECCA T HINES	OR 4659/1966
2431260000700:	5501 GREEN MEADOWS CT	KALON K AND CANDICE T HOPKINS	OR 3340/1598
2431260000710:	5505 GREEN MEADOWS CT	HOLLIE BROOK LLC	OR 4791/2030
2431260000720:	5509 GREEN MEADOWS CT	PATRICK AND MELANIE P NUGENT	OR 4212/2398
2431260000730:	5513 GREEN MEADOWS CT	DUSTIN A AND BREANN B STATES	OR 5061/29
2431260000740:	5517 GREEN MEADOWS CT	SMITA SUBRAMANIAM	OR 4280/1205
2431260000750:	5521 GREEN MEADOWS CT	FRANK G AND MICHELLE L DUBUY	OR 2962/584
2431260000760:	5525 GREEN MEADOWS CT	DEVLIN PATRICK HIGGINS	OR 2954/684
2431260000770:	5529 GREEN MEADOWS CT	MICHAEL S AND HEATHER WATSON	OR 2977/438
2431260000780:	5533 GREEN MEADOWS CT	KERSTIN GOCKER	OR 4510/1148
2431260000790:	5537 GREEN MEADOWS CT	NANCY A HAMMERSTROM	OR 4884/679
2431260000800:	5541 GREEN MEADOWS CT	ERIN E CARNEY	OR 4490/1101
2431260000810:	5545 GREEN MEADOWS CT	JULIE A LONG	OR 3996/1621

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2017/2018; 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 27th day of March, 2018.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

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

Approved as to Form:  
Leon County Attorney's Office

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

# FISCAL YEAR 2017/2018 BUDGET AMENDMENT REQUEST

No: BAB18016  
Date: 3/28/2018

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 3/27/2018

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

## Request Detail:

### Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
162	000	399900	000	Appropriated Fund Balance	-	564,494	564,494
162	000	361390	000	Other Interest Earnings	24,550	331	24,881
162	000	363000	000	Special Assessments	112,871	29,996	142,867
					<b>Subtotal:</b>	<u>594,821</u>	

### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
162	950	591305	599	Transfer to Fund 305	-	594,821	
					<b>Subtotal:</b>	<u>594,821</u>	

### Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
305	000	381162	000	Transfer from Fund 162	-	594,821	594,821
					<b>Subtotal:</b>	594,821	

### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
305	057917	56300	541	Tower Oaks 2/3 Program - Improvements Other Than Buildings	-	594,821	594,821
					<b>Subtotal:</b>	<u>594,821</u>	

## Purpose of Request:

This budget amendment appropriates \$594,821 from the Special Assessment Paving Fund to the capital improvement project for Tower Oaks 2/3 Private Road Paving Project. As a 2/3 project, this money will be repaid through special property assessment by the property owners annually on their tax bills.

Group/Program Director

Budget Manager

\_\_\_\_\_

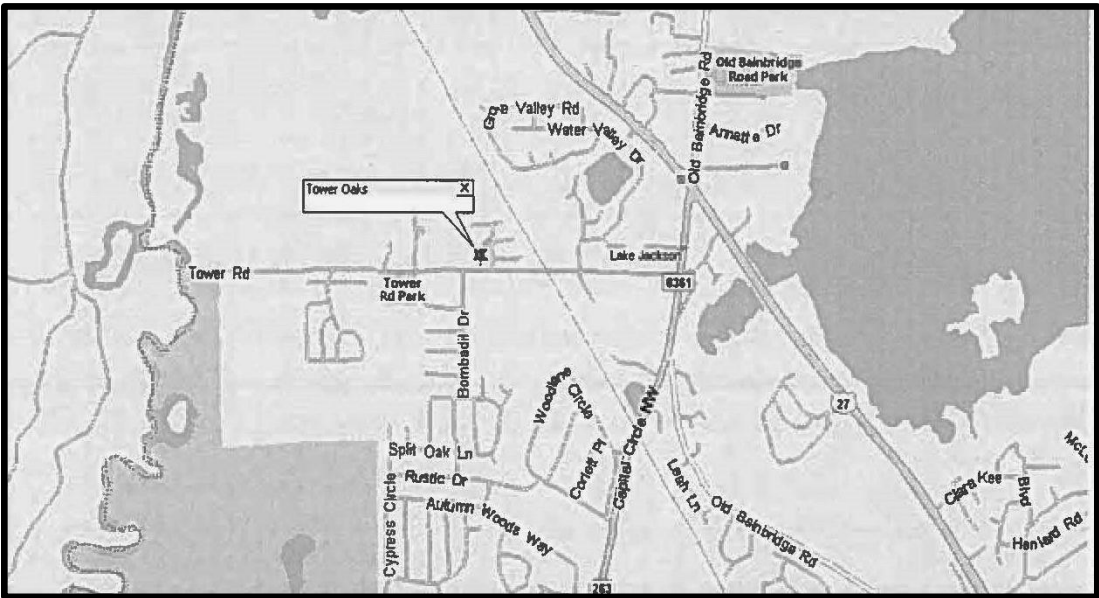
\_\_\_\_\_

Scott Ross, Director, Office of Financial Stewardship

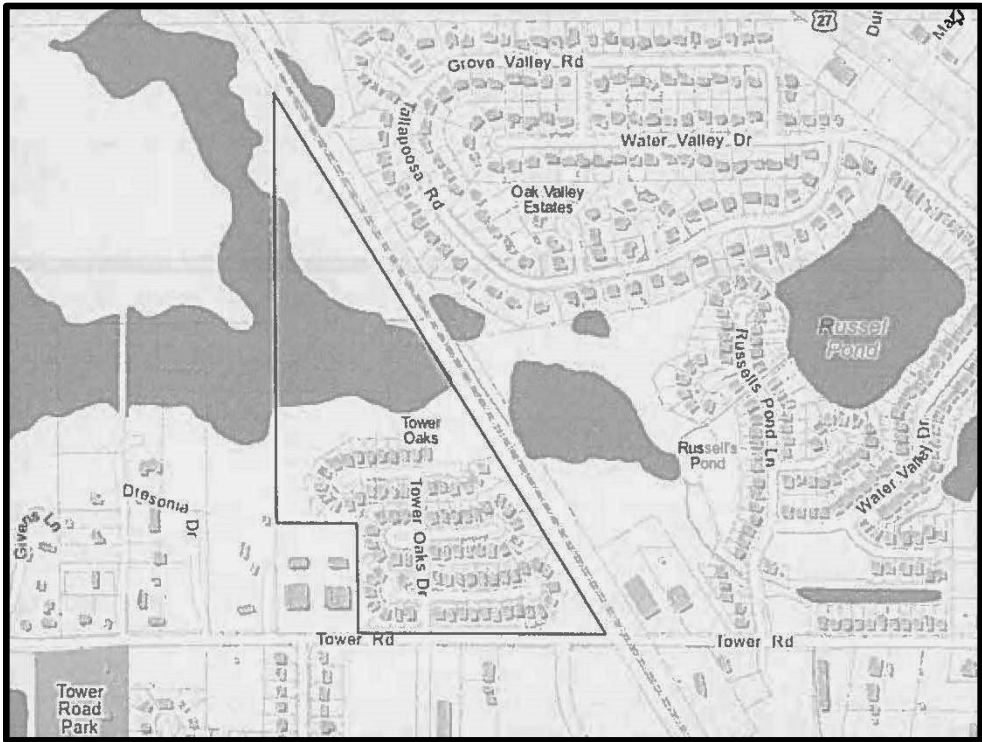
Approved By:                      Resolution ☒                      Motion ☐                      Administrator ☐



**Tower Oaks Subdivision Location Maps**



**Tower Oaks Subdivision Plat Map and Aerial Photo**



0002767744 / TAL-068960

# TALLAHASSEE DEMOCRAT

## Tallahassee.com

A GANNETT COMPANY

Attn:  
**BOARD OF COUNTY COMMISSIONERS**  
**2284 MICCOSUKEE RD**  
**TALLAHASSEE, FL 32308**

### STATE OF FLORIDA COUNTY OF LEON:

Before the undersigned authority personally appeared Kim Christ, who on oath says that he or she is a Legal Advertising Representative of the Tallahassee Democrat, a daily newspaper published at Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

### NOTICE

In the Second Judicial Circuit Court was published in said newspaper in the issues of:

03/06/18

Affiant further says that the said Tallahassee Democrat is a newspaper published at Tallahassee, in the said Leon County, Florida, and that the said newspaper has heretofore been continuously published in said Leon County, Florida each day and has been entered as periodicals matter at the post office in Tallahassee, in said Leon County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 6th of March 2018, by Kim Christ who is personally known to me.

*Teri M. Ismail*  
Teri M. Ismail  
Notary Public for the State of Florida  
My Commission expires June 23, 2018



### NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "Board") will conduct a public hearing on Tuesday, March 27, 2018, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider a request for road improvements to the Tower Oaks Subdivision, an 81-lot single-family residential subdivision located in northwest Leon County along the north side of Tower Road.

The proposed road improvements will consist of upgrades to the existing roads, replacement of the existing sidewalks, and stormwater control and drainage system improvements. The preliminary cost estimate for the improvements is \$594,821. The cost for the improvements will be borne by means of a special assessment upon those abutting parcels that are determined by the Board to receive a special benefit from such improvements. The parcels that will be considered by the Board as being benefited from such improvements are as follows: Lots 1 through 81 of Tower Oaks, a subdivision lying in Section 31, Township 2 North, Range 1 West, Leon County, Florida as recorded in the Public Records of Leon County at Plat Book 12, Page 25. The donation of real property from the owners of such abutting parcels may be necessary for the County to acquire the right-of-way needed to complete the road improvements.

All interested persons 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.

PUBLICATION: 3/6/2018  
A17-0066

### NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "Board") will conduct a public hearing on Tuesday, March 27, 2018, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider a request for road improvements for the Tower Oaks Subdivision, an 81-lot single-family residential subdivision located in northwest Leon County along the north side of Tower Road.

The proposed road improvements will consist of upgrades to the existing roads, replacement of the existing sidewalks, and stormwater control and drainage system improvements. The preliminary cost estimate for the improvements is \$594,821. The cost for the improvements will be borne by means of a special assessment upon those abutting parcels that are determined by the Board to receive a special benefit from such improvements. The parcels that will be considered by the Board as being benefited from such improvements are as follows: Lots 1 through 81 of Tower Oaks, a subdivision lying in Section 31, Township 2 North, Range 1 West, Leon County, Florida as recorded in the Public Records of Leon County at Plat Book 12, Page 25. The donation of real property from the owners of such abutting parcels may be necessary for the County to acquire the right-of-way needed to complete the road improvements.

All interested persons 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.

PUBLICATION: 3/6/2018  
A17-0066

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #23

May 14, 2013

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

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

**Title:** First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws at Chapter 16, Article II, Regarding Improvements to Streets , Roads and Public Ways; Chapter 18, Article II, Division 2, Regarding Improvements to Water and Sewage Disposal Systems; and Chapter 18, Article IV, Division 2, Regarding Improvements to Stormwater Control and Drainage Systems

<b>County Administrator Review and Approval</b>	Vincent S. Long, County Administrator
<b>County Attorney Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director of Public Works & Community Development Kathy Burke, P.E., Director of Engineering Services Tom Brantley, P.E., Director of Facilities Management
<b>Lead Staff/ Project Team:</b>	Graham Stewart, Real Estate Manager Mitzi McGhin, Real Estate Specialist Kimberly Wood, P.E., Chief of Engineering Coordination Jim Pilcher, PSM, Chief of ROW and Survey Daniel J. Rigo, Assistant County Attorney

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Conduct public hearing and adopt the Proposed Ordinance amending the Leon County Code of Laws at Chapter 16, Article II, Regarding Improvements to Streets, Roads and Public Ways; Chapter 18, Article II, Division 2, Regarding Improvements to Water and Sewage Disposal Systems; and Chapter 18, Article IV, Division 2, Regarding Improvements to Stormwater Control and Drainage Systems (Attachment #1).

Title: First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws at Chapter 16, Article II, Regarding Improvements to Streets , Roads and Public Ways; Chapter 18, Article II, Division 2, Regarding Improvements to Water and Sewage Disposal Systems; and Chapter 18, Article IV, Division 2, Regarding Improvements to Stormwater Control and Drainage Systems

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## **Report and Discussion**

### **Background:**

This agenda item requests the Board to conduct a public hearing to consider a proposed Ordinance that would make amendments to the County's three capital improvement programs involving the imposition of special assessments. The three programs are contained in the Code of Laws and include the road improvements program, found in Chapter 16, and the water and sewer improvements program and stormwater and drainage programs, both found in Chapter 18. The programs have been referred to historically as the 2/3 Programs to reflect the requisite 2/3 of the affected owners needed in the initial petition, although it should be noted that the initial petition for the stormwater and drainage program requires only sixty percent of the affected owners.

The consideration of the amendments in the Proposed Ordinance originated from the Board's direction given at its January 18, 2011 Workshop regarding the County's 2/3 Program for road improvements and other related issues. As ratified on February 22, 2011, the Board directed that the 2/3 Program for road improvements be revised to require (i) that one hundred percent of all right-of-way needed for an improvements project be donated; and (ii) that if, prior to the commencement of construction, the original estimate of the special assessment amount increases by fifteen percent or more, the neighborhood representatives would have to resubmit a new petition from the requisite number of owners to be reconsidered by the Board before the road improvement project could proceed to construction.

At its April 23, 2013 regular meeting, in addition to requesting that this public hearing be scheduled, staff recommended to the Board that, even though the Board's direction involved changes to only the 2/3 Program for road improvements, the same changes should be made to the other 2/3 Programs for water and sewer improvements and for stormwater and drainage improvements. The same issues which led to the Board's decision to make changes to the road improvements 2/3 Program are also present in those other two special assessment improvements programs. By making similar changes to all three of the 2/3 Programs, they can be implemented with consistent procedures and will result in a greater efficiency from staff and less confusion among the general public seeking to utilize the programs. The Board accepted staff's recommendation and scheduled this public hearing to consider the Proposed Ordinance.

### **Analysis:**

The Proposed Ordinance makes changes to all three of the 2/3 Programs to provide consistency of terms and phrasing between the programs and to allow them all to be implemented using the same procedures. As such, the changes described below are the same for each of the three 2/3 Programs included in the Proposed Ordinance. The primary amendments involve the addition of two requirements: (i) that one hundred percent of all right-of-way needed for an improvements project be donated; and (ii) that if, prior to the commencement of construction, the original estimate of the special assessment amount increases by fifteen percent or more, the neighborhood representatives would have to resubmit a new petition from the requisite number of owners to be reconsidered by the Board before the improvements project could proceed to construction.



Title: First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws at Chapter 16, Article II, Regarding Improvements to Streets , Roads and Public Ways; Chapter 18, Article II, Division 2, Regarding Improvements to Water and Sewage Disposal Systems; and Chapter 18, Article IV, Division 2, Regarding Improvements to Stormwater Control and Drainage Systems

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These amendments are described in more detail as follows.

#### Donation of Right-of-Way

The Proposed Ordinance establishes the requirement in each of the three 2/3 Programs that if, to construct the requested improvements, it is necessary to acquire right-of-way, such acquisition shall be by donation to the County. The Proposed Ordinance provides clarity with regard to the donation process with the addition of several provisions including the following:

- The term right-of-way has been defined as land in which the County owns the fee or has an easement devoted to or required for use in constructing and maintaining the improvements. This definition clarifies that any land required for constructing the improvements must be donated to the County regardless of whether it is a strip of road frontage needed to widen the existing road or an entire parcel needed for a stormwater management facility.
- The term donation has been defined as a conveyance by gift to the County of good and marketable title to real property or any interest therein. Such title shall be free from encumbrances and material defects, except those deemed by the County to be acceptable, shall be free from any doubt as to its validity, and shall make it reasonably certain that such title will not be called into question in the future so as to subject the County to litigation with regard thereto. This definition makes it clear that the County will require clear title to the donated property before it can accept it for construction of the improvements.
- The parcel owners' initial written request for improvements must contain a clear and plain statement that the parcel owners, by executing such request, acknowledge that the conveyance to the County of any right-of-way needed for the improvements shall be by donation. This requirement assures that the parcel owners are aware from the start of the process that there may be the need for a donation of right-of-way to the County.
- The improvements project is prohibited from commencing until the donations of all needed right-of-way have been obtained and, if such donations cannot be obtained within 180 days after the documentation identifying the needed right-of-way is provided to County staff, the improvements project shall be terminated. The burden shall be on the owner, at the owner's expense, to provide good and marketable title to the needed right-of-way including, but not limited to, curing any material defects deemed by the County to be unacceptable. The 180-day deadline for obtaining such donations may be extended for good cause at the discretion of the County Administrator.
- All incidental costs incurred by the County to complete the donations of right-of-way, including but not limited to the costs for title insurance, documentary stamp tax, recording, miscellaneous closing fees, and any attorney's fees and court costs for quieting title to such right-of-way, shall be included in the calculation for the total costs for the improvements project.

Title: First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws at Chapter 16, Article II, Regarding Improvements to Streets , Roads and Public Ways; Chapter 18, Article II, Division 2, Regarding Improvements to Water and Sewage Disposal Systems; and Chapter 18, Article IV, Division 2, Regarding Improvements to Stormwater Control and Drainage Systems

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- If the improvements project ceases due to the failure to obtain the donations of all the needed right-of-way, the incidental costs associated with the right-of-way transaction and closing fees may be imposed as a special assessment against the parcels contained in the resolution that ordered the improvements project to proceed as requested.

#### Significant Cost Increase

The Proposed Ordinance establishes the requirement in each of the three 2/3 Programs that if, at any time prior to commencing construction of the improvements project, the initial cost estimate for the improvements project increases by more than fifteen percent, the improvements project shall thereafter cease upon the delivery to the designated owners' representative, in person or by certified mail, of written notification of such increase. The Proposed Ordinance provides for the recommencement of the improvements project subject to the following conditions:

- Any recommencement of the improvements project shall require the receipt by County staff of a new request for improvements from no less than the requisite number of parcel owners required in the initial request.
- The new request shall be delivered to County staff no later than 30 days after the improvements project ceases, and shall thereafter be presented to the Board for reconsideration on the general business agenda during a regular meeting of the Board.
- At least 20 days prior to such reconsideration by the Board, a letter shall be mailed by regular mail to the record owners of the parcels against which a pending special assessment lien was imposed at the time the improvements project was initially approved by the Board, notifying such owners of the increased cost estimate for the improvements project and that at a regular meeting of the Board, on the date and time to be provided in such letter, the Board will hear all interested persons on the reconsideration of the requested improvements project.
- At such designated date and time, after hearing all interested persons, the Board may, by resolution, authorize the recommencement of the improvements project by approving the new request for improvements, reject the new request for improvements and terminate the project, or take such other action it deems appropriate.

#### Other Notable Changes

The Proposed Ordinance provides for other notable changes, as follows:

- It establishes the staff of the Real Estate Division as the department responsible for implementing the 2/3 Programs.
- It requires the improvements project to cease if, upon the withdrawal of an owner's name from the request for improvements, the number of owners on such request for improvements falls below the requisite number. However, the improvements project may be recommenced with the addition to the original request for improvements of an owner of a parcel abutting or served by the improvements project; provided, however, that such addition must be made no later than 20 days after the improvements project ceased, and the additional owner must be associated with a parcel not included in the original request for road improvements.

Title: First and Only Public Hearing to Consider a Proposed Ordinance Amending the Leon County Code of Laws at Chapter 16, Article II, Regarding Improvements to Streets , Roads and Public Ways; Chapter 18, Article II, Division 2, Regarding Improvements to Water and Sewage Disposal Systems; and Chapter 18, Article IV, Division 2, Regarding Improvements to Stormwater Control and Drainage Systems

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- It requires that the Board's resolutions imposing the special assessment liens be recorded in the official records of the County in a manner that will allow the discovery of the resolution through a search of any of the owners' names contained therein. This assures that the lien would be discovered in any owner title search associated with a future sale of the parcel.
- It clarifies that the collection of the special assessments imposed pursuant to the 2/3 Programs shall be by the Board's established manner of collection by the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, as set forth in Section 197.3632, Florida Statutes. However, it also provides that there is no prohibition from the Board ordering, by resolution, an alternative method for the collection of special assessments.

The County Attorney's Office worked with staff from the Public Works Department and Real Estate Division to thoroughly review and revise the 2/3 Programs to accomplish the Board's directives with regard to the donation of right-of-way and the handling of significant cost increases. In addition, the three 2/3 Programs have been updated to provide for more clarification and to establish a consistency in the implementation of the three 2/3 Programs. For these reasons, staff recommends that the Board adopt the Proposed Ordinance.

Notice of this public hearing has been timely advertised pursuant to Section 125.66, Florida Statutes (Attachment #2).

**Options:**

1. Conduct public hearing and adopt the proposed Ordinance amending the Leon County Code of Laws at Chapter 16, Article II, Regarding Improvements to Streets, Roads and Public Ways; Chapter 18, Article II, Division 2, Regarding Improvements to Water and Sewage Disposal Systems; and Chapter 18, Article IV, Division 2, Regarding Improvements to Stormwater Control and Drainage Systems.
2. Conduct public hearing and do not adopt the proposed Ordinance.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Ordinance
2. Notice of Public Hearing

ORDINANCE NO. 13-\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 16, ARTICLE II OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING IMPROVEMENTS TO STREETS, ROADS AND PUBLIC WAYS; ADDING DEFINITIONS IN SUCH ARTICLE; ADDING REQUIREMENT IN SUCH ARTICLE FOR DONATION OF ALL RIGHT-OF-WAY NEEDED TO CONSTRUCT IMPROVEMENTS; ADDING REQUIREMENT IN SUCH ARTICLE FOR NEW REQUEST FOR IMPROVEMENTS IN THE EVENT OF SIGNIFICANT COST INCREASES; MAKING REVISIONS IN SUCH ARTICLE FOR CLARIFICATION PURPOSES; AMENDING CHAPTER 18, ARTICLE II, DIVISION 2 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING IMPROVEMENTS TO WATER AND SEWAGE DISPOSAL SYSTEMS; ADDING DEFINITIONS IN SUCH DIVISION; ADDING REQUIREMENT IN SUCH DIVISION FOR DONATION OF ALL RIGHT-OF-WAY NEEDED TO CONSTRUCT IMPROVEMENTS; ADDING REQUIREMENT IN SUCH DIVISION FOR NEW REQUEST FOR IMPROVEMENTS IN THE EVENT OF SIGNIFICANT COST INCREASES; MAKING REVISIONS IN SUCH DIVISION FOR CLARIFICATION PURPOSES; AMENDING CHAPTER 18, ARTICLE IV, DIVISION 2 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING IMPROVEMENTS TO STORMWATER CONTROL AND DRAINAGE SYSTEMS; ADDING DEFINITIONS IN SUCH DIVISION; ADDING REQUIREMENT IN SUCH DIVISION FOR DONATION OF ALL RIGHT-OF-WAY NEEDED TO CONSTRUCT IMPROVEMENTS; ADDING REQUIREMENT IN SUCH DIVISION FOR NEW REQUEST FOR IMPROVEMENTS IN THE EVENT OF SIGNIFICANT COST INCREASES; MAKING REVISIONS IN SUCH DIVISION FOR CLARIFICATION PURPOSES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Leon County Board of County Commissioners (the "Board") has recognized the importance of its existing programs to improve the roads, water and sewage disposal systems, and stormwater control and drainage systems in Leon County with the

1 assistance of special assessments imposed against those properties that derive a special benefit  
2 from such improvements; and

3 WHEREAS, the Board has also recognized that it is equally important to keep the  
4 amount of such special assessments at a reasonably affordable level by reducing the costs of such  
5 improvements through any means available; and

6 WHEREAS, the Board has found that the costs of such improvements is significantly  
7 increased when it is required to purchase the needed right-of-way from those property owners  
8 who are unwilling to donate such right-of-way; and

9 WHEREAS, the costs of such improvements would be significantly reduced if all needed  
10 right-of-way was required to be donated; and

11 WHEREAS, the Board has found that it is not uncommon for the final cost of such  
12 improvements to significantly exceed the initial cost estimates, thereby resulting in special  
13 assessment amounts that were higher than expected at the time when the Board initially  
14 considered the proposed improvements; and

15 WHEREAS, in such instances when significant cost increases occur, it would be prudent  
16 for the Board to require that it be given another opportunity to reconsider going forward with the  
17 proposed improvements at such increased costs; and

18 WHEREAS, the Board desires to enact an ordinance amending the Leon County Code of  
19 Laws at Chapter 16, Article II, regarding improvements to streets, roads, and public ways, at  
20 Chapter 18, Article II, Division 2 regarding improvements to public water and sewage disposal  
21 systems, and at Chapter 18, Article IV, Division 2 regarding improvements to stormwater control  
22 and drainage improvements to provide for changes associated with the costs of making such  
23 proposed improvements as recited hereinabove.



