

# 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, February 12, 2019  
3:00 p.m.**

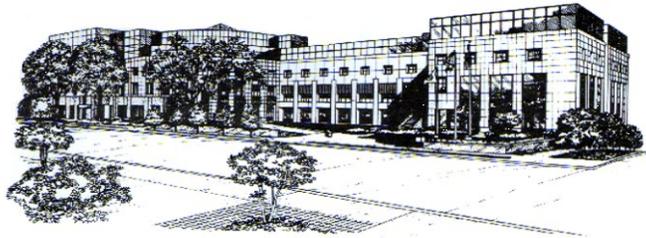
### COUNTY COMMISSIONERS

Jimbo Jackson, Chairman  
District 2

Bryan Desloge, Vice Chair  
District 4

Kristin Dozier  
District 5

Mary Ann Lindley  
At-Large



Nick Maddox  
At-Large

Rick Minor  
District 3

Bill Proctor  
District 1

Vincent S. Long  
County Administrator

Herbert W. A. Thiele  
County Attorney

---

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

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

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

# Board of County Commissioners

Leon County, Florida

## Agenda

Regular Public Meeting

Tuesday, February 12, 2019, 3:00 p.m.

---

### INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Pastor Mike Fordham of Killearn United Methodist Church

Pledge of Allegiance by Commissioner Mary Ann Lindley

### AWARDS AND PRESENTATIONS

- Proclamation Recognizing the Designation of the County's Segment of Orange Avenue to Honor C.K. Steele  
(*Commissioner Maddox*)
- Presentation on an Update on the 2018 Election and Possible Recommendations for 2019 Legislative Priorities for the Supervisor of Elections Office  
(*Supervisor of Elections, Mark Earley*)
- 1. Domi Education Entrepreneurial Community Impact Report for FY 2018  
(*County Administrator/ PLACE/ Office of Economic Vitality*)  
[This item is included under Consent.]

### CONSENT

2. Payment of Bills and Vouchers  
(*County Administrator/ Office of Financial Stewardship/ Office of Management & Budget*)
3. Commissioner Appointment to the Tallahassee-Leon County Commission on the Status of Women and Girls  
(*County Administrator/ County Administration*)
4. Proposed Revision to Policy No. 11-2 "Membership on Boards, Committees, Councils, and Authorities"  
(*County Administrator/ County Administration*)
5. Reject all Bids for Library Card Application Digitization Project  
(*County Administrator/ Office of Financial Stewardship/ Purchasing/ Library Services*)
6. Reject all Bids for Solicitation BC-10-23-18-01, Solar Array Inspection and Cleaning  
(*County Administrator/ Office of Financial Stewardship/ Purchasing/ Office of Resource Stewardship*)
7. Lease Agreement Between Leon County and the Seminole Radio Control Club, Inc. for a Portion of Apalachee Regional Park  
(*County Administrator/ Office of Resource Stewardship/ Parks & Recreation*)
8. Keystone Court Maintenance Map  
(*County Administrator/ County Attorney/ Public Works/ Engineering Services*)

9. Status Update on the Federal Government Shutdown  
*(County Administrator/ County Administration)*
10. Agreement Between Leon County and BMG Money, Inc. for the Loans At Work Program  
*(County Administrator/ Human Resources)*

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

11. Tallahassee-Leon County Board of Adjustment and Appeals 2018 Annual Report  
*(County Administrator/ Development Support & Environmental Management/ Development Services)*

**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. Status Report on the 2019 Florida Legislative Session  
*(County Administrator/ County Administration)*
13. Third Amendment to the Agreement for Solid Waste Management Services  
*(County Administrator/ Office of Financial Stewardship/ Office of Resource Stewardship)*
14. Request for Proposals for the Division of Tourism's Contracted Marketing, Public Relations, and Research Services  
*(County Administrator/ County Administration/ Office of Financial Stewardship/ Purchasing/ Tourism)*
15. Voluntary Annexation Proposal from St. Peter's Anglican Church, Inc., to Annex Property Located at 4742 Thomasville Road  
*(County Administrator/ Development Support & Environmental Management/ Development Services)*
16. Full Board Appointment to the Tourist Development Council  
*(County Administrator/ County Administration)*

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

17. First and Only Public Hearing to Consider an Ordinance Amending Chapter 5, Building and Construction Regulation, to Address the Requirements for Tiny Houses  
*(County Administrator/ County Attorney/ Development Support & Environmental Management)*

18. First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Gaines Street Right-of-Way Encroached Upon by Waterworks Property  
*(County Administrator/ County Attorney/ Office of Financial Stewardship/ Real Estate)*