BE IT ORDAINED by the Board of County Commissioners of the County of Leon, Florida, as follows, that:

**Section 1.** Article II, of Chapter 16 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**Article II. Improvements to Roads**

**Sec. 16-26. – Definitions.**

The following words and phrases when used in this article shall have the following meaning, except in those instances where the context clearly indicates a different meaning:

Board shall mean the Board of County Commissioners of Leon County, Florida.

County shall mean, as indicated by the context used, either Leon County, Florida, as a geographic location, or Leon County, Florida, a charter county and political subdivision of the state of Florida, as a legal entity.

County staff shall mean the staff employed by the county in the Real Estate Division of the Department of Facilities Management.

Donation shall mean a conveyance by gift to the county of good and marketable title to real property or any interest therein. Such title shall be free from encumbrances and material defects, except those deemed by the county to be acceptable, shall be free from any doubt as to its validity, and shall make it reasonably certain that such title will not be called into question in the future so as to subject the county to litigation with regard thereto.

1           Non-ad valorem assessment shall mean a special assessment which is not  
2           based upon millage and which can become a lien against a homestead as permitted in  
3           Section 4, Article X, Florida Constitution.

4           Owner shall mean any part owner, joint owner, tenant in common, tenant in  
5           partnership, joint tenant, or tenant by the entirety, of the whole or a part of parcel.

6           Parcel shall mean any piece of real property in the unincorporated area of the  
7           county that has a single parcel identification number assigned to it by the county  
8           property appraiser; provided, however, that if such parcel identification number is  
9           associated with multiple pieces of real property as depicted on the cadastral map  
10           maintained by the county property appraiser, each one of such multiple pieces shall be  
11           deemed to be a separate parcel unless otherwise determined by county staff.

12           Pending special assessment shall mean a special assessment in a pending  
13           amount, with such amount to be determined by the Board in accordance with this  
14           article, after the completion of the requested road improvements.

15           Request for road improvements shall mean a written request, in a form  
16           approved by county staff, properly executed by the requisite number of parcel owners  
17           requesting the Board to consider making road improvements abutting their parcels. A  
18           request for road improvements shall provide the name and contact information of a  
19           designated representative of such parcel owners, describe the proposed road  
20           improvements, identify all of the parcels that abut the proposed road improvements,  
21           and contain a clear and plain statement that the parcel owners, by executing such  
22           request, acknowledge that the conveyance to the county of any right-of-way needed  
23           for the road improvements shall be by donation.

Right-of-way shall mean land in which the county owns the fee or has an easement devoted to or required for use in constructing and maintaining a road.

Road shall mean ~~any road, street or right of way which is open for vehicular traffic for use by the general travelling public regardless of the ownership of such road or right of way~~ a privately-owned way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel. If such privately-owned way does not directly connect to a publicly-maintained way, then the term *road* shall include any connecting privately-owned way, or ways, leading to a connection with a publicly-maintained way, as in the case of a private subdivision.

Road improvements shall mean any improvements to roads undertaken by the Board including, but not limited to, paving, repaving, curbing, draining, retention, detention or constructing sidewalks and bikewalks or any combination thereof.

Special assessment shall mean a levy upon a parcel abutting a road improvements project to defray the cost thereof. A valid special assessment must satisfy a two-prong test: (i) the parcel burdened by the special assessment must derive a special benefit from the road improvements provided by such special assessment; and (ii) the special assessment must be properly apportioned among the parcels receiving such special benefit.

Special benefit shall mean the benefit derived by a parcel from an abutting road improvements project. In evaluating whether a parcel has derived a special benefit, the

test is not whether such benefit derived by the abutting parcels is unique or is different in type or degree from the benefit provided to the community as a whole; rather the test is whether there is a logical relationship between the road improvements and the benefit derived therefrom by the abutting parcels.

**Sec. 16-27. – Provisions cumulative.**

~~This article is declared to provide an additional and a supplemental remedy in respect to the subject matter hereof and alternative method of making local road improvements in the unincorporated areas of the county and shall not operate to repeal any existing law.~~

**Sec. 16-28. —~~Petition; generally~~ Request for road improvements; donation of right-of-way.**

~~Whenever Upon receipt by county staff of a request for road improvements from the owners of not less than two-thirds of the owners of two-thirds of the property parcels abutting on any road, or any continuous portion thereof, or any group of roads within the unincorporated area of the county, shall present to the Board of County Commissioners a petition signed by them requesting that their properties be especially benefitted by the acquisition of additional right-of-way or by such roads or drainage facilities being improved by paving, repaving, curbing, draining, retention, detention or constructing sidewalks and bikewalks or any combination thereof, the Board of County Commissioners shall consider such petition , and if the Board of County Commissioners determines that the properties will be especially benefitted to the extent of the liens for such special improvements as is hereinafter provided, it may approve the petition, order such special improvements to be made and assess liens~~

~~equitably against the property abutting such roads or drainage facilities for the cost of~~  
~~such special improvements, together with all administrative and funding costs incurred~~  
~~in connection therewith,~~ the Board shall, in accordance with requirements in this  
 article, consider the request for road improvements at a public hearing during a regular  
 meeting of the Board and consider the extent to which the abutting parcels would  
 derive a special benefit from the requested road improvements.

The request for road improvements shall contain in a clear and plain statement  
the requirement that any right-of-way needed for the road improvements shall be  
conveyed to the county by donation.

If, upon the withdrawal of an owner's name from the request for road  
improvements, the number of owners on such request for road improvements falls  
below the requisite two-thirds of the abutting parcels, the road improvements project  
shall cease. The road improvements project may be recommenced with the addition to  
the original request for road improvements of an owner of a parcel abutting the road  
improvements project; provided, however, that such addition must be made no later  
than 20 days after the road improvements project ceased, and the additional owner  
must be associated with a parcel not included in the original request for road  
improvements.

**Sec. 16-29. – Notice to public; first public hearing; resolution.**

~~Upon presentation of a petition under this article~~ Prior to the public hearing to  
consider a request for road improvements, the Board of County Commissioners shall  
 publish a notice, at least once, in a newspaper of general circulation in the county, a  
~~notice~~ stating that at a regular meeting of the Board of County Commissioners on a



date and time certain day and hour, to be held at least ~~ten~~ 20 days after the date of first publication, the Board of County Commissioners will conduct a public hearing to hear all interested persons on the ~~special~~ requested road improvements ~~proposed in the~~ petition.

\_\_\_\_\_ The notice shall further state in general terms a description of the proposed ~~special road~~ road improvements, and the location thereof, the ~~estimated~~ initial cost estimate thereof, ~~and the~~ a description of the property specially benefitted abutting parcels against which ~~the~~ a special assessment is proposed to be made, and a statement that a donation of real property from the owners of such abutting parcels may be necessary for the county to acquire the right-of-way needed to complete the road improvements.

A copy of the notice shall be mailed by certified mail to the ~~record title holders~~ owners of such ~~property~~ abutting parcels at the address shown on the most recent county property appraiser's ad valorem tax assessment roll, such notice to be mailed at least ~~14~~ 20 days prior to the public hearing.

\_\_\_\_\_ At the time designated in the notice, the Board of County Commissioners shall hear all interested persons, and may then or thereafter reject the ~~petition~~, request for road improvements or ~~order~~, by resolution, approve all or any part of the ~~special requested road~~ requested road improvements ~~sought by such petition as hereinabove provided and the levy of the~~ direct that a pending special assessment lien be imposed upon the property specially benefitted each of the abutting parcels that derive a special benefit from the requested road improvements.

\_\_\_\_\_ The resolution shall contain the ~~description of the property~~ name of each owner of each parcel upon which the pending special assessment lien is imposed,

1 along with a description of each such parcel. Such resolution shall also contain Board  
2 direction that prohibits the road improvements from being commenced until the  
3 donations of all needed right-of-way have been obtained, and further that, if such  
4 donations cannot be obtained within 180 days after the documentation identifying the  
5 needed right-of-way is provided to county staff, the road improvements project shall  
6 be terminated. The burden shall be on the owner, at the owner's expense, to provide  
7 good and marketable title to the needed right-of-way including, but not limited to,  
8 curing any material defects deemed by the county to be unacceptable. The 180-day  
9 deadline for obtaining such donations may be extended for good cause at the  
10 discretion of the county administrator.

11 An executed copy of such resolution shall, no later than ten days after its  
12 adoption, be recorded in the official records of the county in a manner that will allow  
13 the discovery of the resolution through a search of any of the owners' names contained  
14 therein. Upon such recordation, the resolution shall thereafter constitute a pending  
15 special assessment lien on each such parcel contained therein. The failure to timely  
16 record the resolution shall not be deemed to invalidate such resolution.

17 **Sec. 16-30. – Significant cost increase; Sspecial assessment roll; second public**  
18 **hearing; resolution.**

19 If, at any time prior to commencing construction of the road improvements, the  
20 initial cost estimate for the road improvements increases by more than fifteen percent,  
21 the road improvements project shall thereafter cease upon the delivery to the  
22 designated owners' representative, in person or by certified mail, of written  
23 notification of such increase. Any recommencement of such road improvements

project shall require the receipt by county staff of a new request for road improvements from the owners of not less than two-thirds of the parcels abutting such road improvements. Such new request for road improvements shall be delivered to county staff no later than 30 days after the road improvements project ceases, and shall thereafter be presented to the Board for reconsideration on the general business agenda during a regular meeting of the Board. At least 20 days prior to such reconsideration by the Board, a letter shall be mailed by regular mail to the record owners of the parcels against which a pending special assessment lien was imposed at the address shown on the most recent county property appraiser's ad valorem tax assessment roll, notifying such owners of the increased cost estimate for the road improvements project and that at a regular meeting of the Board, on the date and time to be provided in such letter, the Board will hear all interested persons on the reconsideration of the requested road improvements project. At such designated date and time, after hearing all interested persons, the Board may, by resolution, authorize the recommencement of the project by approving the new request for road improvements, reject the new request for road improvements and terminate the project, or take such other action it deems appropriate.

Within such time as the Board ~~of County Commissioners~~ may determine following the completion of the ~~special~~ road improvements and the determination of the total cost thereof, ~~they~~ county staff shall prepare a special ~~improvement~~ assessment roll containing ~~property~~ the parcel descriptions and, the amount of the special benefit to each parcel, and the amount of the special assessments of cost to be imposed against each ~~lot or parcel of land~~ parcel of land abutting such ~~special~~ road improvements or otherwise

deriving a special benefit therefrom. In addition, if such special assessment is to be paid in installments, the special assessment roll shall contain the number of annual installments into which the special assessment is to be divided.

\_\_\_\_\_ Upon completion thereof of the special assessment roll, the Board of County Commissioners shall publish a notice, at least once, in a newspaper of general circulation in the county a notice, stating that such special-improvement assessment roll has been completed; and is on file in an office designated by them, is and open to public inspection, and that at a regular meeting of the Board of County Commissioners on a date and time certain day and hour, to be held at least ten 20 days after the date of first publication, the Board of County Commissioners will conduct a public hearing to hear all interested persons on the proposed special assessments.

\_\_\_\_\_ Such notice shall further state in brief and general terms a description of the special road improvements and the location thereof. A copy of the notice shall be mailed by certified mail to the record owners of such parcels at the address shown on the most recent county property appraiser's ad valorem tax assessment roll, such notice to be mailed at least 20 days prior to the public hearing.

\_\_\_\_\_ At such public hearing or at a definite time thereafter announced at such hearing, the Board of County Commissioners shall hear all interested persons, and may then or thereafter by majority vote annul, sustain or modify, in whole or in part, the special-improvement assessment roll according to the Board's determination of the special benefits which the Board of County Commissioners determines derived by each lot or parcel of land has received by virtue of from such special road improvements.

1           The Board may apportion the costs of such road improvements as a special  
2           assessment based on the front or square footage of each parcel or on an alternative  
3           methodology, provided the amount of the special assessment for each parcel is not in  
4           excess of the proportional special benefits as compared to the special assessments on  
5           the other parcels contained in such special assessment roll.

6           Upon the Board's acceptance and approval of the special assessment roll, it  
7           shall adopt a resolution which establishes the amount of the special assessment liens  
8           against those parcels contained in the approved special assessment roll, and which  
9           authorizes the issuance of special assessment lien certificates as hereinafter provided.

10           Such resolution shall include the name of each owner of each parcel subject to  
11           the special assessment lien, along with a description of the parcel and the amount of  
12           the special assessment lien, as set forth in the approved special assessment roll. It shall  
13           also state that all such special assessment liens shall become due and payable at the  
14           office of the county tax collector on a date as determined by the Board, which date  
15           shall not be before 30 days after the recording of such resolution in the official records  
16           of the county, and that the amount not paid within such period shall become payable in  
17           equal annual installments for a period of years, and at a rate of interest, as determined  
18           by the Board; provided, however, that any special assessment lien becoming so  
19           payable in installments may be paid at any time together with any accrued interest.  
20           Such resolution shall also state that such special assessment liens are subject to  
21           modification in accordance with the provisions of this article.

22           An executed copy of such resolution shall, no later than ten days after its  
23           adoption, be recorded in the official records of the county in a manner that will allow



the discovery of the resolution through a search of any of the owners' names contained therein. Upon such recordation, the resolution shall thereafter constitute a special assessment lien on each such parcel contained therein, which lien shall supersede, cancel, and replace the pending special assessment lien imposed pursuant to section 16-29 of this article.

**Sec. 16-31. --Special assessment lien; generally Collection; Uniform method for the levy, collection, and enforcement of non-ad valorem assessments.**

~~Immediately after the determination of the assessments as hereinbefore provided, the special improvement assessment roll as sustained or modified shall be filed in the office of the clerk of the Board of County Commissioners and such determination of assessments shall be final and conclusive, except as hereinafter provided. The Board of County Commissioners shall adopt a resolution establishing the amount of the special improvement assessment liens against all such lots or parcels of land in accordance with the final assessment roll theretofore adopted, and authorizing the issuance of special improvement lien certificates as hereinafter provided. Such resolution shall include the legal description of each lot or parcel of land subject to such special improvement assessment lien, together with the amount of such lien according to the special improvement assessment roll, and an executed copy of such resolution shall be recorded in the public records of the county not later than ten days after its adoption. Such resolution shall also state that such assessment liens are subject to modification in accordance with the provisions of this article. Notice shall be given that all such assessment liens shall become due and payable at the office of the tax collector of the county on a date to be determined by the Board of County~~

~~Commissioners, which date shall not be before 30 days after the recording of such resolution in the public records of the county. The amount not paid within such period shall become payable in equal annual installments for a period of years, and with interest at a rate, established by the Board of County Commissioners at a public hearing; provided, however, any assessment lien becoming so payable in installments may be paid at any time together with interest accrued thereon to the date of payment.~~

The collection of any special assessments imposed pursuant to this article shall be accomplished by the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, as set forth in Section 197.3632, Florida Statutes, or as such Section may hereinafter be amended. This section shall not be deemed to prohibit the Board from ordering, by resolution, an alternative method for the collection of special assessments.

**Sec. 16-32. - Lien for preliminary costs when road improvements not constructed.**

If for any reason, prior to adopting the resolution establishing the amount of the special ~~assessments~~ assessment liens ~~against benefitted properties in accordance with the final assessment roll~~ pursuant to section 16-30 of this article including, but not limited to, the Board's annulment of a special assessment roll or the failure to obtain the donations of all needed right-of-way, it is determined that the road improvements ~~shall~~ will not be constructed, the incidental costs associated with the road improvements project, including but not limited to preparation of the preliminary special improvement assessment roll, including preliminary and other surveys, preparation of plans, specifications, and estimates, printing and publishing of notice and proceedings, authorization of special assessment lien certificates, legal services,

engineering services, right-of-way transaction and closing and fiscal fees, abstracts  
and any other expenses necessary or proper in connection therewith, ~~shall~~ may be  
assessed imposed as a special assessment against the ~~lots which would have been~~  
~~improved if the improvements had been constructed~~ parcels contained in the resolution  
that ordered such road improvements to proceed as requested. ~~An assessment roll~~  
~~assessing such costs on a prorata basis shall be prepared and, following a public~~  
~~hearing in accordance with the notice provisions set forth hereinabove, the Board of~~  
~~County Commissioners shall adopt a resolution imposing liens against all such lots or~~  
~~parcels and authorizing the issuance of special lien certificates as hereinafter provided.~~  
~~The lien for such costs~~ The imposition of such special assessments shall be subject to,  
and shall satisfy, the same requirements and conditions as set forth in sections 16-29  
through 16-30 of this article with regard to special assessments for road  
improvements, and the special assessment liens created thereby shall be of the same  
nature as set forth below in section 16-34 of this article.

**Sec. 16-33. ~~Acquisition cost of additional~~ Donation of right-of-way; costs of**  
**acquisition.**

If, to construct the requested road improvements, it is necessary to acquire  
~~additional rights-of-way or drainage easements, which cannot be acquired by gift,~~  
~~bequest or devise, the Board of County Commissioners is hereby authorized to include~~  
~~in the costs assessed against the benefitted properties~~ such acquisition shall be by  
donation to the county. ~~all costs of the acquisition of such additional rights of way or~~  
~~easements, including but not limited to, land acquisition, interest, attorney's fees and~~  
~~court costs~~ Upon preparation of the special assessment roll, county staff shall include

in the total costs for the road improvements any and all incidental costs incurred by the county to complete such donation of right-of-way, including but not limited to the costs for title insurance, documentary stamp tax, recording, miscellaneous closing fees, and any attorney's fees and court costs for quieting title to such right-of-way.

**Sec. 16-34. - Nature of special assessment liens.**

All special assessments ~~for any special improvements made~~ imposed under the provisions of this article shall constitute liens upon the ~~property especially improved and assessed~~ parcels contained in the resolutions imposing such special assessments from the date of the ~~filing~~ recording of such resolutions in the ~~public official~~ public official records of the county ~~of the resolution adopted by the Board of County Commissioners imposing special improvement assessment liens~~, and shall be of the same nature and to the same extent as liens for general county taxes, and shall be collectible in the same manner with the same fees, interest and penalties for default in payment, and under the same provisions as to sale and forfeiture as apply to general county taxes. If the Board, by resolution, decides to not use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, Collection of such an alternative method for collection of ~~special-improvement~~ special-improvement assessment liens, with such interest and penalties and with a reasonable attorney's fee, may also be ~~made~~ made by suit for foreclosure in a court of equity, and it shall not be unlawful to join in any such suit for foreclosure any one or more ~~lots or parcels of land~~, by whomsoever owned, upon which such special assessment liens are delinquent, ~~if assessed~~ imposed ~~for special road improvements made under the provisions of this article;~~

1           In such instances when the Board, by resolution, decides to not use the uniform  
2           method for the levy, collection, and enforcement of non-ad valorem assessments,  
3           ~~provided that~~ the failure to pay any installment of principal or interest of any special  
4           assessment lien when such installment-shall becomes due shall, without notice or other  
5           proceedings, cause all installments of principal remaining to be forthwith due and  
6           payable with interest due thereon at the date of default; but if, before the sale of the  
7           property parcel for delinquent special assessment lien payments, the amount of such  
8           delinquency-shall be is paid, together with all penalties, interest, costs and attorney's  
9           fees, any further installments of principal shall cease to become due and payable and  
10           shall be due and payable at the times at which the same would be due if no such  
11           default had occurred.

12           **Sec. 16-35. - Sale of special assessment liens certificates.**

13           For the purpose of financing any of the ~~special road~~ improvements ~~made~~  
14           authorized under the provisions of this article, the Board ~~of County Commissioners~~  
15           may sell any or all of the special assessment liens ~~assessed~~ imposed against the  
16           ~~property benefitted~~ parcels deriving a special benefit from such road improvements.  
17           Such special assessment liens shall be evidenced by special ~~improvement~~ assessment  
18           lien certificates signed by the ~~e~~Chairman of the Board ~~of County Commissioners~~ and  
19           attested to by its clerk or deputy clerk. The clerk, as directed by the Board ~~of County~~  
20           ~~Commissioners~~, may sell, dispose of or assign any such certificate to any person  
21           offering to buy same; such sale, however, is to be made at not less than par of the  
22           principal of such certificate or certificates remaining then unpaid, together with  
23           accrued interest accumulated and computed to the date of sale or assignment. All



1 payments on such special assessment lien certificates shall be made directly to the  
2 county and the responsibility for enforcement of such liens may be that of the holder  
3 of the certificate or that of the Board of County Commissioners in the manner  
4 provided herein, as determined by resolution of the Board of County Commissioners.  
5 The holders of such special ~~improvement~~ assessment lien certificates may sue in their  
6 own name or on behalf of the county to enforce such liens. Nothing in this article shall  
7 be deemed to prohibit the Board of County Commissioners from appointing an officer  
8 of the county to serve as paying agent and/or registrar with respect to any special  
9 ~~improvement~~ assessment lien certificates issued pursuant hereto.

10 **Sec. 16-36. - Labor and loans.**

11 The Board of County Commissioners may furnish the services, labor, material  
12 and equipment necessary for the ~~special~~ road improvements to be made, or it may  
13 contract therefor with private parties. The Board may pay out of its general funds or  
14 out of any special fund that may be provided for that purpose such portion of the cost  
15 of any road improvements as it may deem proper. The Board of County  
16 ~~Commissioners~~ is authorized to borrow from any available source such sums of  
17 money as are necessary to defray the entire cost of such road improvements; provided,  
18 however, the only security for such loan shall be the assignment of the special  
19 ~~improvement~~ assessment lien certificates to be issued for such ~~special road~~  
20 improvements.

21 **Sec. 16-37. - Error on special assessment roll.**

22 In case of any omission, error or mistake in the special assessment roll,  
23 imposing special ~~improvement~~ assessment liens, or in issuing special ~~improvement~~

assessment lien certificates, the Board of County Commissioners may, at any time, correct such omission, error or mistake by resolution, upon its own motion, provided such correction does not impose a greater special ~~improvement~~ assessment lien on any such ~~lot or parcel of land~~. Any ~~such~~ correction which increases any ~~such improvement~~ special assessment lien on any ~~lot or parcel of land~~ or which adds any special assessment lien on any additional ~~lots or parcels of land~~ shall, in the absence of written consent by the ~~property owners involved~~ of the parcels involved in such correction, be made only by reaccomplishing each and every procedural requirement of this article subsequent to the occurrence of such omission, error or mistake. Such procedure shall be required with regard only to those ~~lots or parcels~~ for which a special assessment lien is increased or initially established.

**Secs. 16-38 - 16-55. - Reserved.**

**Section 2.** Division 2, of Article II, of Chapter 18 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**DIVISION 2. IMPROVEMENTS TO WATER AND SEWAGE DISPOSAL SYSTEMS**

**Sec. 18-46. – Definitions.**

The following words and phrases when used in this division shall have the following meaning, except in those instances where the context clearly indicates a different meaning:

Board shall mean the Board of County Commissioners of Leon County, Florida.

1           County shall mean, as indicated by the context used, either Leon County,  
2           Florida, as a geographic location, or Leon County, Florida, a charter county and  
3           political subdivision of the state of Florida, as a legal entity.

4           County staff shall mean the staff employed by the county in the Real Estate  
5           Division of the Department of Facilities Management.

6           Donation shall mean a conveyance by gift to the county of good and  
7           marketable title to real property or any interest therein. Such title shall be free from  
8           encumbrances and material defects, except those deemed by the county to be  
9           acceptable, shall be free from any doubt as to its validity, and shall make it reasonably  
10          certain that such title will not be called into question in the future so as to subject the  
11          county to litigation with regard thereto.

12          Non-ad valorem assessment shall mean a special assessment which is not  
13          based upon millage and which can become a lien against a homestead as permitted in  
14          Section 4, Article X, Florida Constitution.

15          Owner shall mean any part owner, joint owner, tenant in common, tenant in  
16          partnership, joint tenant, or tenant by the entirety, of the whole or a part of parcel.

17          Parcel shall mean any piece of real property in the unincorporated area of the  
18          county that has a single parcel identification number assigned to it by the county  
19          property appraiser; provided, however, that if such parcel identification number is  
20          associated with multiple pieces of real property as depicted on the cadastral map  
21          maintained by the county property appraiser, each one of such multiple pieces shall be  
22          deemed to be a separate parcel unless otherwise determined by county staff.

Pending special assessment shall mean a special assessment in a pending amount, with such amount to be determined by the Board in accordance with this division, after the completion of the requested water and sewer improvements.

Request for water and sewer improvements shall mean a written request, in a form approved by county staff, properly executed by the requisite number of parcel owners requesting the Board to consider making water and sewer improvements that would serve their parcels. A request for water and sewer improvements shall provide the name and contact information of a designated representative of such parcel owners, describe the proposed water and sewer improvements, identify all of the parcels that would be served by the proposed water and sewer improvements, and contain a clear and plain statement that the parcel owners, by executing such request, acknowledge that the conveyance to the county of any right-of-way needed for the water and sewer improvements shall be by donation.

Right-of-way shall mean land in which the county owns the fee or has an easement devoted to or required for use in constructing and maintaining water and sewer improvements.

Serve, or served, shall mean the act of providing availability to a parcel for obtaining service from adjacent water and sewer improvements, regardless of whether such parcel is directly connected to such water and sewer improvements.

Special assessment shall mean a levy upon a parcel served by a water and sewer improvements project to defray the cost thereof. A valid special assessment must satisfy a two-prong test: (i) the parcel burdened by the special assessment must derive a special benefit from the water and sewer improvements provided by such

special assessment; and (ii) the special assessment must be properly apportioned among the parcels receiving such special benefit.

*Special benefit* shall mean the benefit derived by a parcel from being served by a water and sewer improvements project. In evaluating whether a parcel has derived a special benefit, the test is not whether such benefit derived by the served parcels is unique or is different in type or degree from the benefit provided to the community as a whole; rather the test is whether there is a logical relationship between the water and sewer improvements and the benefit derived therefrom by the served parcels.

*Water and sewer improvements* shall mean the construction or installation of a water system or a sewage disposal system, as those terms are defined in division 1 of this article, or any combination of a water system and sewage disposal system, undertaken by the Board.

**Sec. 18-47. – Provisions cumulative.**

This division is declared to provide ~~an additional and~~ a supplemental remedy in respect to the subject matter hereof and alternative method of making local water and sewer improvements in the unincorporated areas of the county and shall not operate to repeal any existing law.

**Sec. 18-4718-48. —~~Petition; generally~~ Request for water and sewer improvements; donation of right-of-way.**

~~Whenever~~ Upon receipt by county staff of a request for water and sewer improvements from the owners of not less than two-thirds of the parcels that would be served by a water and sewer improvements project being proposed by such owners of two-thirds of the property within a subdivision or residential tract of property in the



~~unincorporated area of the county shall present to the Board of County Commissioners a petition signed by them requesting that their properties be especially benefited by the acquisition of additional right of way, utility easements, or by the installation of a potable water system or sanitary sewer system or any combination thereof, the Board of County Commissioners shall consider such petition, and if the Board of County Commissioners determines that the properties will be especially benefited to the extent of the liens for such special improvements as is hereinafter provided, it may approve the petition, order such special improvements to be made and assess liens equitably against the property for the cost of such special improvements, together with all administrative and funding costs incurred in connection therewith, the Board shall, in accordance with requirements in this division, consider the request for water and sewer improvements at a public hearing during a regular meeting of the Board and consider the extent to which the served parcels would derive a special benefit from the requested water and sewer improvements.~~

The request for water and sewer improvements shall contain in a clear and plain statement the requirement that any right-of-way needed for the water and sewer improvements shall be conveyed to the county by donation.

If, upon the withdrawal of an owner's name from the request for water and sewer improvements, the number of owners on such request for water and sewer improvements falls below the requisite two-thirds of the served parcels, the water and sewer improvements project shall cease. The water and sewer improvements project may be recommenced with the addition to the original request for water and sewer improvements of an owner of a parcel served by the water and sewer improvements

project; provided, however, that such addition must be made no later than 20 days after the water and sewer improvements project ceased, and the additional owner must be associated with a parcel not included in the original request for water and sewer improvements.

**Sec. ~~18-48~~18-49. – Notice to public; first public hearing; resolution.**

~~Upon presentation of a petition under this article~~ Prior to the public hearing to consider a request for water and sewer improvements, the Board of County Commissioners shall publish a notice, at least once, in a newspaper of general circulation in the county, a notice stating that at a regular meeting of the Board of County Commissioners on a date and time certain day and hour, to be held at least ten 20 days after the date of first publication, the Board of County Commissioners will conduct a public hearing to hear all interested persons on the special requested water and sewer improvements proposed in the petition.

\_\_\_\_\_The notice shall further state in general terms a description of the proposed special water and sewer improvements, and the locations thereof, the estimated initial cost estimate thereof, and the a description of the property specially benefited served parcels against which the a special assessment is proposed to be made, and a statement that a donation of real property from the owners of such served parcels may be necessary for the county to acquire the right-of-way needed to complete the water and sewer improvements. A copy of the notice shall be mailed by certified mail to the record-title holders owners of such property served parcels at the address shown on the most recent county property appraiser's ad valorem tax assessment roll, such notice to be mailed at least ~~14~~ 20 days prior to the public hearing.

\_\_\_\_\_ At the time designated in the notice, the Board of County Commissioners shall hear all interested persons, and may then or thereafter reject the ~~petition~~, request for water and sewer improvements or order, by resolution, approve all or any part of the ~~special requested water and sewer improvements sought by such petition as hereinabove provided~~ and ~~the levy of the~~ direct that a pending special assessment lien be imposed upon the property specially benefited each of the served parcels that derive a special benefit from the requested water and sewer improvements.

\_\_\_\_\_ The resolution shall contain the ~~description of the property~~ name of each owner of each parcel upon which the pending special assessment lien is imposed, along with a description of each such parcel. Such resolution shall also contain Board direction that prohibits the water and sewer improvements from being commenced until the donations of all needed right-of-way have been obtained, and further that, if such donations cannot be obtained within 180 days after the documentation identifying the needed right-of-way is provided to county staff, the water and sewer improvements project shall be terminated. The burden shall be on the owner, at the owner's expense, to provide good and marketable title to the needed right-of-way including, but not limited to, curing any material defects deemed by the county to be unacceptable. The 180-day deadline for obtaining such donations may be extended for good cause at the discretion of the county administrator.

\_\_\_\_\_ An executed copy of such resolution shall, no later than ten days after its adoption, be recorded in the official records of the county in a manner that will allow the discovery of the resolution through a search of any of the owners' names contained therein. Upon such recordation, the resolution shall thereafter constitute a pending

special assessment lien on each such parcel contained therein. The failure to timely record the resolution shall not be deemed to invalidate such resolution.

**Sec. 18-4918-50. – Significant cost increase; Special assessment roll; second public hearing; resolution.**

If, at any time prior to commencing construction of the water and sewer improvements, the initial cost estimate for the water and sewer improvements increases by more than fifteen percent, the water and sewer improvements project shall thereafter cease upon the delivery to the designated owners' representative, in person or by certified mail, of written notification of such increase. Any recommencement of such water and sewer improvements project shall require the receipt by county staff of a new request for water and sewer improvements from the owners of not less than two-thirds of the parcels served by such water and sewer improvements. Such new request for water and sewer improvements shall be delivered to county staff no later than 30 days after the water and sewer improvements project ceases, and shall thereafter be presented to the Board for reconsideration on the general business agenda during a regular meeting of the Board. At least 20 days prior to such reconsideration by the Board, a letter shall be mailed by regular mail to the record owners of the parcels against which a pending special assessment lien was imposed at the address shown on the most recent county property appraiser's ad valorem tax assessment roll, notifying such owners of the increased cost estimate for the water and sewer improvements project and that at a regular meeting of the Board, on the date and time to be provided in such letter, the Board will hear all interested persons on the reconsideration of the requested water and sewer improvements

project. At such designated date and time, after hearing all interested persons, the Board may, by resolution, authorize the recommencement of the project by approving the new request for water and sewer improvements, reject the new request for water and sewer improvements and terminate the project, or take such other action it deems appropriate.

Within such time as the Board of County Commissioners may determine following the completion of the special water and sewer improvements and the determination of the total cost thereof, ~~they~~ county staff shall prepare a special ~~improvement~~ assessment roll containing ~~property~~ the parcel descriptions and, the amount of the special benefit to each parcel, and the amount of the special assessments of cost to be imposed against each ~~lot or parcel of land abutting~~ served by such special water and sewer improvements or otherwise deriving a special benefit therefrom. In addition, if such special assessment is to be paid in installments, the special assessment roll shall contain the number of annual installments into which the special assessment is to be divided.

\_\_\_\_ Upon completion ~~thereof~~ of the special assessment roll, the Board of County Commissioners shall publish a notice, at least once, in a newspaper of general circulation in the county ~~a notice~~, stating that such special ~~improvement~~ assessment roll has been completed and is on file and open to public inspection ~~in the public works department.~~ The notice shall further state, and that at a regular meeting of the Board of County Commissioners on a date and time certain day and hour, to be held at least ~~ten~~ 20 days after the date of first publication, the Board of County



1 ~~Commissioners~~ will conduct a public hearing to hear all interested persons on the  
2 proposed special assessments.

3       Such notice shall further state in brief and general terms a description of the  
4 ~~special~~ water and sewer improvements and the location thereof. A copy of the notice  
5 shall be mailed by certified mail to the record owners of such parcels at the address  
6 shown on the most recent county property appraiser's ad valorem tax assessment roll,  
7 such notice to be mailed at least 20 days prior to the public hearing.

8       At such public hearing or at a definite time thereafter ~~to be~~ announced at such  
9 hearing, the ~~Board of County Commissioners~~ shall hear all interested persons, and  
10 may then or thereafter by majority vote annul, sustain or modify, in whole or in part,  
11 the ~~special-improvement~~ assessment roll according to the Board's determination of the  
12 ~~special benefits which the Board of County Commissioners determines~~ derived by  
13 ~~each lot or parcel of land has received by virtue of~~ from such ~~special~~ water and sewer  
14 improvements.

15       The Board may apportion the costs of such water and sewer improvements as a  
16 special assessment based on the front or square footage of each parcel or on an  
17 alternative methodology, provided the amount of the special assessment for each  
18 parcel is not in excess of the proportional special benefits as compared to the special  
19 assessments on the other parcels contained in such special assessment roll.

20       Upon the Board's acceptance and approval of the special assessment roll, it  
21 shall adopt a resolution which establishes the amount of the special assessment liens  
22 against those parcels contained in the approved special assessment roll, and which  
23 authorizes the issuance of special assessment lien certificates as hereinafter provided.

Such resolution shall include the name of each owner of each parcel subject to the special assessment lien, along with a description of the parcel and the amount of the special assessment lien, as set forth in the approved special assessment roll. It shall also state that all such special assessment liens shall become due and payable at the office of the county tax collector on a date as determined by the Board, which date shall not be before 30 days after the recording of such resolution in the official records of the county, and that the amount not paid within such period shall become payable in equal annual installments for a period of years, and at a rate of interest, as determined by the Board; provided, however, that any special assessment lien becoming so payable in installments may be paid at any time together with any accrued interest. Such resolution shall also state that such special assessment liens are subject to modification in accordance with the provisions of this division.

An executed copy of such resolution shall, no later than ten days after its adoption, be recorded in the official records of the county in a manner that will allow the discovery of the resolution through a search of any of the owners' names contained therein. Upon such recordation, the resolution shall thereafter constitute a special assessment lien on each such parcel contained therein, which lien shall supersede, cancel, and replace the pending special assessment lien imposed pursuant to section 18-49 of this division.

**Sec. 18-5018-51. --Special assessment lien; generally Collection; Uniform method for the levy, collection, and enforcement of non-ad valorem assessments.**

~~Immediately after the determination of the assessments as hereinabove provided, the special improvement assessment roll as sustained or modified shall be~~

~~filed in the office of the clerk of the Board of County Commissioners and such determination of assessments shall be final and conclusive, except as hereinafter provided. The Board of County Commissioners shall adopt a resolution establishing the amount of the special improvement assessment liens against all such lots or parcels of land in accordance with the final assessment roll theretofore adopted, and authorizing the issuance of special improvement lien certificates as hereinafter provided. Such resolution shall include the legal description of each lot or parcel of land subject to such special improvement assessment lien, together with the amount of such lien according to the special improvement assessment roll. An executed copy of such resolution shall be recorded in the public records of the county not later than ten days after its adoption. Such resolution shall also state that such assessment liens are subject to modification in accordance with the provisions of this article. Notice shall be given that all such assessment liens shall become due and payable at the office of the tax collector of the county on a date to be determined by the Board of County Commissioners, which date shall not be before 30 days after the recording of such resolution in the public records of the county. The amount not paid within such period shall become payable in equal annual installments for a period of years, with interest at a rate, established by the Board of County Commissioners at a public hearing; provided, however, any assessment lien becoming so payable in installments may be paid at any time together with interest accrued thereon as of the date of payment.~~

The collection of any special assessments imposed pursuant to this division shall be accomplished by the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, as set forth in Section 197.3632, Florida Statutes, or

as such Section may hereinafter be amended. This section shall not be deemed to prohibit the Board from ordering, by resolution, an alternative method for the collection of special assessments.

**Sec. ~~18-51~~18-52. - Lien for preliminary costs when water and sewer improvements not constructed.**

If for any reason, prior to adopting the resolution establishing the amount of the special assessment liens ~~against benefited properties in accordance with the final assessment roll~~ pursuant to section 18-50 of this division including, but not limited to, the Board's annulment of a special assessment roll or the failure to obtain the donations of all needed right-of-way, it is determined that the water and sewer improvements ~~shall~~ will not be constructed, the incidental costs associated with the water and sewer improvements project, including but not limited to preparation of the preliminary special improvement assessment roll, including preliminary and other surveys, preparation of plans, specifications, and estimates, printing and publishing of notice and proceedings, authorization of special assessment lien certificates, legal services, engineering services, right-of-way transaction and closing ~~and fiscal~~ fees, ~~abstracts~~ and any other expenses necessary or proper in connection therewith, ~~shall~~ may be assessed imposed as a special assessment against the ~~lots which would have been improved if the improvements had been constructed~~ parcels contained in the resolution that ordered such water and sewer improvements to proceed as requested. ~~An assessment roll assessing such costs on a pro rata basis shall be prepared and, following a public hearing in accordance with the notice provisions set forth hereinabove, the Board of County Commissioners shall adopt a resolution imposing~~

1 ~~liens against all such lots or parcels and authorizing the issuance of special lien~~  
2 ~~certificates as hereinafter provided. The lien for such costs~~ The imposition of such  
3 special assessments shall be subject to, and shall satisfy, the same requirements and  
4 conditions as set forth in sections 18-49 through 18-50 of this division with regard to  
5 special assessments for water and sewer improvements, and the special assessment  
6 liens created thereby shall be of the same nature as set forth in Section 18-53, Leon  
7 County Code of Laws section 18-54 of this division.

8 **Sec. 18-5218-53. --Acquisition costs of additional Donation of right-of-way; costs of**  
9 **acquisition.**

10 If, to construct the requested water and sewer improvements, it is necessary to  
11 ~~acquire additional rights-of-way or utility easements, which cannot be acquired by~~  
12 ~~gift, bequest or devise, the Board of County Commissioners is hereby authorized to~~  
13 ~~include in the costs assessed against the benefited properties~~ such acquisition shall be  
14 by donation to the county. all costs of the acquisition of such additional rights-of-way  
15 or easements, including but not limited to, land acquisition, interest, attorney's fees  
16 and court costs Upon preparation of the special assessment roll, county staff shall  
17 include in the total costs for the water and sewer improvements any and all incidental  
18 costs incurred by the county to complete such donation of right-of-way, including but  
19 not limited to the costs for title insurance, documentary stamp tax, recording,  
20 miscellaneous closing fees, and any attorney's fees and court costs for quieting title to  
21 such right-of-way.



**Sec. 18-5318-54. - Nature of special assessment liens.**

All special assessments ~~for any special improvements made~~ imposed under the provisions of this ~~article~~ division shall constitute liens upon the ~~property especially improved and assessed~~ parcels contained in the resolutions imposing such special assessments from the date of the ~~filing~~ recording of such resolutions in the ~~public official~~ records of the county ~~of the resolution adopted by the Board of County Commissioners imposing special improvement assessment liens~~, and shall be of the same nature and to the same extent as liens for general county taxes, and shall be collectible in the same manner with the same fees, interest and penalties for default in payment, and under the same provisions as to sale and forfeiture as apply to general county taxes. If the Board, by resolution, decides to not use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments. ~~Collection of such an alternative method for collection of special-improvement assessment liens,~~ with such interest and penalties and with a reasonable attorney's fee, may also be ~~made~~ by suit for foreclosure in a court of equity, and it shall not be unlawful to join in any such suit for foreclosure any one or more ~~lots or parcels of land~~, by whomsoever owned, upon which such special assessment liens are delinquent, ~~if assessed~~ imposed for ~~special~~ water and sewer improvements made under the provisions of this ~~article~~; division.

In such instances when the Board, by resolution, decides to not use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, ~~provided that~~ the failure to pay any installment of principal or interest of any special assessment lien when such installment ~~shall~~ becomes due shall, without notice or other

1       proceedings, cause all installments ~~or~~ of principal remaining to be forthwith due and  
2       payable with interest due thereon at the date of default; but if, before the sale of the  
3       ~~property parcel~~ for delinquent special assessment lien payments, the amount of such  
4       delinquency ~~shall be~~ is paid, together with all penalties, interest, costs and attorney's  
5       fees, any further installments of principal shall cease to become due and payable and  
6       shall be due and payable at the times at which the same would be due if no such  
7       default had occurred.

8       **Sec. ~~18-54~~ 18-55. - Sale of special assessment liens certificates.**

9               For the purpose of financing any of the ~~special~~ water and sewer improvements  
10       ~~made~~ authorized under the provisions of this division, the Board ~~of County~~  
11       ~~Commissioners~~ may sell any or all of the special assessment liens ~~assessed~~ imposed  
12       against the ~~property benefited~~ parcels deriving a special benefit from such water and  
13       sewer improvements. Such special assessment liens shall be evidenced by special  
14       ~~improvement~~ assessment lien certificates signed by the Chairman of the Board ~~of~~  
15       ~~County Commissioners~~ and attested to by its clerk or deputy clerk. The clerk, as  
16       directed by the Board ~~of County Commissioners~~, may sell, dispose of or assign any  
17       such certificate to any person offering to buy same; such sale, however, is to be made  
18       at not less than par of the principal of such certificate or certificates remaining then  
19       unpaid, together with accrued interest accumulated and computed to the date of sale or  
20       assignment. All payments on such special assessment lien certificates shall be made  
21       directly to the county and the responsibility for enforcement of such liens may be that  
22       of the holder of the certificate or that of the Board ~~of County Commissioners~~ in the  
23       manner provided herein, as determined by resolution of the Board ~~of County~~

Commissioners. The holders of such special-improvement assessment lien certificates may sue in their own name or on behalf of the county to enforce such liens. Nothing in this article division shall be deemed to prohibit the Board of County Commissioners from appointing an officer of the county to serve as paying agent and/or registrar with respect to any special-improvement assessment lien certificates issued pursuant hereto.

**Sec. 18-5518-56. - Labor and loans.**

The Board of County Commissioners may furnish the services, labor, material and equipment necessary for the special water and sewer improvements to be made, or it may contract therefor with private parties. The Board may pay out of its general funds or out of any special fund that may be provided for that purpose such portion of the cost of any water and sewer improvements as it may deem proper. The Board of County Commissioners is authorized to borrow from any available source such sums of money as are necessary to defray the entire cost of such water and sewer improvements; provided, however, the only security for such loan shall be the assignment of the special-improvement assessment lien certificates to be issued for such special water and sewer improvements.

**Sec. 18-5618-57. - Error on special assessment roll.**

In case of any omission, error or mistake in the special assessment roll, imposing special-improvement assessment liens, or in issuing special-improvement assessment lien certificates, the Board of County Commissioners may, at any time, correct such omission, error or mistake by resolution, upon its own motion, provided such correction does not impose a greater special-improvement assessment lien on any such lot or parcel of land. Any such correction which increases any such improvement

special assessment lien on any ~~lot or parcel of land~~ or which adds any special  
assessment lien on any additional ~~lot or parcels of land~~ shall, in the absence of written  
consent by the ~~property owners involved~~ of the parcels involved in such correction, be  
made only by reaccomplishing each and every procedural requirement of this division  
subsequent to the occurrence of such omission, error or mistake. Such procedure shall  
be required with regard only to those ~~lots or~~ parcels for which a special assessment  
lien is increased or initially established.

**Secs. ~~18-57~~18-58 - 18-60. - Reserved.**

**Section 3.** Division 2, of Article IV, of Chapter 18 of the Code of Laws of Leon County,  
Florida, is hereby amended to read as follows:

**DIVISION 2. IMPROVEMENTS TO STORMWATER CONTROL AND**  
**DRAINAGE-IMPROVEMENTS SYSTEMS**

**Sec. 18-126. – Provisions cumulative; definitions.**

This division is declared to provide a supplemental and alternative method of  
making local stormwater and drainage improvements in the unincorporated areas of  
the county and shall not operate to repeal any existing law.

The following words and phrases when used in this division shall have the  
following meaning, except in those instances where the context clearly indicates a  
different meaning:

Board shall mean the Board of County Commissioners of Leon County,  
Florida.

County shall mean, as indicated by the context used, either Leon County, Florida, as a geographic location, or Leon County, Florida, a charter county and political subdivision of the state of Florida, as a legal entity.

County staff shall mean the staff employed by the county in the Real Estate Division of the Department of Facilities Management.

Donation shall mean a conveyance by gift to the county of good and marketable title to real property or any interest therein. Such title shall be free from encumbrances and material defects, except those deemed by the county to be acceptable, shall be free from any doubt as to its validity, and shall make it reasonably certain that such title will not be called into question in the future so as to subject the county to litigation with regard thereto.

Local stormwater and drainage improvements shall mean the construction, installation, replacement, or repair of a stormwater control and drainage system undertaken by the Board including, but not limited to, stormwater control conveyance systems, treatment or attenuation facilities, and any structures, facilities, or other such improvements associated therewith.

Non-ad valorem assessment shall mean a special assessment which is not based upon millage and which can become a lien against a homestead as permitted in Section 4, Article X, Florida Constitution.

Owner shall mean any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety, of the whole or a part of parcel.

Parcel shall mean any piece of real property in the unincorporated area of the county that has a single parcel identification number assigned to it by the county



property appraiser; provided, however, that if such parcel identification number is associated with multiple pieces of real property as depicted on the cadastral map maintained by the county property appraiser, each one of such multiple pieces shall be deemed to be a separate parcel unless otherwise determined by county staff.

*Pending special assessment* shall mean a special assessment in a pending amount, with such amount to be determined by the Board in accordance with this division, after the completion of the requested local stormwater and drainage improvements.

*Request for local stormwater and drainage improvements* shall mean a written request, in a form approved by county staff, properly executed by the requisite number of parcel owners requesting the Board to consider making local stormwater and drainage improvements that would serve their parcels. A request for local stormwater and drainage improvements shall provide the name and contact information of a designated representative of such parcel owners, describe the proposed local stormwater and drainage improvements, identify all of the parcels that would be served by the proposed local stormwater and drainage improvements, and contain a clear and plain statement that the parcel owners, by executing such request, acknowledge that the conveyance to the county of any right-of-way needed for the local stormwater and drainage improvements shall be by donation.

*Right-of-way* shall mean land in which the county owns the fee or has an easement devoted to or required for use in constructing and maintaining local stormwater and drainage improvements.

Serve, or served, shall mean the act of a parcel within a local area boundary being provided a service resulting from a local stormwater and drainage improvements project.

Special assessment shall mean a levy upon a parcel served by a local stormwater and drainage improvements project to defray the cost thereof. A valid special assessment must satisfy a two-prong test: (i) the parcel burdened by the special assessment must derive a special benefit from the local stormwater and drainage improvements provided by such special assessment; and (ii) the special assessment must be properly apportioned among the parcels receiving such special benefit.

Special benefit shall mean the benefit derived by a parcel from being served by a local stormwater and drainage improvements project. In evaluating whether a parcel has derived a special benefit, the test is not whether such benefit derived by the served parcels is unique or is different in type or degree from the benefit provided to the community as a whole; rather the test is whether there is a logical relationship between the local stormwater and drainage improvements and the benefit derived therefrom by the served parcels.

**Sec. 18-127. — ~~Petition generally; notice to public; hearing~~ Request for local stormwater and drainage improvements; donation of right-of-way.**

~~Whenever the owner(s) of property consisting~~ Upon receipt by county staff of a request for local stormwater and drainage improvements from the owners of not less than sixty percent of the lots or parcels within the local area boundary to be served by the local stormwater and drainage improvements project being proposed by such owners of property located within a subdivision or residential tract of land in the

~~unincorporated area of the county present to the Board of County Commissioners a petition signed by them requesting that their properties be benefited by local stormwater control and drainage improvements, including stormwater control and treatment facilities, the acquisition of additional right-of-way, utility and drainage easements, and associated facilities, or any combination thereof, the Board of County Commissioners shall consider such petition, and if the Board determines that the properties will be specially benefited by such stormwater control and drainage improvements, it may approve the petition, order such improvements to be made, and impose assessments equitably against the affected property for the costs of the stormwater control and drainage improvements, together with all administrative and funding costs incurred in connection therewith, the Board shall, in accordance with requirements in this division, consider the request for local stormwater and drainage improvements at a public hearing during a regular meeting of the Board and consider the extent to which the served parcels would derive a special benefit from the requested local stormwater and drainage improvements. For purposes of determining the requisite number of parcels to be included in the request for local stormwater and drainage improvements, the local area boundary shall be determined at the discretion of the county's director of engineering services.~~

The request for local stormwater and drainage improvements shall contain in a clear and plain statement the requirement that any right-of-way needed for the local stormwater and drainage improvements shall be conveyed to the county by donation.

If, upon the withdrawal of an owner's name from the request for local stormwater and drainage improvements, the number of owners on such request for

local stormwater and drainage improvements falls below the requisite two-thirds of the served parcels, the local stormwater and drainage improvements project shall cease. The local stormwater and drainage improvements project may be recommenced with the addition to the original request for local stormwater and drainage improvements of an owner of a parcel served by the local stormwater and drainage improvements project; provided, however, that such addition must be made no later than 20 days after the local stormwater and drainage improvements project ceased, and the additional owner must be associated with a parcel not included in the original request for local stormwater and drainage improvements.

**Sec. 18-128. – Notice to public; first public hearing; resolution.**

~~Upon presentation of the petition~~ Prior to the public hearing to consider a request for local stormwater and drainage improvements, the Board of County Commissioners shall publish a notice, at least once, in a newspaper of general circulation in the county, a notice stating that at a regular meeting of the Board of County Commissioners on a date and time certain, to be held at least 20 days after the date of first publication, the Board of County Commissioners will conduct a public hearing and hear all interested persons on the requested local stormwater and drainage improvements proposed in the petition.

\_\_\_\_\_The notice shall further state in general terms a description of the proposed local stormwater and drainage improvements, and location thereof, the estimated initial costs estimate thereof, and a description of the property to be specially benefited served parcels against which a special assessment is proposed to be made, and a statement that a donation of real property from the owners of such served parcels may

1 be necessary for the county to acquire the right-of-way needed to complete the local  
2 stormwater and drainage improvements. A copy of the notice shall be mailed, by  
3 certified mail, to the record-title owners of such ~~property proposed to be benefited~~  
4 served parcels, at the address shown on the most recent county property appraiser's ad  
5 valorem tax assessment roll, such notice to be mailed at least 20 days prior to the  
6 public hearing.

7 At the time designated in the notice, the Board of County Commissioners shall  
8 hear all interested persons, and may then or thereafter reject the ~~petition~~, request for  
9 local stormwater and drainage improvements or, by resolution, approve all or any part  
10 of the requested local stormwater and drainage improvements sought by such petition  
11 to be made and authorize the levy of direct that a pending special assessment lien upon  
12 property specially benefited to be imposed upon completion of the each of the served  
13 parcels that derive a special benefit from the requested local stormwater and drainage  
14 improvements.

15 The resolution shall contain the ~~description of the property~~ name of each  
16 owner of each parcel upon which the pending special assessment lien is to be made  
17 imposed, along with a description of each such parcel. Such resolution shall also  
18 contain Board direction that prohibits the local stormwater and drainage improvements  
19 from being commenced until the donations of all needed right-of-way have been  
20 obtained, and further that, if such donations cannot be obtained within 180 days after  
21 the documentation identifying the needed right-of-way is provided to county staff, the  
22 local stormwater and drainage improvements project shall be terminated. The burden  
23 shall be on the owner, at the owner's expense, to provide good and marketable title to



the needed right-of-way including, but not limited to, curing any material defects deemed by the county to be unacceptable. The 180-day deadline for obtaining such donations may be extended for good cause at the discretion of the county administrator.

An executed copy of such resolution shall, no later than ten days after its adoption, be recorded in the official records of the county in a manner that will allow the discovery of the resolution through a search of any of the owners' names contained therein. ~~which~~ Upon such recordation, the resolution shall thereafter constitute a pending special assessment lien on the property each such parcel contained therein.  
The failure to timely record the resolution shall not be deemed to invalidate such resolution.

**~~Sec. 18-127. Acquisition and costs of easements and additional right-of-way; labor; loans.~~**

~~If, to construct the improvements authorized by the resolution, it is necessary to acquire additional property, right of way or drainage or utility easements, which cannot be acquired by gift, bequest or devise, the Board of County Commissioners is hereby authorized to include in the costs assessed against the benefited properties all costs of the acquisition of such additional rights of way or easements, including but not limited to, land acquisition, interest, attorney's fees and court costs.~~

~~The Board of County Commissioners may furnish or contract for the services, labor, material and equipment necessary for the improvements to be made. The Board of County Commissioners may pay out of its general funds or out of any special fund that may be provided for that purpose such portion of the cost of any improvement as it~~

may deem proper. The Board of County Commissioners is authorized to borrow from any available source such sums of money as are necessary to defray the cost of such improvements; provided, however, the only security for such loan shall be the assignment of the special assessment lien certificates to be issued for such improvements.

**Sec. ~~18-128~~18-129. – Significant cost increase; Special assessment roll; notice; second public hearing; resolution; errors.**

If, at any time prior to commencing construction of the local stormwater and drainage improvements, the initial cost estimate for the local stormwater and drainage improvements increases by more than fifteen percent, the local stormwater and drainage improvements project shall thereafter cease upon the delivery to the designated owners' representative, in person or by certified mail, of written notification of such increase. Any recommencement of such local stormwater and drainage improvements project shall require the receipt by county staff of a new request for local stormwater and drainage improvements from the owners of not less than two-thirds of the parcels served by such local stormwater and drainage improvements. Such new request for local stormwater and drainage improvements shall be delivered to county staff no later than 30 days after the local stormwater and drainage improvements project ceases, and shall thereafter be presented to the Board for reconsideration on the general business agenda during a regular meeting of the Board. At least 20 days prior to such reconsideration by the Board, a letter shall be mailed by regular mail to the record owners of the parcels against which a pending special assessment lien was imposed at the address shown on the most recent county

property appraiser's ad valorem tax assessment roll, notifying such owners of the increased cost estimate for the local stormwater and drainage improvements project and that at a regular meeting of the Board, on the date and time to be provided in such letter, the Board will hear all interested persons on the reconsideration of the requested local stormwater and drainage improvements project. At such designated date and time, after hearing all interested persons, the Board may, by resolution, authorize the recommencement of the project by approving the new request for local stormwater and drainage improvements, reject the new request for local stormwater and drainage improvements and terminate the project, or take such other action it deems appropriate.

Within such time as the Board of County Commissioners may determine following the completion of the local stormwater and drainage improvements and the determination of the total cost thereof, ~~the Board~~ county staff shall prepare a special assessment roll containing the property parcel descriptions ~~and~~ the amount of the special benefit to each parcel, and the amount of the special assessment of costs to be imposed against each lot or parcel of property adjoining and contiguous or bounding and abutting served by such local stormwater and drainage improvements or specially benefited thereby otherwise deriving a special benefit therefrom. ~~and~~ In addition, if said such special assessment is to be paid in installments, the special assessment roll shall contain the number of annual installments into which the special assessment is to be divided shall also be entered and shown upon such assessment roll.

Upon completion ~~thereof~~ of the special assessment roll, the Board of County Commissioners shall publish a notice, at least once, in a newspaper of general

circulation in the county, stating that such special assessment roll has been completed and is on file and open to public inspection. ~~The notice shall further state, and~~ that at a regular meeting of the Board of County Commissioners on a date and time certain, to be held at least 20 days after the date of first publication, the Board of County Commissioners will conduct a public hearing to hear all interested persons on the proposed special assessments.

\_\_\_\_\_. Such notice shall further state in brief and general terms a description of the local stormwater and drainage improvements and the location thereof. A copy of the notice shall be mailed, by certified mail, to the record-title owners of such ~~property~~ which has been benefited and is being proposed to be assessed, parcels at the address shown on the most recent county property appraiser's ad valorem tax assessment roll, such notice to be mailed at least 20 days prior to the public hearing.

\_\_\_\_\_. ~~At the time designated in the notice~~ such public hearing or at a definite time thereafter announced at such hearing, the Board of County Commissioners shall hear all interested persons, and may then or thereafter annul, sustain or modify, in whole or in part, the special assessment roll according to the Board's determination of the special benefits which the Board of County Commissioners determines derived by each lot or parcel of property has received by virtue of from such local stormwater and drainage improvements.

\_\_\_\_\_. The Board of County Commissioners may apportion the costs of such local stormwater and drainage improvements as a special assessment based on the front or square footage of each ~~lot or parcel of property~~, or on an alternative methodology, provided the amount of the special assessment for each ~~lot or parcel of property~~ is not

1 in excess of the proportional special benefits as compared to ~~other assessments on~~  
2 ~~other lots or parcels of property~~ the special assessments on the other parcels contained  
3 in such special assessment roll.

4 Upon the Board's acceptance and approval of the special assessment roll, it  
5 shall adopt a resolution which establishes the amount of the special assessment liens  
6 against those parcels contained in the approved special assessment roll, and which  
7 authorizes the issuance of special assessment lien certificates as hereinafter provided.

8 Such resolution shall include the name of each owner of each parcel subject to  
9 the special assessment lien, along with a description of the parcel and the amount of  
10 the special assessment lien, as set forth in the approved special assessment roll. It shall  
11 also state that all such special assessment liens shall become due and payable at the  
12 office of the county tax collector on a date as determined by the Board, which date  
13 shall not be before 30 days after the recording of such resolution in the official records  
14 of the county, and that the amount not paid within such period shall become payable in  
15 equal annual installments for a period of years, and at a rate of interest, as determined  
16 by the Board; provided, however, that any special assessment lien becoming so  
17 payable in installments may be paid at any time together with any accrued interest.  
18 Such resolution shall also state that such special assessment liens are subject to  
19 modification in accordance with the provisions of this division.

20 An executed copy of such resolution shall, no later than ten days after its  
21 adoption, be recorded in the official records of the county in a manner that will allow  
22 the discovery of the resolution through a search of any of the owners' names contained  
23 therein. Upon such recordation, the resolution shall thereafter constitute a special



assessment lien on each such parcel contained therein, which lien shall supersede, cancel, and replace the pending special assessment lien imposed pursuant to section 18-128 of this division.

\_\_\_\_\_In case of any omission, error or mistake in the special assessment roll imposing the special assessment liens or in issuing special assessment lien certificates, the Board of ~~County Commissioners~~ may, at any time, correct such omission, error or mistake by resolution, upon its own motion, provided such correction does not impose a greater special assessment lien on any such ~~lot or parcel of property~~. Any correction which increases any special assessment lien on any ~~lot or parcel of property~~ or which adds ~~an~~ any special assessment lien on any additional ~~lot or parcel of property~~ shall, in the absence of written consent by the ~~property owners involved~~ of the parcels involved in such correction, be made only by reaccomplishing each and every procedural requirement of this ~~section~~ division subsequent to the occurrence of such omission, error or mistake. Such procedure shall be required with regard only to those ~~lots or~~ parcels for which a special assessment lien is increased or initially established.

**Sec. 18-12918-130. --~~Special assessment lien; generally~~ Collection; Uniform method for the levy, collection, and enforcement of non-ad valorem assessments.**

~~After a determination of the special assessments is made, as hereinabove provided, the special assessment roll, as sustained or modified, shall be filed in the office of the clerk of the Board of County Commissioners and such determination of assessments shall be final and conclusive, except as provided above. The Board of County Commissioners shall adopt a resolution establishing the amount of the special assessment against all such lots or parcels of property in accordance with the special~~

~~assessment roll heretofore adopted, which shall constitute a special assessment lien upon that property, and authorized the issuance of special assessment lien certificates as hereinafter provided. Such resolution shall include the legal description of each lot or parcel of property subject to such special assessment lien, together with the amount of such lien according to the special assessment roll. The resolution shall be recorded in the public records of the county not later than ten days after its adoption. Such resolution shall also state that such assessment liens are subject to modification in accordance with the provisions of this division. Notice shall be given that all such assessment liens shall become due and payable at the office of the tax collector of the county on a date to be determined by the Board of County Commissioners, which date shall not be before 30 days after the recording of such resolution in the public records of the county. The amount not paid within such period shall become payable in equal annual installments for a period of years, with interest at a rate, established by the Board of County Commissioners; provided, however, any assessment lien becoming so payable in installments may be paid at any time together with interest accrued thereon as of the date of payment.~~

The collection of any special assessments imposed pursuant to this division shall be accomplished by the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, as set forth in Section 197.3632, Florida Statutes, or as such Section may hereinafter be amended. This section shall not be deemed to prohibit the Board from ordering, by resolution, an alternative method for the collection of special assessments.

**Sec. ~~18-130~~18-131. - Lien for preliminary costs when local stormwater and drainage  
improvements not constructed.**

If for any reason, prior to adopting the resolution establishing the amount of the special ~~improvement~~ assessment liens ~~against benefited properties in accordance with the final assessment roll~~ pursuant to section 18-129 of this division including, but not limited to, the Board's annulment of a special assessment roll or the failure to obtain the donations of all needed right-of-way, it is determined that the local stormwater and drainage improvements ~~shall~~ will not be constructed, the incidental costs associated with the local stormwater and drainage improvements project, including but not limited to ~~preparation of the preliminary special improvement assessment roll, including~~ preliminary and other surveys, preparation of plans, specifications, and estimates, printing and publishing of notice and proceedings, authorization of special assessment lien certificates, legal services, engineering services, right-of-way transaction and closing and fiscal fees, ~~abstracts~~ and any other expenses necessary or ~~property proper~~ in connection therewith, ~~shall~~ may be assessed imposed as a special assessment against the ~~property which would have been improved if the improvements had been constructed~~ parcels contained in the resolution that ordered such local stormwater and drainage improvements to proceed as requested. ~~An assessment roll assessing such costs on a pro rata basis shall be prepared and, following a public hearing in accordance with the notice provisions set forth above, the Board of County Commissioners shall adopt a resolution imposing an assessment against all such lots or parcels which shall constitute a lien upon such property, and authorizing the issuance of special assessment lien certificates as~~

~~provided in this division. The lien for such costs~~ The imposition of such special assessments shall be subject to, and shall satisfy, the same requirements and conditions as set forth in sections 18-128 through 18-129 of this division with regard to special assessments for local stormwater and drainage improvements, and the special assessment liens created thereby shall be of the same nature as set forth below in section 18-133 of this division.

**Sec. 18-132. – Donation of right-of-way; costs of acquisition; labor and loans.**

If, to construct the requested local stormwater and drainage improvements, it is necessary to acquire rights-of-way, such acquisition shall be by donation to the county. Upon preparation of the special assessment roll, county staff shall include in the total costs for the local stormwater and drainage improvements any and all incidental costs incurred by the county to complete such donation of right-of-way, including but not limited to the costs for title insurance, documentary stamp tax, recording, miscellaneous closing fees, and any attorney's fees and court costs for quieting title to such right-of-way.

The Board may furnish or contract for the services, labor, material and equipment necessary for the local stormwater and drainage improvements to be made, or it may contract therefor with private parties. The Board may pay out of its general funds or out of any special fund that may be provided for that purpose such portion of the cost of any local stormwater and drainage improvements as it may deem proper. The Board is authorized to borrow from any available source such sums of money as are necessary to defray the cost of such local stormwater and drainage improvements; provided, however, the only security for such loan shall be the assignment of the

special assessment lien certificates to be issued for such local stormwater and drainage improvements.

**Sec. ~~18-131~~18-133. - Nature of special assessment liens.**

All special assessments ~~for any improvements made~~ imposed under the provisions of this division shall constitute liens upon the ~~property specially improved and assessed~~ parcels contained in the resolutions imposing such special assessments from the date of the ~~filing~~ recording of such resolutions in the ~~public~~ official records of the county ~~of the resolution adopted by the Board of County Commissioners imposing the special assessment~~, and shall be of the same nature and to the same extent as liens for general county taxes, and shall be collectible in the same manner with the same fees, interest and penalties for default in payment, and under the same provisions as to sale and forfeiture as apply to general county taxes. If the Board, by resolution, decides to not use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, Collection of such an alternative method for collection of special assessment liens, with such interest and penalties and with a reasonable attorney's fee, may also be ~~made~~ by suit for foreclosure, and it shall not be unlawful to join in any such suit for foreclosure any one or more ~~lots or parcels of property~~, by whomsoever owned, upon which such special assessments liens are delinquent, ~~if assessed~~ imposed for local stormwater and drainage improvements made under the provisions of this division.

In such instances when the Board, by resolution, decides to not use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments,  
~~Failure~~ the failure to pay any installment of principal or interest of any special



assessment lien when such installment ~~shall~~ becomes due shall, without notice or other proceedings, cause all installments ~~or~~ of principal remaining to be forthwith due and payable with interest due thereon at the date of default; but, ~~if~~ before the sale of the property parcel for delinquent special assessment lien payments, the amount of such delinquency ~~shall be~~ is paid, together with all penalties, interest, costs and attorney's fees, any further installments of principal shall cease to become due and payable and shall be due and payable at the times at which the same would be due if no such default had occurred.

**Sec. ~~18-132~~ 18-134. - Sale of special assessment lien certificates.**

For the purpose of financing any of the local stormwater and drainage improvements authorized under the provisions of this division, the Board ~~of County Commissioners~~ may sell any or all of the special assessment liens ~~certificates~~ imposed against the ~~property benefited~~ parcels deriving a special benefit from such local stormwater and drainage improvements. Such special assessment liens shall be evidenced by special assessment lien certificates signed by the Chairman of the Board ~~of County Commissioners~~ and attested to by its clerk or deputy clerk. The clerk, as directed by the Board ~~of County Commissioners~~, may sell, dispose of or assign any such certificate to any person offering to buy same; such sale, however, is to be made at not less than par of the principal of such certificate or certificates remaining then unpaid, together with accrued interest accumulated and computed to the date of sale or assignment. All payments on such special assessment lien certificates shall be made directly to the county and the responsibility for enforcement of such liens may be that of the holder of the certificate or that of the Board ~~of County Commissioners~~ in the

manner provided herein, as determined by resolution of the Board of County Commissioners. The holders of such special assessment lien certificates may sue in their own name or on behalf of the county to enforce such liens. Nothing in this division shall be deemed to prohibit the Board of County Commissioners from appointing an officer of the county to serve as paying agent and/or registrar with respect to any special assessment lien certificates issued pursuant hereto.

**~~Sec. 18-133. Provisions cumulative.~~**

~~This division is declared to provide a supplemental and alternative method of making local stormwater control and drainage improvements in the unincorporated areas of the county and shall not operate to repeal any existing law.~~

**~~Sec. 18-134. Reserved~~**

**Section 4. Conflicts.**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

**Section 5. Severability.**

If any provisions 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 6. Effective Date.**

This ordinance shall have effect upon becoming law.

1           DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon  
2 County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2013.

3  
4                                   LEON COUNTY, FLORIDA  
5  
6

7                                   By: \_\_\_\_\_  
8                                   Nicholas Maddox, Chairman  
9                                   Board of County Commissioners  
10

11   ATTESTED BY:  
12   BOB INZER, CLERK OF THE COURT  
13   LEON COUNTY, FLORIDA  
14

15  
16   By: \_\_\_\_\_  
17       Bob Inzer, Clerk of Court  
18       Leon County, Florida  
19

20  
21   APPROVED AS TO FORM:  
22   COUNTY ATTORNEY'S OFFICE  
23   LEON COUNTY, FLORIDA  
24

25  
26   By: \_\_\_\_\_  
27       Herbert W. A. Thiele, Esq.  
28       County Attorney

# **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, May 14, 2013, 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 16, ARTICLE II OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING IMPROVEMENTS TO STREETS, ROADS AND PUBLIC WAYS; ADDING DEFINITIONS IN SUCH ARTICLE; ADDING REQUIREMENT IN SUCH ARTICLE FOR DONATION OF ALL RIGHT-OF-WAY NEEDED TO CONSTRUCT IMPROVEMENTS; ADDING REQUIREMENT IN SUCH ARTICLE FOR NEW REQUEST FOR IMPROVEMENTS IN THE EVENT OF SIGNIFICANT COST INCREASES; MAKING REVISIONS IN SUCH ARTICLE FOR CLARIFICATION PURPOSES; AMENDING CHAPTER 18, ARTICLE II, DIVISION 2 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING IMPROVEMENTS TO WATER AND SEWAGE DISPOSAL SYSTEMS; ADDING DEFINITIONS IN SUCH DIVISION; ADDING REQUIREMENT IN SUCH DIVISION FOR DONATION OF ALL RIGHT-OF-WAY NEEDED TO CONSTRUCT IMPROVEMENTS; ADDING REQUIREMENT IN SUCH DIVISION FOR NEW REQUEST FOR IMPROVEMENTS IN THE EVENT OF SIGNIFICANT COST INCREASES; MAKING REVISIONS IN SUCH DIVISION FOR CLARIFICATION PURPOSES; AMENDING CHAPTER 18, ARTICLE IV, DIVISION 2 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING IMPROVEMENTS TO STORMWATER CONTROL AND DRAINAGE SYSTEMS; ADDING DEFINITIONS IN SUCH DIVISION; ADDING REQUIREMENT IN SUCH DIVISION FOR DONATION OF ALL RIGHT-OF-WAY NEEDED TO CONSTRUCT IMPROVEMENTS; ADDING REQUIREMENT IN SUCH DIVISION FOR NEW REQUEST FOR IMPROVEMENTS IN THE EVENT OF SIGNIFICANT COST INCREASES; MAKING REVISIONS IN SUCH DIVISION FOR CLARIFICATION PURPOSES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 606-5300 or 606-5000; 1-800-955-8771 (TDD), 1-800-955-8770 (Voice), or 711 via Florida Relay service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 426  
Tallahassee, Florida 32301

PUBLICATION: May 3, 2013

**DISKIN PROPERTY RESEARCH  
REAL ESTATE MARKET ANALYSTS  
2938 WELLINGTON CIRCLE  
TALLAHASSEE, FL 32309-6885**

---

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**SPECIAL ASSESSMENT ANALYSIS**

**TOWER OAKS SUBDIVISION**

**PREPARED FOR THE  
LEON COUNTY BOARD OF COUNTY COMMISSIONERS**

**FEBRUARY 8, 2018**



**DISKIN PROPERTY RESEARCH**  
REAL ESTATE MARKET ANALYSTS  
2938 WELLINGTON CIRCLE  
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February 8, 2018

Daniel Rigo, Esq.  
County Attorney's Office  
Leon County Courthouse, Suite 202  
301 S. Monroe Street  
Tallahassee, FL 32301

Re: Special Assessment Analysis - Tower Oaks

Dear Mr. Rigo:

In keeping with our agreement, we submit an analysis concerning the special assessment for Tower Oaks subdivision. The information presented does not constitute an appraisal of the subdivision; instead our goal is to assist Leon County in determining if the proposed infrastructure improvements to Tower Oaks meets the threshold for the establishment of a special assessment, and, if so, how to equitably apportion the assessment between the 81 residential lots.

The scope of this assignment includes a review of the following information:

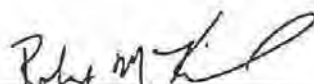
- engagement letter with Leon County;
- preliminary cost estimates provided by the Leon County Public Works and Engineering Departments for the infrastructure improvements;
- interviews with various organizations concerning specific construction materials;
- Leon County Code of Law and a description of the Two-Thirds program;
- recorded documents - subdivision plat and HOA agreement - for Tower Oaks, and
- discussions with representatives of Leon County government and Tower Oaks subdivision.

Following is our analysis concerning the special assessment for Tower Oaks. We appreciate the opportunity to provide you with this study.

Cordially,



Barry A. Diskin, Ph.D., MAI, CRE, AI-GRS  
State-Certified General Real Estate Appraiser - RZ270



Robert M. Kissel, MAI  
State-Certified General Real Estate Appraiser - RZ2479

**DISKIN PROPERTY RESEARCH**  
*Real Estate Market Analysts*

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## INTRODUCTION

Leon County engaged Diskin Property Research (DPR) to examine the feasibility of a proposed special assessment for infrastructure improvements to Tower Oaks subdivision as part of the Leon County Two-Thirds (2/3) Program. The engagement letter is included in an appendix to this report. This analysis is consistent with the requirements set forth in the Leon County Code of Laws, as well as being consistent with our understanding of Florida case law as it pertains to special assessments.

This study was precipitated by a request from Tower Oaks homeowners to transfer ownership and responsibility of the subdivision infrastructure to Leon County. For Leon County to consider this request, two-thirds of the property owners along the neighborhood roads must agree to this action, assume responsibility for a special assessment, and donate the necessary right-of-way to accomplish this action. Known as the Two-Thirds Program, the requirements are specified in the Code of Laws of Leon County, Chapter 16, Article II (Sec.16-26 through Sec. 16-37). In addition, the quality and construction of the roads and stormwater improvements must meet the current standards imposed by the county. Based on conversations with representatives from the Leon County Public Works Department, some of the infrastructure improvements are not in compliance with current Leon County standards. Improvements must be made to the stormwater drainage system prior to county's acceptance of this donation. The costs associated with these improvements are detailed later in the report.

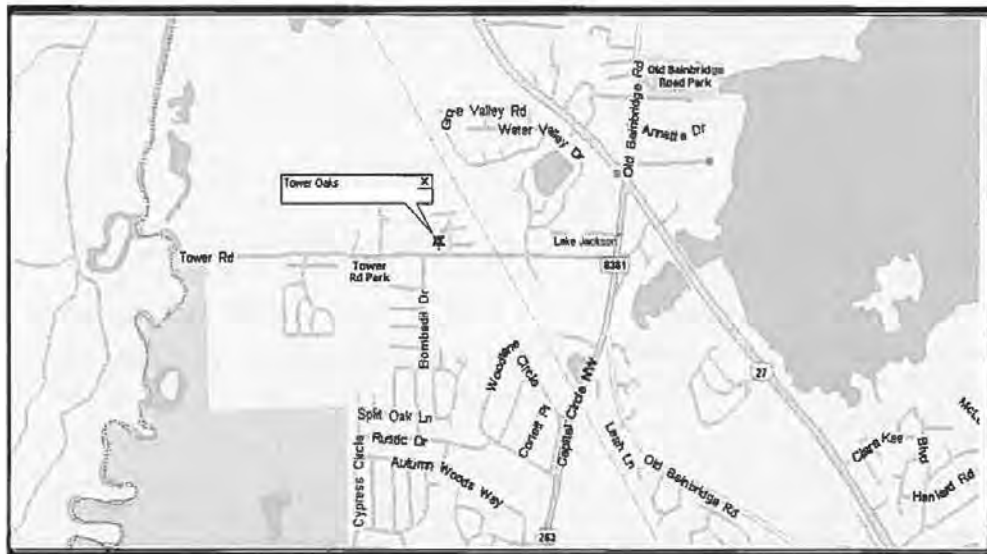
This analysis consists of the following three sections:

1. Description of Tower Oaks subdivision, including the internal roadway system and stormwater retention/drainage improvements;
2. Description and application of special assessments (as they pertain to the Leon County Code of Laws and Florida case law) to Tower Oaks subdivision; and
3. Equitable apportionment of the special assessment to the individual lot owners.

## SECTION ONE - DESCRIPTION OF TOWER OAKS SUBDIVISION

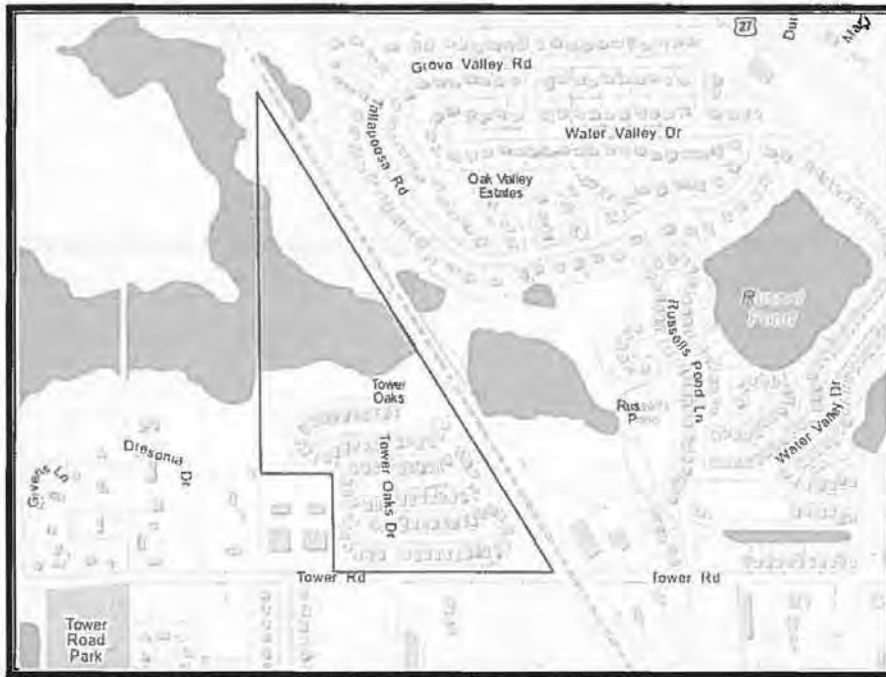
Tower Oaks is located in northwest Leon County, along the north side of Tower Road and adjacent to the west side of a CSX railroad right-of-way; this property is outside the Tallahassee city limits. The 81-lot neighborhood is situated on 36.05 acres, of which the northern 15.95 acres is encumbered with a conservation easement and remains undeveloped. The subdivision was recorded in the Leon County public records in December 2001 in Plat Book 13 Page 26.

Tower Oaks Location Maps



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Tower Oaks Plat and Aerial



Source: Leon County Property Appraiser's Office - GIS Mapping ([www.lcgis.org](http://www.lcgis.org))



Source: Leon County Property Appraiser's Office - GIS Mapping ([www.lcgis.org](http://www.lcgis.org))

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#### Tower Oaks Homeowner's Association

As of the date of this report, the roadways, stormwater improvements, and other common areas are in the ownership of the Tower Oaks Subdivision H.O.A. The Declaration of Covenants is recorded in Official Records Book 2593/Pages 1972-1981; a copy is included in an appendix to this report. As it pertains to the subdivision infrastructure, the Covenants contain the following:

##### Article II, Section 1

The Association shall be responsible for the perpetual maintenance of the streets and roadways and stormwater facilities within the Subdivision, unless or until the appropriate government body accepts this responsibility from the Association as provided by law.

##### Article III (Assessments), Section 2

Specifically, but without limitation, the assessment (H.O.A. assessment) shall be used for the improvement and maintenance of the roadways, stormwater facilities, and common areas within the Subdivision, including but not limited to the payment of taxes, insurance, repair, replacement, maintenance and for the cost of labor, equipment, materials, management and supervision.

##### Article III, Section 3

The annual H.O.A. assessment shall begin within one year after construction of the private streets or roads and such other common facilities, which assessments shall include both maintenance costs and a reasonable contribution to a reserve account for future major repairs or replacement.

The owners of the 81 lots are responsible - through an annual payment of \$200 for H.O.A. dues - for the maintenance of the common areas, private roadways, and stormwater drainage improvements on the property in perpetuity. Based on a recent conversation with the current H.O.A. manager, Lisa Smith of Association Management, the annual fee collected for every lot is only enough to cover basic maintenance of the common areas, such as mowing. No reserve account exists to pay expenses associated with the future maintenance and repairs to the roadway and stormwater systems.

The Covenants offer a remedy to the property owners in the event they no longer wish to be responsible for the perpetual maintenance of the infrastructure.

##### Article VI - Common Areas, Section 3:

The rights of easements of enjoyment created hereby shall be subject to the right and obligation of the Association to dedicate to public use any street or road in the Subdivision whenever two-thirds of the owners of two-thirds of the property abutting such street or road present a signed petition proposing such dedication to the county or a successor local government and such local government agrees to accept for maintenance the subject street or road as a public right-of-way. Provided, however, that such dedication shall not be permitted unless such dedication is agreed to by two-thirds of the owners of two-thirds of the property abutting such street or road in a signed petition proposing such dedication which is presented to the county or a successor local government and such local government agrees to accept such dedication.

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### General Infrastructure Description

As noted earlier, the roadways within Tower Oaks are privately maintained. The roads were designed to be inverted, meaning the outsides are higher than the middle, to work in conjunction with the stormwater drainage system. The roadways do not contain curbs and gutters, and there are no stormwater inlets along the existing roadways.

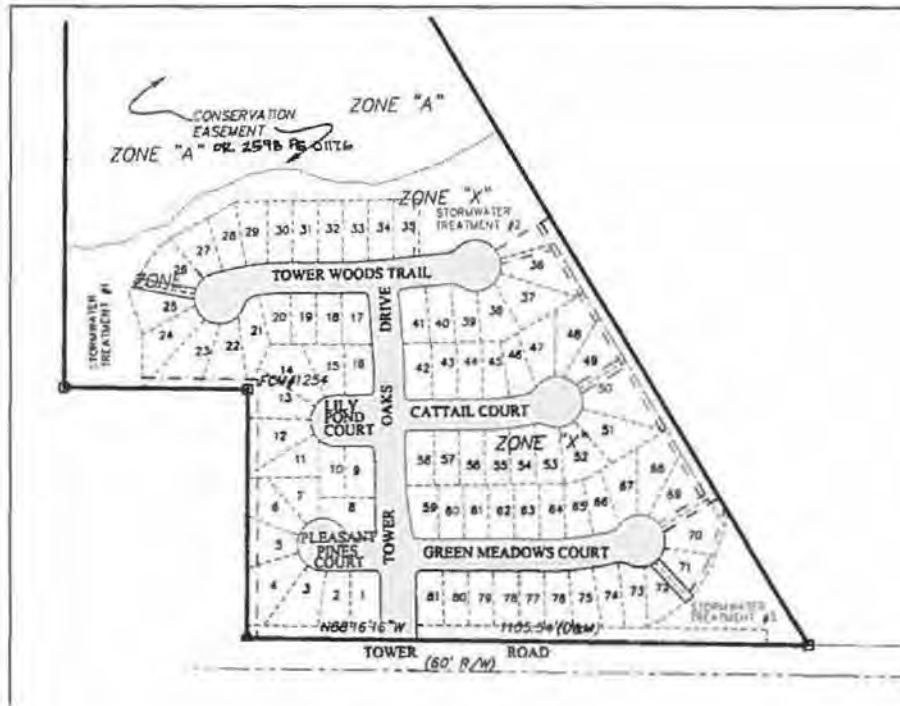
### Roadway Description

There is one central road through the middle of the neighborhood (Tower Oaks Drive), with multiple side roads branching both east and west from this central stem. The names, lengths, and locations of these streets are presented in the following table and sketch:

*Roadway Sizes*

Roadway	Length (FT)
Tower Oaks Drive	700
Pleasant Pines Court	170
Green Meadows Court	500
Lily Pond Court	305
Cattail Court	360
Tower Wood Trail	600
<b>Total</b>	<b>2,635</b>

Source: Leon County Engineering Department Cost Estimate



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*Tower Woods Trail - Looking West*



Source: Photo by Rob Kissel on February 8, 2018

*Lily Pond Court - Looking West*



Source: Photo by Rob Kissel on February 8, 2018

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### Tower Oaks - Stormwater and Drainage Improvements

As noted earlier, Tower Oaks subdivision relies on an inverted road system to collect stormwater runoff. During rain events, stormwater is funneled to the middle of the roads, where gravity guides it to stormwater inlets located in grass islands at the end of the culs-de-sac. The inlets connect to one of three retention ponds with Hardie pipe, a composite cement material reinforced with fiber. The neighborhood retention ponds are located in the northeast, northwest, and southeast corners of the property. The ponds and drainage easements are highlighted on the following subdivision plat.

*Drainage and Stormwater Treatment Ponds Map*



The images on the following pages detail the roadway and stormwater improvements within Tower Oaks.

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*Drainage Inlet - Tower Woods Trail*



Source: Photo by Rob Kissel on February 8, 2018

*Stormwater Treatment Pond 2*



Source: Photo by Rob Kissel on February 8, 2018

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*Real Estate Market Analysts*



## **SECTION TWO - DESCRIPTION AND APPLICATION OF THE SPECIAL ASSESSMENT**

The use and application of special assessments are outlined in the Leon County Code of Laws, more specifically in Chapter 16 (Streets, Roads, and Public Ways). Portions of this chapter are provided in an appendix to this report.

Important to these analyses are the definitions of road, special assessment, and special benefit.

### **Sec. 16-26. - Definitions**

*Road* shall mean a privately owned way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel. If such privately-owned {sic} way does not directly connect to a publicly-maintained {sic} way, then the term road shall include any connecting privately-owned way, or ways, leading to a connection with a publicly-maintained {sic} way, as in the case of a private subdivision.

*Special assessment* shall mean a levy upon a parcel abutting a road improvements project to defray the cost thereof. A valid special assessment must satisfy a two-prong test: (i) the parcel burdened by the special assessment must derive a special benefit from the road improvements provided by such special assessment; and (ii) the special assessment must be properly apportioned among the parcels receiving such special benefit.

*Special benefit* shall mean the benefit derived by a parcel from an abutting road improvements project. In evaluating whether a parcel has derived a special benefit, the test is not whether such benefit derived by the abutting parcels is unique or is different in type or degree from the benefit provided to the community as a whole; rather the test is whether there is a logical relationship between the road improvements and the benefit derived therefrom by the abutting parcels.

The key to the definition of special assessment is the presentation of a two-prong test:

- (i) the parcel burdened by the special assessment must derive a special benefit from the local stormwater and drainage improvements provided by such special assessment; and
- (ii) the special assessment must be properly apportioned among the parcels receiving such special benefit.

Both portions of the test are described and analyzed in greater detail in the following sections.

### **Special Benefits**

In contrast to the general benefits, the improvements proposed by Leon County to the roadways and stormwater drainage system create a special benefit to the individual

property owners within the Tower Oaks neighborhood. These special benefits are described below.

To understand the proposed infrastructure improvements to Tower Oaks, a meeting was held with representatives from the Leon County Public Works Department. They outlined three areas for which work would be performed: roadways, stormwater and drainage facilities, and sidewalks.

While the previously described road design will remain unchanged, the existing asphalt will be milled, the sub-base reconditioned, and a new layer of Superpave Asphalt Concrete added. This will be an upgrade over the existing roads. According to Chris Muehlemann, P.E., Chief of Engineering Design with Leon County Public Works, these improvements should extend the life expectancy of the roads by 20 to 30 years.

The stormwater and drainage improvements will consist of the excavation and replacement of non-compliant piping, as well as the replacement of stormwater sand filters. Infrastructure for this neighborhood was completed in 2001. At that time, Hardie brand piping was used to connect the stormwater inlets with the retention ponds. Hardie brand pipe, which is fiber reinforced concrete, was a common building product used in stormwater and drainage projects in the local market and around the state. Representatives from the city of Tallahassee (Jodi Cahoon, P.E.), Leon County (Chris Muehlemann, P.E.), and the Florida Department of Transportation (Miranda Glass, P.E.), were consulted concerning the use of Hardie brand piping for infrastructure projects. All three stated they no longer use this product because of its unreliability and high failure rate.

The status of the Hardie pipe in Tower Oaks is unknown at this time. Inspections of the material with remote cameras have not been performed to determine the structural soundness of the pipes. Because of their past experience with the product, the Leon County Public Works Department will not accept donation of these improvements unless the Hardie pipe is extracted and replaced with reinforced concrete piping. The design service life for reinforced concrete pipes is 50 years. Absent these improvements by Leon County, the Tower Oaks Homeowner's Association will be responsible for stormwater and drainage repairs in the event of a failure of the Hardie pipe.

In addition to the replacing the pipe, Leon County's cost estimate accounts for the replacement of the stormwater pond sand filters. This is recommended every five to seven years; it is unclear if or when the sand filters were last replaced in Tower Oaks. Donation of these improvements to the county will ensure that the sand filters are replaced on a regular schedule at no cost to the property owners.

Finally, the preliminary cost estimate includes money for the replacement of existing sidewalks with new, four-inch-thick concrete sidewalks.

A discussion with the property manager of Tower Oaks, Lisa Smith of Association Management Support and Services, revealed annual dues total \$200 for each lot owner. This fee is sufficient to cover the expense for the upkeep of the right-of-way areas (including the mowing of the retention ponds), but no money has been set aside for roadway re-finishing and/or repairs to the stormwater system in the event of a breakdown. The special assessment will allow the property owners to fund the necessary improvements and repairs without having to seek other financing options. This repayment plan is a special benefit to the Tower Oaks residents.

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Proposed Assessment

As noted earlier, Leon County provided a cost estimate and description of the proposed improvements to Tower Oaks. Per the Leon County Code of Law, Leon County has the authority to provide these improvements and recoup the costs with a special assessment.

The preliminary cost estimate for this project is \$594,820.76. Detailed line-item costs are provided on the following page for the reader's convenience.

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**Board of County Commissioners**  
**MEMORANDUM**

DATE: January 25, 2018  
TO: Felton Ard, PE., Senior Design Engineer  
FROM: Dukens Methelus, Design Analyst  
SUBJECT: Tower Oaks 2/3 Program - Proposed Road Improvements

**PRELIMINARY ESTIMATE**

The following is a pre-design construction cost estimate to improve/ upgrade the streets of the above subdivision for acceptance into County's maintenance system under the 2/3 Program. The general Construction design is to include asphalt milling, reconditioning subbase material, sidewalk replacement, stormwater sand filter replacing, and one inch of asphalt concrete pavement. Items that may become necessary for a comprehensive design estimate such as Easement Acquisition is not included.

Note: Unit Price Items are from FDOT average unit costs between 1/1/2017 & 12/31/2017 and latest County project bid prices.

STREET NAMES:	LENGTH (ft)	Area (SQ.Ft.) - Includes Cul-de-Sacs				
Tower Oaks Dr.	700	22,740.00				
Pleasant Pines Ct	170	6,339.00				
Green Meadows Ct	500	18,896.00				
Lily Pond Ct	305	6,885.00				
Cattail Ct	360	10,310.00				
Tower Wood Trl	500	18,148.00				
<b>Total</b>	<b>2,835</b>	<b>\$3,318.00</b>				
Roadway Typical: 20 ft. pavement						
DOT Pay Item#	Description	Unit	Quantity	Unit Price	Total Dollar	
101-1	MOBILIZATION	LS	1.00	\$30,682.00	\$28,086.60	
102-1	MAINTENANCE OF TRAFFIC	LS	1.00	\$3,000.00	\$3,000.00	
110-1-1	CLEARING AND GRUBBING (Pavement Removal)	AC	2.76	\$14,544.65	\$40,143.23	
126-3	CHANNEL EXCAVATION	CY	50.00	\$15.00	\$750.00	
126-4	EMBANKMENT	CY	50.00	\$15.00	\$750.00	
522-1	CONCRETE SIDEWALK, 4"	SY	1294.00	\$42.00	\$53,348.00	
285-704	OPTIONAL BASE GROUP 04	SY	78.00	\$8.60	\$670.80	
285-706	OPTIONAL BASE GROUP 06	SY	78.00	\$12.90	\$1,006.20	
327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	9257.58	\$2.00	\$18,515.11	
334-1-13	SUPERPAVE ASPHALT CONC "C"	TN	509.17	\$91.00	\$46,334.07	
430-174-118	PIPE CULV (RCP, ROUND, 18") RCP	LF	640.00	\$70.00	\$44,800.00	
430-175-124	PIPE CULV (RCP, ROUND, 24") RCP	LF	850.00	\$92.00	\$78,200.00	
430-174-130	PIPE CULV (RCP, ROUND, 30") RCP	LF	100.00	\$94.00	\$9,400.00	
430-984-125	MITERED END SECTION (18")	EA	1.00	\$1,409.00	\$1,409.00	
430-984-129	MITERED END SECTION (24")	EA	1.00	\$1,893.00	\$1,893.00	
LC-003	STORMWATER SAND FILTER REPLACING	LS	1.00	\$11,700.00	\$11,700.00	
430611225	U-ENDWALL(18")	EA	3.00	\$2,913.00	\$8,739.00	
430611129	U-ENDWALL(24")	EA	1.00	\$2,300.00	\$2,300.00	
430611133	U-ENDWALL(30")	EA	1.00	\$3,981.00	\$3,981.00	
425-1521	INLETS, DT BOT, TYPE C, MODIFIED <10'	EA	10.00	\$3,491.00	\$34,910.00	
425-1541	INLETS, DT BOT, TYPE D, MODIFIED <10'	EA	2.00	\$3,898.00	\$7,796.00	
570-1-2	PERFORMANCE TURF, SOD	SY	720.00	\$2.50	\$1,800.00	
<b>SUBTOTAL:</b>					<b>\$282,132.01</b>	
Geotech/Testing			7%		\$26,749.24	
Surveying, including Drainage Easements and Permit Fees			20%		\$76,426.40	
Engineering Design			20%		\$76,426.40	
<b>SUBTOTAL:</b>					<b>\$179,602.05</b>	
Permit Application Fees (Based on the most current fee schedule and are subject to change in the future)						
Project Subtotal					\$581,734.06	
Contingency				5%	\$28,086.70	
Special Assessment Analysis				\$5,000	\$5,000.00	
<b>Total (Preliminary Estimate):</b>					<b>\$594,820.76</b>	

### SECTION THREE - APPORTIONMENT OF THE SPECIAL ASSESSMENT

Per the Leon County Code of Law, special benefits must be assessed in proportion to the benefit derived. As noted earlier in the definition of special assessment in Chapter 16:

Sec. 16-26 ... (ii) the special assessment must be properly apportioned among the parcels receiving such special *benefit*

Tower Oaks subdivision contains 81 lots, as well as common areas (road and stormwater improvements), and conservation areas. To equitably apportion the special benefits, several characteristics were analyzed for each lot, including number of front feet, total area or size, and property use. The three characteristics were analyzed to determine the unit of measure that is most equitable.

For purposes of report, we analyzed three units of measure to determine which one provided the most equitable apportionment of the special benefits. The results follow.

#### Unit of Measure - Front-Foot Analysis

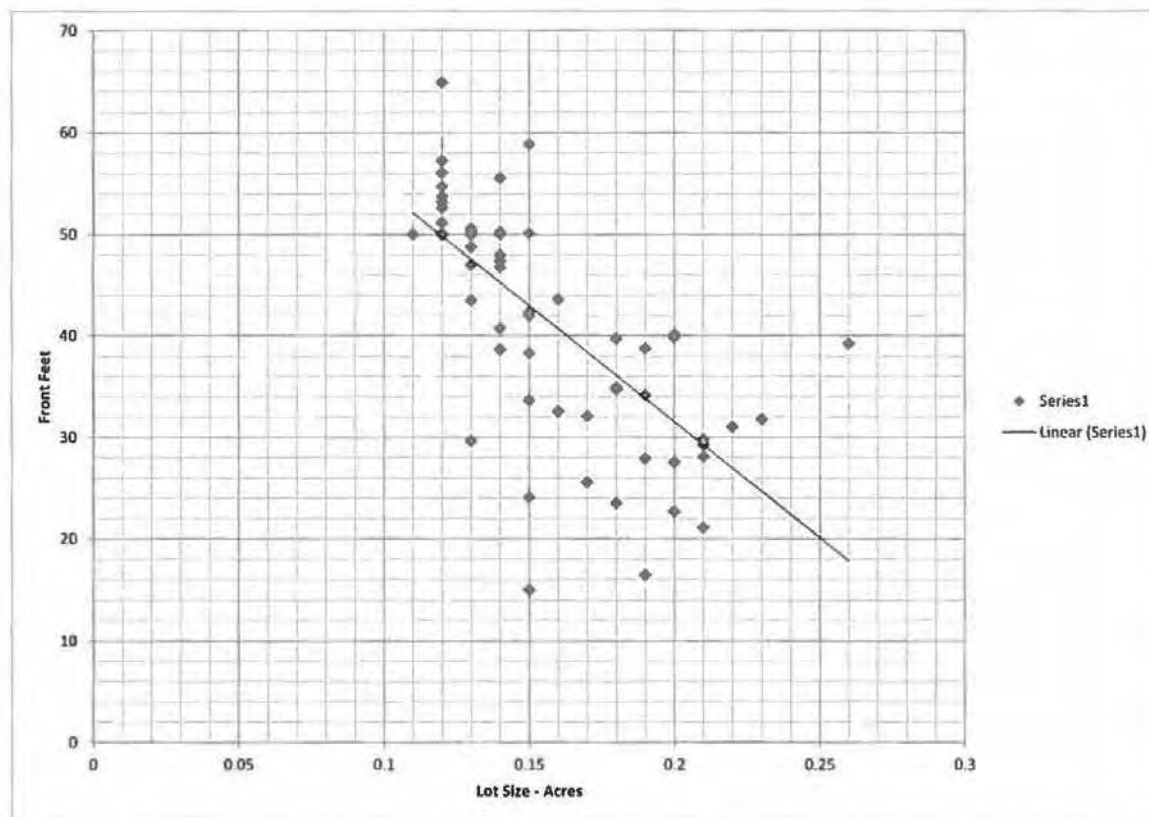
In this neighborhood, the residential lots are not uniform in size. They range from 0.11 to 0.26 acre, with a mean and median of 0.15 and 0.14 acre. Likewise, the road front feet for each lot also spans a wide range, from 15 feet to 177 feet, with a mean and median of 55 and 50 feet. The eight corner lots contain considerably more front feet than the standard lots. To better understand these data, we created a scatter graph depicting the size (x-axis) and the road frontage (y-axis) for each of the lots. Because the eight corner lots severely skewed the data, they were eliminated from this analysis; the remaining 73 lots, which are more uniform in size, were studied. The results showed that the smaller lots typically had *more* front feet than the larger lots (see the exhibit on the following page). The larger lots are typically located in culs-de-sac and are pie shaped, with the smallest point on the road, then widening out as they extend away from the road. The front-foot method does not appear to be an equitable way to apportion the special assessment.

The scatter graph on the following page depicts the relationship between lot size and front feet for these lots.



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Lot Size to Front Feet Analysis



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#### Unit of Measure - Lot-Size Method

Given the inequity described in the front-foot methodology, the remaining two methods were analyzed for equitable apportionment of the special assessment. The lot size method is described below.

Lots in Tower Oaks range in size from 0.11 to 0.26 acre, with a mean and median of 0.15 and 0.14 acre. The lot-size method is actually the inverse of the front-foot method. Logic dictates that larger lots should have more road frontage than smaller lots. The opposite is true for Tower Oaks subdivision. The recorded plat was examined and the road frontages were measured for each lot. As described earlier, the larger lots are located in the culs-de-sac. The portion fronting the roadway is narrow for these lots, while the wider portion is farthest from the street; the lots are pie shaped.

In this instance, the owners of larger lots with less (and in some instances, significantly less) road frontage would be required to pay a larger portion of the special assessment under the per-lot-size unit of measure. Like the front-foot analysis, this would result in an inequitable distribution of the special assessment for those properties on the larger end of the lot-size spectrum.

Instead, we studied a third option for measuring the equitable apportionment of the special assessment.

#### Unit of Measure - Per-Lot Method

Ultimately, the one constant throughout the 81 lots is their use; each contains a single-family residence. All 81 lots were improved with a house in the years 2002 or 2003. The residences range in size from 970 square feet to 1,338 square feet; there is, however, only one house with 970 square feet. The next smallest house size is 1,066 square feet. Eliminating the one outlier from this group, the single-family improvements range from 1,066 to 1,388 square feet, with mean and median sizes of 1,245 and 1,338 square feet.

This commonality of use - one single-family residence per lot - is the most appropriate measure for apportioning the special assessment in an equitable fashion. Using this method, the special assessment would be apportioned on a per-lot basis as follows:

Preliminary Cost Estimate ÷ Number of Lots    \$594,820 ÷ 81

Cost Estimate per Lot    \$7,343.47

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## **CONCLUSION**

This study clarified the two issues needed to support a special assessment:

1. The property owners abutting the roadways and stormwater drainage improvements in Tower Oaks will receive a special benefit if Leon County constructs the proposed improvements outlined in this study.
2. A method for equitably apportioning the special assessment was justified.

Based on the information presented in this study, it is our opinion that the per-lot special assessment for each of the 81 lots in the Tower Oaks subdivision is:

**\$7,343.47**

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## **APPENDIX - ENGAGEMENT LETTER**

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## Leon County

### Board of County Commissioners

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

County Attorney's Office  
301 S. Monroe Street, Suite 202  
Tallahassee, FL 32301  
(850) 606-2500 (Telephone)  
(850) 606-2501 (Telefax)

#### Commissioners

JOHN E. DAILEY  
District 3  
Chairman

NICK AVALDO  
At-Large  
Vice Chairman

BILL PROCTOR  
District 1

JIMMY JACKSON  
District 2

BRYAN DOUGLASS  
District 4

KRISTY DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT J. LONG  
County Administrator

HURBERT W.A. THIGLE  
County Attorney

April 5, 2017

Barry A. Diskin MAI  
Diskin Property Research  
2938 Wellington Circle  
Tallahassee, FL 32309-6885

Re: Special Assessment Study;  
Tower Oaks Subdivision Paving and Drainage Improvements;  
Leon County Code, Chapter 16, Article II ("2/3 Program")

Dear Barry:

This letter addresses the scope of your assignment regarding the above-referenced matter. As we have discussed, the County is moving forward with a petition received from the requisite number of owners from the Tower Oaks subdivision requesting that the County, pursuant to its 2/3 Program, construct road and drainage improvements and assume perpetual maintenance responsibility of such improvements. At completion of construction, the County will impose special assessments in order to recover some or all of the project costs.

Your assignment is to: (i) examine whether the road and drainage improvements will confer a special benefit upon the abutting property to be assessed for the cost of such improvements; (ii) recommend a method for apportioning the assessments in a fair and reasonable manner, and (iii) examine whether the amount proposed to be assessed against each property will not exceed the special benefit conferred upon such property. As defined in the 2/3 Program, the term "special benefit" means, "the benefit derived by a parcel from an abutting improvements project." The definition goes on to state that, "in evaluating whether a parcel has derived a special benefit, the test is not whether such benefit derived by the abutting parcels is unique or is different in type or degree from the benefit provided to the community as a whole; rather the test is whether there is a logical relationship between the road improvements and the benefit derived therefrom by the abutting parcels." You should consider this definition in your analysis as well as the various relevant Florida cases that we have previously discussed.

In order to complete your assignment, the County will provide you with its preliminary cost estimates and a description of the proposed improvements.

*"People Focused. Performance Driven."*

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Barry A. Diskin MAJ  
April 5, 2017  
Page 2 of 2

For purposes of your analysis, you are to assume that, absent the 2/3 Program, it would be necessary for the same project improvements, as proposed by the County, to eventually be constructed and maintained by the Tower Oaks subdivision owners, at their cost and expense. Your report should be prepared in a format that can be utilized as a template for special assessment studies in future improvement projects involving the 2/3 Program.

You are to proceed with this assignment in accordance with the Agreement between your firm and the County dated February 18, 2015. The rates to be paid for your services are as set forth in the attached Not-to-Exceed Estimate. If you have any questions concerning this matter, please contact our office.

Sincerely,

COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA



Daniel J. Rigo  
Assistant County Attorney

DJR:dr

cc: Charles Wu, P.E., Director of Engineering Services  
Mitzi McGhin, Real Estate Specialist

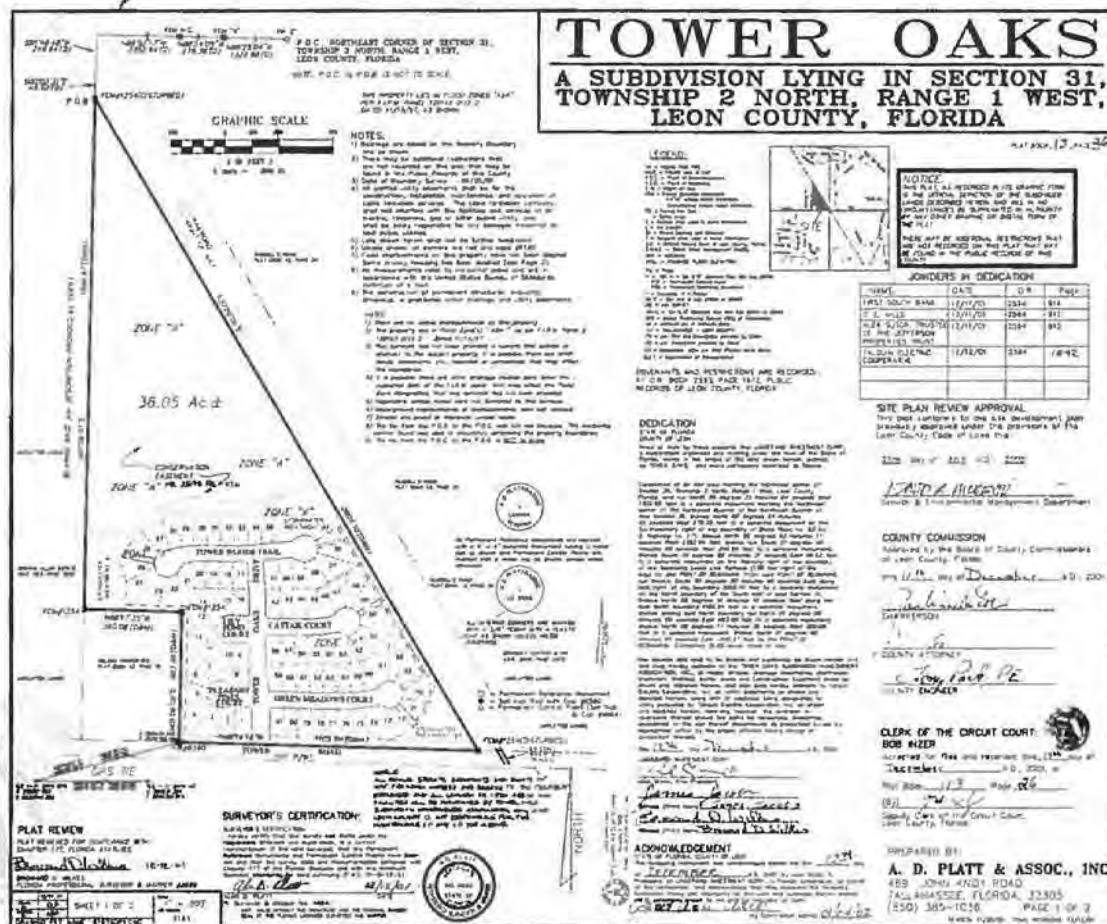
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Not-to-Exceed Estimate										
Project to Applicant Applicant	Date	Proposed		Senior Architect			Architect			Low-Bid Total
		Hours	Rate	Hours	Rate	Total	Hours	Rate	Total	
Architect/Owner Call	1/1	1125	\$1,700	13	\$2,000	\$2,600	0	\$150	\$0	\$5,200
Research/Reading	1/1	1125	\$1,800	20	\$2,000	\$4,000	25	\$150	\$3,750	\$15,350
Support/Preparation	1/1	1125	\$1,800	20	\$2,000	\$4,000	0	\$150	\$0	\$7,800
Technical/Research/Prep	1/1	1125	\$1,150	0	\$2,000	\$0	0	\$150	\$0	\$3,250
Contingency	1/1	1125	\$1,150	0	\$2,000	\$0	0	\$150	\$0	\$1,725
<b>Sub Total</b>		<b>5300</b>	<b>\$14,175</b>	<b>53</b>	<b>\$10,000</b>	<b>\$15,400</b>	<b>25</b>	<b>\$150</b>	<b>\$3,750</b>	
Total Project		5300		53		\$15,400		25		\$3,750

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## **APPENDIX - TOWER OAKS RECORDED PLAT**



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## **APPENDIX - TOWER OAKS H.O.A. COVENANTS**

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**THIS INSTRUMENT PREPARED BY**

BRUCE I. WIENER, Attorney  
Carter, Duggan, Hut & Wiener, P.A.  
1100 Thomaswood Drive  
Tallahassee, FL 32308  
(904) 385-0070  
Matter No. 01-2606 & 00-2524

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF TOWER OAKS**

LINDERAND INVESTMENT CORP., a Florida corporation, is the owner of the property described in Exhibit "A" located in Leon County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owner, its heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

**ARTICLE I - DEFINITIONS**

1. "Declarant" shall mean and refer to LINDERAND INVESTMENT CORP., the owner of the property described in Exhibit "A" and the developer of the Subdivision. Upon conveyance of the property described on the attached Exhibit "A" to B.T.D.R.Y.D., INC., a Florida corporation ("BTDRYD, Inc."), BTDRYD, Inc. shall become the Declarant under this Declaration.
2. "Association" shall mean and refer to TOWER OAKS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.
3. "Lot": The property described in Exhibit "A" has been divided into parcels for sale by the Declarant. The plat of the Subdivision either has or will be recorded in the Public Records of Leon County, Florida. Each subdivided parcel as shown on the recorded plat shall be known as a "lot".
4. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage, storm water facilities and other related improvements in good and functioning condition.
5. "Member" shall mean every person or entity that holds membership in the Association.
6. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots as shown on the plat recorded in the Public Records of Leon County, Florida.
7. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, but shall not include those holding title as security for the performance of an obligation.
8. "Improvement" shall mean all buildings, outbuildings, sheds, driveways, parking areas, fences, lights and utility pole lines and any other structure of any type or kind. Improvements to be placed on any lot require the approval of the Committee.
9. "Committee" shall mean the Architectural Control Committee as defined below.
10. "Living Area" shall mean those heated and airconditioned areas which are completely finished as a living area and shall not include garages, carports, porches, patios or storage

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areas.

11. "Common Area" shall mean any land or facilities which the Association owns or maintains, including the roadways and stormwater facilities within the Subdivision and any easements for drainage and storm water drainage and treatment reserved to the Association.

#### ARTICLE II - TOWER OAKS SUBDIVISION HOMESOWNERS ASSOCIATION, INC.

Section 1. General Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas; administering and enforcing these covenants and restrictions; collecting and disbursing the assessments and charges hereinafter established; and for the purpose of promoting the common interest of the owners in the Subdivision. Declarant has filed with the Secretary of State of Florida, TOWER OAKS SUBDIVISION HOME OWNERS ASSOCIATION, INC., a non-profit corporation. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws and may include, but shall not be limited to, maintenance of roads, stormwater facilities, common areas, easements and security systems. The Association may engage in any other activity or assume any responsibility that the Association may consider desirable to promote common interests of the residents of the Subdivision.

The Association shall operate and maintain at its cost, and for the use and benefit of the owners of lots in the Subdivision, all land owned by the Association. The Association shall be responsible for the perpetual maintenance of the streets and roadways and stormwater facilities within the Subdivision, unless or until the appropriate governmental body accepts this responsibility from the Association as provided by law.

Section 2. Membership in the Association: Any person who owns a lot within the Subdivision that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 3. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when Seventy-Five percent (75%) of the lots are owned by persons or entities other than the Declarant, or when Declarant elects to terminate Class B membership, whichever occurs first.

Section 4. Directors: Notwithstanding anything to the contrary herein, the owners of lots in the Subdivision shall be allowed to elect all directors of the Association on one-vote-per-lot basis and the first election shall be held before more than 50 percent of the lots have been sold or deeded away by the Declarant.

#### ARTICLE III - ASSESSMENTS

Section 1. Creation of Lien and Owners' Obligation: Each owner of a lot within the Subdivision by acceptance of a Deed to the lot, whether or not it is expressed in the Deed or other

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conveyance, covenants and agrees to pay to the Association, annual assessments and special assessments to be fixed, established and collected from time to time as provided for in these restrictions. The annual and special assessments, together with such interest thereon, and costs of collection as provided for herein, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection as herein provided shall also be a perpetual obligation of the person which is the record owner of the lot at the time when the assessment becomes due.

**Section 2. Purpose of Assessment:** The assessments levied by the Association shall generally be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Specifically, but without limitation, the assessments shall be used for the improvement and maintenance of the roadways, stormwater facilities and common areas within the Subdivision, including but not limited to, the payment of taxes, insurance, repair, replacement, maintenance and for the cost of labor, equipment, materials, management and supervision.

**Section 3. Annual Assessments:** Until changed by the Board of Directors of the Association, the annual assessments per lot shall be One Hundred Fifty Dollars and No Cents (\$150.00). The annual assessment may be increased or decreased by the Board not more frequently than annually. The annual assessments shall begin within one year after construction of the private streets or roads and such other common facilities, which assessments shall include both maintenance costs and a reasonable contribution to a reserve account for future major repairs or replacement.

**Section 4. Change in Maximum Annual Assessment:** The Association may change the maximum amount of the annual assessment fixed by Section 3. above prospectively for any annual period, provided that any such change shall be approved by two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

**Section 5. Special Assessments:** In addition to the annual assessments authorized by Section 3. above, the Association may levy in any assessment year, a special assessment, applicable to that year only. The special assessment shall be for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the common areas, including any necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the consent of a majority of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting to determine special assessments shall be sent to all members at least thirty (30) days in advance of the meeting. The notice shall set forth the purpose of the meeting.

**Section 6. Quorum:** The quorum required for any action authorized by Sections 4. and 5. above shall be as follows: At the first meeting called, as provided in Sections 4. and 5. hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4. and 5. hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

**Section 7. Effect of Nonpayment of Assessments and Remedies of the Association:** Any assessment not paid within sixty (60) days after the date that such assessment is due as determined by the Board, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

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Section 8. Subordination of Assessment Lien. The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

Section 9. Right of Declarant: Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of assessments against lots owned by Declarant and held for sale in the normal course of business; provided, however, lots owned by Declarant shall be subject to that portion of the annual assessment representing maintenance costs when more than 50 percent of the lots have been sold or transferred by the Declarant and to that portion of the annual assessment representing the contribution to a reserve account when more than 75 percent of the lots have been sold or transferred by the Declarant.

#### ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. The Committee shall consist of three (3) members appointed by the Board of Directors of the Association.

Section 2. Purpose. No building, fence, structure, alteration, addition or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality and as to consistency with these Declarations.

Section 3. Approval Procedures. Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days, and the Committee fails to approve or disapprove within said ten (10) day period.

#### ARTICLE V - USE RESTRICTIONS

The Subdivision shall be occupied and the lots within the Subdivision shall be used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No lot within the Subdivision shall be further subdivided.

Section 3. No mobile homes shall be allowed on any lot in the Subdivision.

Section 4. No building on any lot shall be located on the site nearer to the front property line, rear property line, interior property line or nearer to the side street line than the minimum building set back lines specified on the recorded plat of the Subdivision. No driveway shall be located nearer than one (1) foot to an interior property line.

Section 5. No dwelling shall be constructed that contains less than 1000 square feet of living area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.

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Section 6. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any building site at any time. Boats, trailers, campers or other recreational vehicles shall be parked or stored within the garage or placed behind the residence and shall not be visible from the street which runs in front of the lot.

Section 7. No mailbox, paper box or other receptacle of any kind for use in the delivery or mail, newspapers, magazines or similar materials shall be erected or located on any lot unless and until the size, location, design and type of material for said boxes or receptacle shall have been approved in writing by the Committee.

Section 8. No business, trade or commercial activity shall be conducted on any building site.

Section 9. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

Section 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any animal creating a nuisance or annoyance in the neighborhood shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

Section 11. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 12. There shall be no on street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles or trailers.

Section 13. All personal property kept on a lot shall be either kept and maintained in a proper storage facility or shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances or the like from being kept anywhere on the property, including in the front, on the side or to the rear of the property. Any personal property, if it is to be stored on the lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies and after thirty (30) days' notice to owner, the Association may come upon the lot to remove property being stored in violation of this provision, all at the expense of the owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty (30) days or longer or does not have a current license tag.

#### ARTICLE VI - COMMON AREAS

Section 1. Members' Easements of Enjoyment: Subject to the provisions of Section 3. hereof, every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every lot. Each owner shall have a perpetual easement for ingress over and across all roads located within the Subdivision.

Section 2. Title to Common Areas: The Declarant shall convey the legal title to the common areas free and clear of any liens within sixty (60) days from the date of these Declarations. The common areas cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the members.

Section 3. Extent of Members' Easements: The rights of easements of enjoyment created hereby shall be subject to the right and obligation of the Association to dedicate to public

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use any street or road in the Subdivision whenever two-thirds of the owners of two-thirds of the property abutting such street or road present a signed petition proposing such dedication to the county or a successor local government and such local government agrees to accept for maintenance the subject street or road as a public right-of-way. Provided, however, that such dedication shall not be permitted unless such dedication is agreed to by two-thirds of the owners of two-thirds of the property abutting such street or road in a signed petition proposing such dedication which is presented to the county or a successor local government and such local government agrees to accept such dedication.

Section 4. Maintenance: The Association shall maintain all common areas within the Subdivision, including specifically all roads, stormwater facilities and entrance areas.

#### ARTICLE VII - UTILITY EASEMENTS

Declarant reserves unto itself, a perpetual and alienable easement and right on, over and under each lot to erect, maintain and use pipes, wires, cables, conduits, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage facilities or other public conveniences or utilities on, in or over those portions of each lot or the common areas as may be reasonably required for utility line purposes; provided, however, that no such easement shall be applicable to any portion of such lot as may (i) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to this Declaration, or (ii) such portion of a lot as may be designated as the site for a building on a plot plan for erection of a building which has been approved in writing. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

#### ARTICLE VIII - ENFORCEMENT

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments or foreclosure of the lien against the lot, provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions herein contained may be enforced by the Association. Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

#### ARTICLE IX - DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its transferees, or its or their contractors or subcontractors from doing or performing on all or any part of the Subdivision actually owned or controlled by Declarant or its transferees or upon the common areas, whatever it determines to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

A. Erecting, constructing and maintaining thereon such structures and vehicles as

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may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in lots by sale, lease or otherwise.

B. Conducting thereon its business of completing and establishing the property as a residential community and disposing of the property in lots;

#### ARTICLE X - AMENDMENTS

Section 1. By Declarant: Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modification shall only be made by Declarant without the requirement of the Association's consent or the consent of the owners' provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Declarant specifically reserves the right to amend or modify this Declaration (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Department of Veteran Affairs, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to protect, clarify, or make internally consistent the provisions herein; and (iv) for any other purpose so long as a member's voting rights are not diluted and its assessments not increased except as provided herein, and so long as its rights to the use and enjoyment of his/her/their lot is not materially altered. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variances from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

Section 2. By Owners: Except as provided in Section 3 of this Article, after termination of Class B membership in the Association, this Declaration may be amended by the consent of the owners of at least two-thirds (2/3) of all lots. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

Section 3. Scrivener's Errors and Nonmaterial Changes: Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant alone until his Class B membership is terminated and by the Board thereafter and without the need of any consent of the owners.

#### ARTICLE XI - MISCELLANEOUS

Section 1. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2. Notice: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the

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Association at the time of such mailing.

Section 3. Interpretation of Declaration: The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

Section 4. Captions, Headings and Titles: Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 5. Context: Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof, and vice versa.

Section 6. Attorneys' Fees: Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 7. Declarant Obligations: The prevailing party in any litigation involving the obligations of the Declarant to incorporate the Association for the Subdivision or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements shall be entitled to recover its reasonable attorneys fees and costs from the non-prevailing party.

Section 8. Leon County: In addition to the requirements provided herein, the provisions required by Subsections 10-1560, i.(a) through i.(m) of the Leon County Land Development Code shall not be amended without the written consent and joinder of Leon County, which consent and joinder may be given by the county attorney provided the minimum requirements of said sections have been fully complied with.

Section 9. FHA/VA Approval: As long as there is a Class B membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, this instrument has been executed by Declarant on this 18 day of December, 2001.

WITNESSES:  
\_\_\_\_\_  
Print Name: Debra J. Whitt

\_\_\_\_\_  
Print Name: CHRISTINA L. BUCHOFF

LINDERAND INVESTMENT CORP., a  
Florida corporation

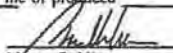
By: [Signature]  
Print Name: JOHN GREEN II  
Its President

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STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2001,  
by Jack M. Green, Jr. as President of Linderund Investment Corp., a Florida corporation, on behalf  
of the corporation. He is personally known to me or produced \_\_\_\_\_ as  
identification.

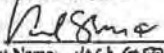
  
Notary Public  
My Commission Expires:



**ACKNOWLEDGEMENT**

TOWER OAKS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., by its  
President, hereby acknowledges the above Declaration and consents to the obligations of the  
Association as specified therein.

TOWER OAKS SUBDIVISION HOMEOWNERS  
ASSOCIATION, INC.

By:   
Print Name: Jack M. Green, Jr.  
Its President



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EXHIBIT A

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JOS. HINES, CLERK OF COURTS

Commence at an iron pipe marking the Northeast corner of Section 31, Township 2 North, Range 1 West, Leon County, Florida, and run North 88 degrees 25 minutes 04 seconds West 1322.88 feet to a concrete monument marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 31, thence North 88 degrees 24 minutes 05 seconds West 279.38 feet to a concrete monument on the Southwesterly right of way boundary of State Road No. 63 (U. S. Highway No. 27), thence North 88 degrees 52 minutes 17 seconds West 2352.94 feet, thence run South 01 degrees 48 minutes 48 seconds West 249.84 feet to a concrete monument, thence South 00 degrees 02 minutes 31 seconds East 49.62 feet to a concrete monument on the Westerly right of way boundary of the Seaboard Coast Line Railroad (150 feet right of the way) for the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 30 degrees 20 minutes 08 seconds East along said right of way boundary 2809.10 feet to a concrete monument on the North boundary of the South Half of said Section 31, thence North 88 degrees 16 minutes 16 seconds West along the said North boundary 1105.54 feet to a concrete monument, thence leaving said North boundary run North 01 degrees 06 minutes 06 seconds East 483.98 feet to a concrete monument, thence North 88 degrees 17 minutes 35 seconds West 360.08 feet to a concrete monument, thence North 01 degrees 06 minutes 51 seconds East 1896.87 feet to the POINT OF BEGINNING; Containing 36.05 acres, more or less.



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**APPENDIX - LEON COUNTY CODE OF LAWS -  
CHAPTER 16 - SEC. 16-26 - 16-37**

## ARTICLE II. - IMPROVEMENTS TO ROADS<sup>2</sup>

### Footnotes:

#### -- (2) --

*Editor's note—* Section 1 of Ord. No. 13-10, adopted May 14, 2013, amended art. II, improvements, in its entirety to read as herein set out. Former art. II, §§ 16-26—16-37, pertained to similar subject matter, and derived from the 1980 Code, §§ 20-18—20-29; and Ord. No. 92-17, § 1, adopted Sept. 22, 1992.

### Sec. 16-26. - Definitions.

The following words and phrases when used in this article shall have the following meaning, except in those instances where the context clearly indicates a different meaning:

*Board* shall mean the Board of County Commissioners of Leon County, Florida.

*County* shall mean, as indicated by the context used, either Leon County, Florida, as a geographic location, or Leon County, Florida, a charter county and political subdivision of the State of Florida, as a legal entity.

*County staff* shall mean the staff employed by the county in the real estate division of the department of facilities management.

*Donation* shall mean a conveyance by gift to the county of good and marketable title to real property or any interest therein. Such title shall be free from encumbrances and material defects, except those deemed by the county to be acceptable, shall be free from any doubt as to its validity, and shall make it reasonably certain that such title will not be called into question in the future so as to subject the county to litigation with regard thereto.

*Non-ad valorem assessment* shall mean a special assessment which is not based upon millage and which can become a lien against a homestead as permitted in Section 4, Article X, Florida Constitution.

*Owner* shall mean any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety, of the whole or a part of parcel.

*Parcel* shall mean any piece of real property in the unincorporated area of the county that has a single parcel identification number assigned to it by the county property appraiser; provided, however, that if such parcel identification number is associated with multiple pieces of real property as depicted on the cadastral map maintained by the county property appraiser, each one of such multiple pieces shall be deemed to be a separate parcel unless otherwise determined by county staff.

*Pending special assessment* shall mean a special assessment in a pending amount, with such amount to be determined by the Board in accordance with this article, after the completion of the requested road improvements.

*Request for road improvements* shall mean a written request, in a form approved by county staff, properly executed by the requisite number of parcel owners requesting the Board to consider making road improvements abutting their parcels. A request for road improvements shall provide the name and contact information of a designated representative of such parcel owners, describe the proposed road improvements, identify all of the parcels that abut the proposed road improvements, and contain a clear and plain statement that the parcel owners, by executing such request, acknowledge that the conveyance to the county of any right-of-way needed for the road improvements shall be by donation.

*Right-of-way* shall mean land in which the county owns the fee or has an easement devoted to or required for use in constructing and maintaining a road.

*Road* shall mean a privately-owned way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel. If such privately-owned way does not directly connect to a publicly-maintained way, then the term road shall include any connecting privately-owned way, or ways, leading to a connection with a publicly-maintained way, as in the case of a private subdivision.

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*Road improvements* shall mean any improvements to roads undertaken by the Board including, but not limited to, paving, repaving, curbing, draining, retention, detention or constructing sidewalks and bikeways or any combination thereof.

*Special assessment* shall mean a levy upon a parcel abutting a road improvements project to defray the cost thereof. A valid special assessment must satisfy a two-prong test: (i) the parcel burdened by the special assessment must derive a special benefit from the road improvements provided by such special assessment; and (ii) the special assessment must be properly apportioned among the parcels receiving such special benefit.

*Special benefit* shall mean the benefit derived by a parcel from an abutting road improvements project. In evaluating whether a parcel has derived a special benefit, the test is not whether such benefit derived by the abutting parcels is unique or is different in type or degree from the benefit provided to the community as a whole; rather the test is whether there is a logical relationship between the road improvements and the benefit derived therefrom by the abutting parcels.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-27. - Provisions cumulative.**

This article is declared to provide a supplemental and alternative method of making local road improvements in the unincorporated areas of the county and shall not operate to repeal any existing law.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-28. - Request for road improvements; donation of right-of-way.**

Upon receipt by county staff of a request for road improvements from the owners of not less than two-thirds of the parcels abutting on any road, or any continuous portion thereof, or any group of roads, the Board shall, in accordance with requirements in this article, consider the request for road improvements at a public hearing during a regular meeting of the Board and consider the extent to which the abutting parcels would derive a special benefit from the requested road improvements.

The request for road improvements shall contain in a clear and plain statement the requirement that any right-of-way needed for the road improvements shall be conveyed to the county by donation.

If, upon the withdrawal of an owner's name from the request for road improvements, the number of owners on such request for road improvements falls below the requisite two-thirds of the abutting parcels, the road improvements project shall cease. The road improvements project may be recommenced with the addition to the original request for road improvements of an owner of a parcel abutting the road improvements project; provided, however, that such addition must be made no later than 20 days after the road improvements project ceased, and the additional owner must be associated with a parcel not included in the original request for road improvements.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-29. - Notice to public; first public hearing; resolution.**

Prior to the public hearing to consider a request for road improvements, the Board shall publish a notice, at least once, in a newspaper of general circulation in the county, stating that at a regular meeting of the Board on a date and time certain, to be held at least 20 days after the date of first publication, the Board will conduct a public hearing to hear all interested persons on the requested road improvements.

The notice shall further state in general terms a description of the proposed road improvements, and the location thereof, the initial cost estimate thereof, a description of the abutting parcels against which a special assessment is proposed to be made, and a statement that a donation of real property from the owners of such abutting parcels may be necessary for the county to acquire the right-of-way needed to complete the road improvements. A copy of the notice shall be mailed by certified mail to the record owners of such abutting parcels at the address shown on the most recent county property appraiser's ad valorem tax assessment roll, such notice to be mailed at least 20 days prior to the public hearing.

At the time designated in the notice, the Board shall hear all interested persons, and may then or thereafter reject the request for road improvements or, by resolution, approve all or any part of the

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requested road improvements and direct that a pending special assessment lien be imposed upon each of the abutting parcels that derive a special benefit from the requested road improvements.

The resolution shall contain the name of each owner of each parcel upon which the pending special assessment lien is imposed, along with a description of each such parcel. Such resolution shall also contain Board direction that prohibits the road improvements from being commenced until the donations of all needed right-of-way have been obtained, and further that, if such donations cannot be obtained within 180 days after the documentation identifying the needed right-of-way is provided to county staff, the road improvements project shall be terminated. The burden shall be on the owner, at the owner's expense, to provide good and marketable title to the needed right-of-way including, but not limited to, curing any material defects deemed by the county to be unacceptable. The 180-day deadline for obtaining such donations may be extended for good cause at the discretion of the county administrator.

An executed copy of such resolution shall, no later than ten days after its adoption, be recorded in the official records of the county in a manner that will allow the discovery of the resolution through a search of any of the owners' names contained therein. Upon such recordation, the resolution shall thereafter constitute a pending special assessment lien on each such parcel contained therein. The failure to timely record the resolution shall not be deemed to invalidate such resolution.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-30. - Significant cost increase; special assessment roll; second public hearing; resolution.**

If, at any time prior to commencing construction of the road improvements, the initial cost estimate for the road improvements increases by more than 15 percent, the road improvements project shall thereafter cease upon the delivery to the designated owners' representative, in person or by certified mail, of written notification of such increase. Any recommencement of such road improvements project shall require the receipt by county staff of a new request for road improvements from the owners of not less than two-thirds of the parcels abutting such road improvements. Such new request for road improvements shall be delivered to county staff no later than 30 days after the road improvements project ceases, and shall thereafter be presented to the Board for reconsideration on the general business agenda during a regular meeting of the Board. At least 20 days prior to such reconsideration by the Board, a letter shall be mailed by regular mail to the record owners of the parcels against which a pending special assessment lien was imposed at the address shown on the most recent county property appraiser's ad valorem tax assessment roll, notifying such owners of the increased cost estimate for the road improvements project and that at a regular meeting of the Board, on the date and time to be provided in such letter, the Board will hear all interested persons on the reconsideration of the requested road improvements project. At such designated date and time, after hearing all interested persons, the Board may, by resolution, authorize the recommencement of the project by approving the new request for road improvements, reject the new request for road improvements and terminate the project, or take such other action it deems appropriate.

Within such time as the Board may determine following the completion of the road improvements and the determination of the total cost thereof, county staff shall prepare a special assessment roll containing the parcel descriptions, the amount of the special benefit to each parcel, and the amount of the special assessment to be imposed against each parcel abutting such road improvements or otherwise deriving a special benefit therefrom. In addition, if such special assessment is to be paid in installments, the special assessment roll shall contain the number of annual installments into which the special assessment is to be divided.

Upon completion of the special assessment roll, the Board shall publish a notice, at least once, in a newspaper of general circulation in the county, stating that such special assessment roll has been completed and is on file and open to public inspection, and that at a regular meeting of the Board on a date and time certain, to be held at least 20 days after the date of first publication, the Board will conduct a public hearing to hear all interested persons on the proposed special assessments.

Such notice shall further state in brief and general terms a description of the road improvements and the location thereof. A copy of the notice shall be mailed by certified mail to the record owners of such parcels at the address shown on the most recent county property appraiser's ad valorem tax assessment roll, such notice to be mailed at least 20 days prior to the public hearing.



At such public hearing or at a definite time thereafter announced at such hearing, the Board shall hear all interested persons, and may then or thereafter annul, sustain or modify, in whole or in part, the special assessment roll according to the Board's determination of the special benefits derived by each parcel from such road improvements.

The Board may apportion the costs of such road improvements as a special assessment based on the front or square footage of each parcel or on an alternative methodology, provided the amount of the special assessment for each parcel is not in excess of the proportional special benefits as compared to the special assessments on the other parcels contained in such special assessment roll.

Upon the Board's acceptance and approval of the special assessment roll, it shall adopt a resolution which establishes the amount of the special assessment liens against those parcels contained in the approved special assessment roll, and which authorizes the issuance of special assessment lien certificates as hereinafter provided.

Such resolution shall include the name of each owner of each parcel subject to the special assessment lien, along with a description of the parcel and the amount of the special assessment lien, as set forth in the approved special assessment roll. It shall also state that all such special assessment liens shall become due and payable at the office of the county tax collector on a date as determined by the Board, which date shall not be before 30 days after the recording of such resolution in the official records of the county, and that the amount not paid within such period shall become payable in equal annual installments for a period of years, and at a rate of interest, as determined by the Board; provided, however, that any special assessment lien becoming so payable in installments may be paid at any time together with any accrued interest. Such resolution shall also state that such special assessment liens are subject to modification in accordance with the provisions of this article.

An executed copy of such resolution shall, no later than ten days after its adoption, be recorded in the official records of the county in a manner that will allow the discovery of the resolution through a search of any of the owners' names contained therein. Upon such recordation, the resolution shall thereafter constitute a special assessment lien on each such parcel contained therein, which lien shall supersede, cancel, and replace the pending special assessment lien imposed pursuant to section 16-29 of this article.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-31. - Collection; uniform method for the levy, collection, and enforcement of non-ad valorem assessments.**

The collection of any special assessments imposed pursuant to this article shall be accomplished by the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, as set forth in F.S. § 197.3632, or as such Section may hereinafter be amended. This section shall not be deemed to prohibit the Board from ordering, by resolution, an alternative method for the collection of special assessments.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-32. - Lien for preliminary costs when road improvements not constructed.**

If for any reason, prior to adopting the resolution establishing the amount of the special assessment liens pursuant to section 16-30 of this article including, but not limited to, the Board's annulment of a special assessment roll or the failure to obtain the donations of all needed right-of-way, it is determined that the road improvements will not be constructed, the incidental costs associated with the road improvements project, including but not limited to preliminary and other surveys, preparation of plans, specifications, and estimates, printing and publishing of notice and proceedings, authorization of special assessment lien certificates, legal services, engineering services, right-of-way transaction and closing fees, and any other expenses necessary or proper in connection therewith, may be imposed as a special assessment against the parcels contained in the resolution that ordered such road improvements to proceed as requested. The imposition of such special assessments shall be subject to, and shall satisfy, the same requirements and conditions as set forth in sections 16-29 through 16-30 of this article with regard to special assessments for road improvements, and the special assessment liens created thereby shall be of the same nature as set forth in section 16-34 of this article.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-33. - Donation of right-of-way; costs of acquisition.**

If, to construct the requested road improvements, it is necessary to acquire right-of-way such acquisition shall be by donation to the county. Upon preparation of the special assessment roll, county staff shall include in the total costs for the road improvements any and all incidental costs incurred by the county to complete such donation of right-of-way, including but not limited to the costs for title insurance, documentary stamp tax, recording, miscellaneous closing fees, and any attorney's fees and court costs for quieting title to such right-of-way.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-34. - Nature of special assessment liens.**

All special assessments imposed under the provisions of this article shall constitute liens upon the parcels contained in the resolutions imposing such special assessments from the date of the recordation of such resolutions in the official records of the county, and shall be of the same nature and to the same extent as liens for general county taxes, and shall be collectible in the same manner with the same fees, interest and penalties for default in payment, and under the same provisions as to sale and forfeiture as apply to general county taxes. If the Board, by resolution, decides to not use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, an alternative method for collection of special assessment liens, with such interest and penalties and with a reasonable attorney's fee, may also be by suit for foreclosure, and it shall not be unlawful to join in any such suit for foreclosure any one or more parcels, by whomsoever owned, upon which such special assessment liens are delinquent, if imposed for road improvements made under the provisions of this article.

In such instances when the Board, by resolution, decides to not use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, the failure to pay any installment of principal or interest of any special assessment lien when such installment becomes due shall, without notice or other proceedings, cause all installments of principal remaining to be forthwith due and payable with interest due thereon at the date of default; but if, before the sale of the parcel for delinquent special assessment lien payments, the amount of such delinquency is paid, together with all penalties, interest, costs and attorney's fees, any further installments of principal shall cease to become due and payable and shall be due and payable at the times at which the same would be due if no such default had occurred.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-35. - Sale of special assessment liens certificates.**

For the purpose of financing any of the road improvements authorized under the provisions of this article, the Board may sell any or all of the special assessment liens imposed against the parcels deriving a special benefit from such road improvements. Such special assessment liens shall be evidenced by special assessment lien certificates signed by the Chairman of the Board and attested to by its clerk or deputy clerk. The clerk, as directed by the Board, may sell, dispose of or assign any such certificate to any person offering to buy same; such sale, however, is to be made at not less than par of the principal of such certificate or certificates remaining then unpaid, together with accrued interest accumulated and computed to the date of sale or assignment. All payments on such special assessment lien certificates shall be made directly to the county and the responsibility for enforcement of such liens may be that of the holder of the certificate or that of the Board in the manner provided herein, as determined by resolution of the Board. The holders of such special assessment lien certificates may sue in their own name or on behalf of the county to enforce such liens. Nothing in this article shall be deemed to prohibit the Board from appointing an officer of the county to serve as paying agent and/or registrar with respect to any special assessment lien certificates issued pursuant hereto.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-36. - Labor and loans.**

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The Board may furnish the services, labor, material and equipment necessary for the road improvements to be made, or it may contract therefor with private parties. The Board may pay out of its general funds or out of any special fund that may be provided for that purpose such portion of the cost of any road improvements as it may deem proper. The Board is authorized to borrow from any available source such sums of money as are necessary to defray the entire cost of such road improvements; provided, however, the only security for such loan shall be the assignment of the special assessment lien certificates to be issued for such road improvements.

(Ord. No. 13-10, § 1, 5-14-13)

**Sec. 16-37. - Error on special assessment roll.**

In case of any omission, error or mistake in the special assessment roll, imposing special assessment liens, or in issuing special assessment lien certificates, the Board may, at any time, correct such omission, error or mistake by resolution, upon its own motion, provided such correction does not impose a greater special assessment lien on any such parcel. Any correction which increases any special assessment lien on any parcel or which adds any special assessment lien on any additional parcels shall, in the absence of written consent by the owners of the parcels involved in such correction, be made only by reaccomplishing each and every procedural requirement of this article subsequent to the occurrence of such omission, error or mistake. Such procedure shall be required with regard only to those parcels for which a special assessment lien is increased or initially established.

(Ord. No. 13-10, § 1, 5-14-13)

**Secs. 16-38—16-55. - Reserved.**

## APPENDIX - QUALIFICATIONS OF THE ANALYSTS

DISKIN PROPERTY RESEARCH  
*Real Estate Market Analysis*

## **Qualifications of BARRY A. DISKIN**

### **EDUCATION**

- B.A. Economics, Georgia State University, 1971
- M.B.A. Finance, Georgia State University, 1974
- Ph.D. Land Economics & Real Estate, Georgia State University, 1982  
Dissertation topic: "The Condominium Conversion Process: A Study of Market Characteristics, Physical Factors, and Locational Attributes Contributing to the Rate of Tenant Absorption"

### **PROFESSIONAL EXPERIENCE—Employment**

- September 1980-May 2015:* College of Business, Florida State University  
Member of the Real Estate faculty (final rank: Professor)
- August 1991–August 1993:* College of Business, Florida State University  
Chairman of the Faculty
- August 1984–1997:* Real Estate Research Center, Florida State University  
Director
- September 1985–Present:* Principal in the firm, Diskin Property Research
- January 2015–Present:* Board Member and Chair – Audit and Tax Compliance Committee of the National Stormwater Trust
- December 2016–Present:* Member of the teaching faculty of the Appraisal Institute

### **PROFESSIONAL HONORS AND ACTIVITIES**

- Professor Emeritus in the College of Business, Florida State University (Fall 2015–Present)
- The Ernst & Young Inclusive Excellence Award for Accounting and Business School Faculty 2009 Honors
- Francis J. Nardoza Scholar, College of Business, Florida State University, 2007-2015
- University Teaching Award, Florida State University, 2000
- Teacher Incentive Award, Florida State University, 1994
- Real Estate Issues* (Journal of the Counselors of Real Estate), Member of the Editorial Board
- Journal of Financial Services*, Member of Editorial Board, 1995–2007
- Journal of Real Estate Literature*, Member of the Editorial Board 1996–1998
- Postdoctoral Award, Homer Hoyt Institute, 1985
- First Place, National Dissertation Competition, American Real Estate and Urban Economics Association, 1982
- Omicron Delta Epsilon (Honor Society in Economics)
- Beta Gamma Sigma (Honor Society in Business)

### **AFFILIATIONS**

- American Real Estate and Urban Economics Association
- American Real Estate Society
- Appraisal Institute
- Counselors of Real Estate
- Real Estate Counselors Group of America (Shareholder)
- National Association of Realtors



## LICENSES AND CERTIFICATIONS

MAI—Member of the Appraisal Institute  
AI-GRS—Appraisal Institute General Review Specialist  
CRE—Counselor of Real Estate  
Florida Real Estate Broker's License  
Florida State-Certified General Real Estate Appraiser—RZ270  
Georgia Certified Real Estate Appraiser—002369  
School of Mortgage Banking, Mortgage Bankers Association of America

## PROFESSIONAL PUBLICATIONS, PRESENTATIONS, AND RESEARCH GRANTS — Partial Listing

- "Watch Your Real Estate Language," With Jack P. Friedman and Jack C. Harris, *Real Estate Issues*, Volume 39, Number 1, 2014
- "Advertising and Promotion of Expert Services," With Jack P. Friedman and Nicholas Ordway, *Real Estate Issues*, Volume 38, Number 1, 2013.
- Real Estate Handbook*. Eighth edition. With Jack P. Friedman and Jack C. Harris. Hauppauge, NY: Barron's Educational Series, 2013.
- "Marketing Yourself as an Expert Witness," With Jack P. Friedman and Nicholas Ordway, *Right of Way*, July/August 2013.
- "Valuing Commercial Properties by Brand," Presentation before the Florida United Tax Managers Association (FUTMA), May 23, 2012.
- "The Effect of Natural Gas Pipelines on Residential Value," With Jack P. Friedman, Spero C. Peppas, and Stephanie R. Peppas, *Right of Way*, January/February 2011.
- Real Estate Handbook*. Seventh edition. With Jack P. Friedman and Jack C. Harris. Hauppauge, NY: Barron's Educational Series, 2009.
- "A Better Understanding of Appraisals and Appraisers – Part 1," With Jack P. Friedman. *CPA Wealth Builder*, October 2008
- "Nuclear Waste Disposal: A Taxing Real Estate Issue." With Jack P. Friedman. *Real Estate Issues*, Summer 2006.
- "Taxation of 'Branding' Leasehold Improvements." With Jack P. Friedman. *Property Tax Alert*, March 2006.
- "Inventory Valuation," With Jack P. Friedman. *Property Tax Alert*, September 2006.
- "A Survey of Practices for the Assessment of Nuclear Waste in Dry Storage," *Journal of Property Tax Assessment and Administration*, Volume 2, Issue 3, 2005. With Jack P. Friedman
- Real Estate Handbook*. Sixth edition. With Jack P. Friedman and Jack C. Harris. Hauppauge, NY: Barron's Educational Series, 2005.
- "Questioning the Property Tax Division's Ratio Studies." With Jack P. Friedman and George Kimeldorf. Paper presented at Texas Association of Property Tax Professionals 16th Annual Conference, September 2003.
- "Questioning the Property Tax Division of the State Comptroller's Office: Do Appraisals Adequately Represent Sales?" With Jack P. Friedman and George Kimeldorf. *Assessment Journal*, Spring 2003.
- "A Corridor Within a Corridor: A Case Study of Fiber Optics Corridor Valuation." With Liz W. Citron. *Journal of Property Valuation and Taxation*, Fall 2002.

- "Some Issues in the Appraisal of Public Utility Property for Ad Valorem Tax Purposes." With Jack P. Friedman. *Journal of Property Valuation and Taxation*, Fall 2001.
- "Codes of Ethics in Business: An Attitudinal Snapshot of Millennial Professionals." With Spero C. Peppas. *International Journal of Business Disciplines*, Summer 2001.
- "Fully Depreciated Assets in the Appraisal of Public Utility Property for Ad Valorem Tax Purposes." With Jack P. Friedman. *Journal of Property Tax Management*, Winter 2001.
- "College Courses in Ethics: Do They Really Make a Difference?" With Spero C. Peppas, World Association for Case Method Research and Application. Paper presented at International Conference in Creative Teaching, January 2001
- "College Courses in Ethics: Do They Really Make a Difference?" With Spero C. Peppas. *The International Journal of Educational Management*, Volume 15, Numbers 6 and 7 (2001).
- "Public Utility Property Ad Valorem Taxation: Regulatory Formulas Prevail over Economics." With Jack P. Friedman. *Journal of Property Tax Management*, Fall 2000.
- "A New Guide for Home Buyers." With Professor H. Glenn Boggs. Grant from the Florida Real Estate Commission Education Trust Fund. The project was completed in July 2000.
- "Use of the Income Approach for Valuation of Agricultural Lands." Presentation to the American Law Institute/American Bar Association, January 6, 2000, San Francisco, California.
- "Ethical Perspectives: Are Future Marketers Any Different?" With Spero C. Peppas. *Teaching Business Ethics*, February 2000.
- Presentation to the American Law Institute/American Bar Association meeting in Tampa, Florida, on October 28, 1999. My paper was on the influence of the Internet on the appraisal process.
- "Predisposition Toward Moral Hazard: The Case for Real Estate." With Spero C. Peppas, *The Ethics and Critical Thinking Journal*, March 1999.
- "Advances in Private Property Protection Rights: States in the Vanguard." With Frank Vickory. *American Business Law Journal*, Volume 34, Number 4 (Summer 1997).
- Testimony before the Mobile Home Study Commission of the Florida Legislature on October 11, 1996. My purpose was to explain the concept of Neighborhood Effect to the legislators and commissioners.
- Presentation to the Eminent Domain Committee of the Florida Bar Association in July 1996, Orlando. My topic was "The Significance of the Appropriate Unit of Comparison in Condemnation Suits."
- Presentation for the Conflict Resolution Consortium of The Florida State University College of Law. I taught the land economics unit to the participants of the seminar on the new Private Property Protection Rights law. To date I have made this presentation three times, including August 1995, December 1995, and September 1996.
- "Property Tax Inequities: An Examination of Major Florida Metropolitan Areas." With Stacy Sirmans. A study sponsored by The Education and Research Foundation of The Florida Real Estate Commission, November 1993.
- "Vertical Inequity in the Taxation of Real Property." With Stacy Sirmans. *National Tax Journal*, March 1995.
- "The Effect of Anchor Tenant Loss on Shopping Center Rents." With Dean Gatzlaff and Stacy Sirmans. *The Journal of Real Estate Research*, Volume 9, Number. 1 (1994): 99-110.

- "An Examination of the Earnings of Real Estate Appraisers." With Dean Gatzlaff. *The Journal of Real Estate Research*, Volume 9, Number 1 (1994): 507-524.
- "Tenant Loss and Shopping Center Rents." With G. Stacy Sirmans and Dean Gatzlaff. In *Megatrends in Shopping Centers*, ed. John D. Benjamin, 1995.
- "The Impact of Ground Subsidence (Sinkholes) on Real Property Values." With Dean Gatzlaff, Patrick Maroney, Ann Butler, Claude Lilly, Richard Corbett, and Kevin Eastman. A study conducted for the Florida Department of Insurance funded by the Florida Legislature, December 1992.
- "Insurance Agent Computer Usage," With Steven M. Cassidy. *The CPCU Journal*, Volume 44, Number 2 (1991): 108-113.
- "The Influence of Hazardous Materials on the Insurance Industry." With Steven M. Cassidy and Patrick Maroney. Paper presented at the annual meeting of the American Risk and Insurance Association, August 1991, San Diego, California.
- "Lender Perceptions of Value Influences of Asbestos Contamination in Income-Producing Buildings." With Joel B. Haynes and Michael A. McElveen. *Assessment Digest*, November/December 1990.
- "Valuation of Anchor Department Stores." With Michael A. McElveen. *Assessment Digest*, September/October 1990.
- "Valuation of Anchor Department Stores." With Michael A. McElveen. Paper presented before the annual meeting of the International Association of Assessment Officers (IAAO) in Fort Worth, Texas, September 1989, and at the meeting of the Shopping Center Assessment Network in Milwaukee in March 1990.
- "Identifying Sources of Bias in Appraisal Values of Properties Held in Pooled Real Estate Funds." With Stuart Fletcher. Paper presented at the annual meeting of the American Real Estate Society in Lake Tahoe, Nevada, March 29, 1990.
- "Manufactured Housing: An Alternative to Site-Built Homes." With Karen Lahey and Michael Lahey. *The Real Estate Appraiser and Analyst*, Winter 1989.
- "Portfolio Allocations for Apartment Owners." With Karen Lahey and Michael Lahey. *The Journal of Real Estate Appraisal and Economics*, Fall 1989.
- "Student Perceptions of Real Estate Investment." With Steven A. Cassidy. *The Journal of Real Estate Appraisal and Economics*, Spring 1990.
- "Multi-family Housing Bonds: A Primer." With Margaret M. Joslin, Esq., and Joel B. Haynes. *Real Estate Review*, Summer 1988.
- "Tort Reform and Real Estate Professionals." With Patrick F. Maroney and Harold P. Tuttle. *The Appraisal Journal*, October 1988.
- "Tax-Exempt Bonds and Residential Rental Property after the Tax Reform Act of 1986." With Margaret M. Joslin, Esq., and Joel B. Haynes. *Journal of Real Estate Finance*, Winter 1988.
- "Tax-Exempt Multi-family Housing Bonds." With Margaret M. Joslin, Esq., and Joel B. Haynes. *Real Estate Accounting and Taxation*, Winter 1988.
- "Computer Acceptance and Implementation by Professional Appraisers." With Karen E. Lahey and V. Michael Lahey. *The Appraisal Review*, 34 (October 1987).
- "Professional Appraisers' Use of Computer Technology." With V. Michael Lahey and Karen E. Lahey. *The Appraisal Journal*, April 1988.
- "Appraisers' Perspectives on Industry Regulation: Is It Time?" With Patrick Maroney and Frank Vickory. *The Appraisal Journal*, July 1987.

- "The Relationship between Educational Achievement and Violations of the Florida Real Estate License Law." With Patrick F. Maroney. Paper presented at the national meeting of the National Association of Real Estate Educators, May 21, 1987, Chicago, Illinois.
- "Computer Usage by Real Estate Appraisers." With V. Michael Lahey and Karen E. Lahey. Paper presented at the national meeting of the American Real Estate Society, April 1987, Orlando, Florida.
- "The Need to Regulate Real Estate Appraisers." With Patrick Maroney and Frank Vickory. *The Real Estate Appraiser and Analyst*, Summer 1986.
- "The Need for Regulation of Appraisers." With Patrick Maroney and Frank Vickory. Paper presented at the annual meeting of the Southwest Pacific Business Law Conference, April 1986, Los Angeles, California.
- "Space Rental Perceptions and Problems in Mobile Home Parks: The Florida Experience." With Joel B. Haynes. *The Appraisal Journal*, October, 1985.
- "Is the Appraiser to Blame?" With Dennis Tosh. *Real Estate Appraiser and Analyst*, June 1985.
- "The Use of Computer Technology by Members of the Appraisal Profession." With James R. DeLisle. *Appraisal Journal*, April 1985. This study was funded partially by the American Institute of Real Estate Appraisers.
- "Application of Logit Analysis to the Determination of Tenant Absorption in Condominium Conversion." With Armen Tashchian. *Journal of the American Real Estate and Urban Economics Association*, Summer 1984.
- "Satellite Teleconferencing: A Revolutionary Communications System for Businesses." With Ellen Thrower. *Business*, Summer 1984.
- "Lender Reaction to Proposed Rent Control Legislation in Florida Mobile Home Parks." With Joel B. Haynes. *Journal of Property Management*, January 1984.
- "Condominium Conversion: Factors Leading to High Pre-sale Rates." With Joseph Rabianski. *The Real Estate Securities Journal*, 5, no. 3 (1984).
- "The Impact of Condominium Conversion on the Rental Market of Metropolitan Atlanta, Georgia." With Joseph Rabianski. Contract Study for the United States Department of Housing and Urban Development (July 1982).

## **PROFESSIONAL EXPERIENCE—Selected Assignments**

*March 2016:* Appraisals for Relocation Project for Florida Gas Transmission – Broward and Miami-Dade Counties. FGT asked to move natural gas pipeline out of the right-of-way of the Florida Turnpike

*March 2016–Present:* Appraisal for Property Tax Challenge for Universal Studios

*May-July 2016:* Review for case involving the effect of mercaptan on property value for Florida Gas Transmission and Southern Natural Gas.

*January 2014–Present:* Three-county assignment for Florida Southeast Connection. The project involves natural gas pipeline routing and the subsequent taking of easements across Osceola, Polk, and Okeechobee Counties.

*February 2015–May 2016:* Appraisal services to Nestle Waters of America for a property tax challenge at its water-bottling plant in Madison County, Florida.

*Spring 2012–Fall 2013:* Contract with Florida Power and Light to analyze and testify before the Florida Division of Administrative Hearings concerning the effect of high voltage transmission lines on property values.

*Summer 2013–Winter 2014:* Appraised nuclear power plant and accompanying corridors for Duke Energy at its facility in Crystal River, Florida.

*Winter 2013–September 2014:* Analysis and appraisal for the Town of Ponce Inlet in an eminent domain lawsuit following a remand by the 5th DCA of Florida.

*September 2011–2012:* Under contract with FDIC to review various appraisals and reviews for potential litigation involving the mortgage crisis.

*January 2011–2012:* Appraisal services and testifying to defend property tax challenge on various fractured condominiums in Florida.

*September 2010–2012:* Under Contract with Florida Gas Transmission Company to appraise easements for right-of-way across a sixty-parcel project in Miami-Dade County.

*October 2008–May 2012:* Under contract to review the methods employed by various County Property Appraisers involving property tax challenges for a major chain drugstore.

*January 2008–2014:* Contract with Florida Gas Transmission Company to appraise easements for right-of-way across 15 counties in the Florida Panhandle.

*August 2004–September 2006:* Appraisal services to Dollar General Corporation for a property tax challenge at its distribution center in Alachua County, Florida.

*May 2006–2009:* Market analysis for Transwestern Pipeline in three Arizona counties. The analysis concerns 260 miles of pipeline. Construction began in 2007.

*July 2005–Spring 2006:* Appraisal services to Nestle Waters of America for a property tax challenge at its water-bottling plant in Madison County, Florida.

*Spring 2001–October 2004:* Consultant and appraiser for Florida Power and Light. Provided testimony and/or research for tax assessment challenge in Okeechobee County, Florida.



## **SAMPLE of SIGNIFICANT ASSIGNMENTS**

*Summer 2013–Winter 2014:* Appraised nuclear/coal power plant and accompanying corridors for Duke Energy at its facility in Crystal River, Florida.

*December 2003–February 2005:* Appraisal services to Maine Yankee Atomic Power Company for a property tax challenge at its decommissioned nuclear power plant in Wiscasset, Maine.

*Summer 2001–Summer 2002:* Consultant to Florida Department of Revenue. Assisted in rewriting guidelines for elected property appraisers in Florida.

*November 1999–June 2001:* Analysis of over 700 miles of fiber optic easements in a class action lawsuit. Represented a class of 8,000 people.

*February 1999–November 1999:* Valuation of Miami Circle. This case achieved national attention because of the discovery of Tequesta Indian artifacts. I assisted in the eventual settlement of the dispute, which involved Governor Bush and his staff.

## **QUALIFICATIONS OF Robert M. Kissel, MAI**

### **Professional License**

Florida Real Estate Appraisal  
State-Certified General Real Estate Appraiser - RZ2479  
Licensure Date - June 24, 2000

### **Professional Affiliations**

Appraisal Institute – MAI Designation - Member Number 12306  
Designation Date - April 21, 2005

Member of the Appraisal Institute's Florida Gulf Coast Chapter  
Past President - Northwest Florida Chapter 2008

International Right-of-Way Association – Past Member Number 8358  
Right-of-Way/Appraisal Certified (R/W-AC) Designation – July 2002  
International Right-of-Way Association Chapter 77 – Education Chairman 2001-2003

### **Professional Experience**

Appraisal Consultant, Diskin Property Research – February 1997- Present  
Property Manager/Leasing Agent – Ross Realty Group – May 1996 – January 1997  
Property Manager – Trammell Crow Company – March 1995 – April 1996  
Gadsden County Property Appraiser's Office – November 1993 – February 1995

### **Education**

Bachelor of Science Degree in Business/Real Estate, Florida State University - May 1993

### **Continuing Education**

The continuing education requirement for my State of Florida real estate appraiser's license is current. Requirements include 30 hours of classroom education every two years.

I am current on the continuing education program of the Appraisal Institute.

### **Appraisal Institute - Fulfilled MAI Designation Requirements**

Appraisal Institute Course - 510 Advanced Income Capitalization - 40 hours  
Appraisal Institute Course - 520 Highest and Best Use and Market Analysis - 40 hours  
Appraisal Institute Course - 530 Advanced Sales Comparison & Cost Approaches - 40 hours  
Appraisal Institute Course - 540 Report Writing and Valuation Analysis - 40 hours  
Appraisal Institute Course - 550 Advanced Applications - 40 hours

Passed a four-module, 16-hour comprehensive exam

Submitted over 4,500 hours of appraisal experience for review by the Appraisal Institute.

Passed the experience review and interview by the Appraisal Institute.

Passed a review of a demonstration appraisal report.

**Appraising/Consulting Expertise – Selected Examples**

*September 2017* - Appraised two parcels for the East Flagler Mosquito Control District in Flagler County, Florida.

*May 2017* - Assisted in the preparation of a special assessment analysis for a residential subdivision on behalf of the Leon County Board of County Commissioners.

*March 2017 - May 2017* - Assisted in the preparation of a databook and appraisals for Florida Power & Light in St. Johns County, Florida.

*November 2016* - Assisted in the preparation of a databook and appraisals for Florida Power & Light in Baker County, Florida.

*June 2016 – Present* – Assisted in a property tax challenge on behalf of Universal Studios in Orange County, Florida.

*April 2016* - Appraised a commercial and residential parcel for the City of Tallahassee for a future road expansion in Leon County, Florida.

*August - October 2015* - Assisted in the review of 125 appraisals for the Sabal Trail natural gas pipeline project in north Florida.

*January 2014 – 2016* – Assisted in a five-county assignment for Florida Southeast Connection. The project involved a databook and appraisals concerning natural gas pipeline routing and the subsequent taking of easements.

*Summer 2013 – Spring 2014* – Assisted in the preparation of a databook and appraisals for Duke Energy at its facility in Crystal River, Florida.

*July 2013 – Present* – Assisted with appraisals of multiple parcels involving the Lonnbladh Road Widening Project for the City of Tallahassee.

*Winter 2013 – Present* – Assisted in the analysis and appraisal of property for the Town of Ponce Inlet involving an eminent domain lawsuit.

*October 2011 – 2012* – Assisted in the valuation of seven parcels in Miami-Dade County, Florida, for a Florida Gas Transmission Company natural-gas pipeline project.

*October 2010 – 2012* – Assisted in the valuation of 60 parcels in Miami-Dade County, Florida, for a Florida Gas Transmission Company natural-gas pipeline project.

*July 2010 – 2012* - Assisted in the valuation of 25 parcels in Alachua County, Florida, for a Florida Gas Transmission Company natural-gas pipeline project.

*January 2008 - 2013* – Assisting in the valuation of 1,200 parcels in Escambia, Okaloosa, Santa Rosa, Walton, Washington, Bay, Jackson, Liberty, Gadsden, Leon, Jefferson, Madison, Taylor, and Lafayette Counties for the proposed Phase VIII Expansion Project by Florida Gas Transmission Company.