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

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

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

- Leon County Educational Facilities Authority 2018-2019 Budget, and Financial Statement for years ending September 30, 2017 and 2016 with Report of Independent Auditors
- Capital Region Community Development District Meeting Minutes from September 13, 2018

**ADJOURN**

*The next Regular Board of County Commissioner's meeting is scheduled for  
**Tuesday, February 26, 2019 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 contact 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**  
**2019 Tentative Meeting Schedule**

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting</b>
<b>January 22</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 12</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 26</b>	Tuesday	1:00 p.m.	<i>Joint Workshop Comp Plan Amendments</i>
<b>February 26</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>March 12</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>March 12</b>	Tuesday	6:00 p.m.	<i>Transmittal Hearing on 2019 Cycle Comp Plan Amendments</i>
<b>April 9</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 23</b>	Tuesday	9:00 a.m.	<i>Budget Policy Workshop</i>
<b>April 23</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 14</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 14</b>	Tuesday	6:00 p.m.	<i>Adoption Hearing on 2019 Cycle Comp Plan Amendments</i>
<b>May 28</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>June 18</b>	Tuesday	9:00 a.m.	<i>Budget Workshop</i>
<b>June 18</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>July 9</b>	Tuesday	9:00 a.m.	<i>Budget Workshop (if necessary)</i>
<b>July 9</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September <del>10</del> 17</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September <del>10</del> 17</b>	Tuesday	6:00 p.m.	<i>First Public Hearing on Tentative Millage Rate and Budgets</i>
<b>September 24</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 24</b>	Tuesday	6:00 p.m.	<i>Second Public Hearing on Final Millage Rate and Final Budgets</i>
<b>October 15</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>October 29</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>November 12</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>December 10</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b><del>December 9</del> January 27</b>	Monday	9:00 a.m.	Board Retreat

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2019 Tentative Meeting Schedule**

*All Workshops, Meetings, and Public Hearing are subject to change.*

**2019**

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

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

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

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

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

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

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

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

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

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

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

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

## PUBLIC NOTICE

### Leon County Board of County Commissioners 2019 Tentative Meeting Schedule

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

Month	Day	Time	Meeting Type
<b>January 2019</b>	<b>Tuesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<i>Monday 7 – Tuesday 8</i>		<i>FAC New Commissioner Workshop Alachua County; Gainesville, FL</i>
	<b>Tuesday 8</b>	<b>No meeting</b>	<b>BOARD RECESS</b>
	<i>Thursday 10 &amp; Friday 11</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 15	1:30 p.m. <i>Cancelled</i>	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
	<b>Monday 21</b>	<b>Offices Closed</b>	<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule
<hr/>			
<b>February 2019</b>	Friday 1	2:00 p.m.	Leon County Legislative Delegation Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 12	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 an Ordinance Amending Chapter 5, Building and Construction Regulation, to Address the Requirements for Tiny Houses
		6:00 p.m.	First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Gaines Street Right-of-Way Encroached Upon by Waterworks Property
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 26	1:00 p.m.	Joint City/County Workshop on the 2019 Cycle Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 28	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
<hr/>			
<b>March 2019</b>	<i>Saturday 2 – Wednesday 6</i>		<i>NACO Legislative Conference Washington, DC</i>
	Tuesday 12	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 2019 Comprehensive Plan Amendments
		6:00 p.m.	First and Only Public Hearing to Consider an Amendment to the Southwood Integrated Development Order
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers

Month	Day	Time	Meeting Type
<b>March 2019</b> (cont.)	<i>Wednesday 27</i>	7:30 a.m. – 7:00 p.m.	<i>FAC Legislative Day Challenger Learning Center, Tallahassee, FL</i>
	Friday 29	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<hr/>			
<b>April 2019</b>	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<i>Thursday 11 &amp; Friday 12</i>	<i>Seminar 3 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 16	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 23	9:00 a.m.	Budget Policy Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<hr/>			
<b>May 2019</b>	Tuesday 14	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 Cycle 2019 Comprehensive Plan Amendments
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 27</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<hr/>			
<b>June 2019</b>	<i>Tuesday 11 - Friday 14</i>		<i>FAC Annual Conference &amp; Educational Exposition Orange County; Orlando, FL</i>
	Monday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 18	9:00 a.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 27	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
<hr/>			
<b>July 2019</b>	<b>Thursday 4</b>	<b>Offices Closed</b>	<b>INDEPENDENCE DAY</b>
	Tuesday 9	9:00 a.m.	Budget Workshop (if necessary)
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<i>Thursday 11 - Monday 15</i>		<i>NACo Annual Conference Clark County; Las Vegas, Nevada</i>
	<b>Tuesday 23</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<i>Wednesday 24 – Saturday 27</i>		<i>National Urban League Annual Conference Indianapolis, Indiana</i>
<hr/>			
<b>August 2019</b>	<i>Friday 16 - Sunday 18</i>		<i>Chamber of Commerce Annual Conference Amelia Island, FL</i>
	<hr/>		
<b>September 2019</b>	<b>Monday 2</b>	<b>Offices Closed</b>	<b>LABOR DAY</b>
	Thursday 5	5:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 4-7 10 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers

Month	Day	Time	Meeting Type
September 2019	<del>Tuesday 10</del> 17**	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 19/20*
	Tuesday 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 19/20*
	<u>Wednesday 25 – Thursday 26</u>		<i>FAC Innovation Policy Conference Bay County; Panama City Beach, FL</i>
	<i>TBD (typically mid-September)</i>		<i>Congressional Black Caucus Annual Legislative Conference TBD</i>
<i>* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.</i>			
<hr/>			
October 2019	Monday 14	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 15	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<i>Sunday 20 – Wednesday 23</i>		<i>ICMA Annual Conference Nashville, TN</i>
	Tuesday 29	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<hr/>			
November 2019	<b>Monday 11</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<u>Wednesday 20 – Friday 22</u>	<i>(tentative date)</i>	<i>FAC Legislative Conference Broward County; Fort Lauderdale, FL</i>
	<b>Thursday 28</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 29</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
<hr/>			
December 2019	<del>Monday 9</del> <u>Rescheduled to January 27</u>	<del>9:00 a.m. – 4:00 p.m.</del>	<del>Board Retreat TBD</del>
	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 12	3:00 – 5:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Wednesday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
<hr/>			
January 2020	<b>Wednesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 7</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<u>Monday 27</u>	<u>9:00 a.m.- 4:00 p.m.</u>	<u>Board Retreat – Location TBD</u>

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

### **Current and Upcoming Vacancies**

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

#### **CURRENT VACANCIES**

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

Board of County Commissioners (1 appointment)

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

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

#### **UPCOMING TERM EXPIRATIONS**

##### **MARCH 31, 2019**

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

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

##### **APRIL 30, 2019**

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

Board of County Commissioners (2 appointments)

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

Board of County Commissioners (2 appointments)

##### **Value Adjustment Board**

Board of County Commissioners (1 appointment)

##### **MAY 31, 2019**

##### **Advisory Committee on Quality Growth**

Board of County Commissioners (7 appointments)

##### **JUNE 30, 2019**

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

Board of County Commissioners (2 appointments)

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

Board of County Commissioners (2 appointments)

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

Board of County Commissioners (2 appointments)

**JUNE 30, 2019 (cont.)**

**Planning Commission**

Board of County Commissioners (1 appointment)

**JULY 31, 2019**

**Investment Oversight Committee**

Board of County Commissioners (2 appointments)

**Leon County Educational Facilities Authority**

Board of County Commissioners (2 appointments)

**Water Resources Committee**

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

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

Commissioner - District III: Minor, Rick (1 appointment)

**SEPTEMBER 30, 2019**

**Council on Culture & Arts**

Board of County Commissioners (3 appointments)

**Housing Finance Authority of Leon County**

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

**Science Advisory Committee**

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

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

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

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

Board of County Commissioners (3 appointments)

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

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

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

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

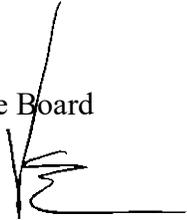
**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Agenda Item #1

February 12, 2019

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator   
**Title:** Domi Education Entrepreneurial Community Impact Report for FY 2018

---

<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, Planning, Land Management, and Community Enhancement (PLACE)
<b>Lead Staff/ Project Team:</b>	Cristina Paredes, Director, Tallahassee-Leon County Office of Economic Vitality

### **Statement of Issue:**

This agenda item seeks Board acceptance of Domi's FY 2018 Annual Report for its continued investment in the entrepreneurial ecosystem.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the Domi Education Entrepreneurial Community Impact Report for FY 2018 (Attachment #1).

## Report and Discussion

### **Background:**

This 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.*

Per its agreement with the County, Domi has submitted its annual report for FY 2018 (Attachment #1). As requested by the Board during the September 24, 2018 meeting, the Executive Director of Domi will provide a presentation which will include an overview of the annual report detailing Domi's initiatives, partnerships, and local impacts over the past fiscal year.

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.

### **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.

Since Domi formed as a 501(c)3 in 2013, Leon County has directly invested \$325,000 to support the development of the incubator and coworking space, including \$250,000 in improvements to the County-owned warehouse facility and \$75,000 allocated over three fiscal years to fund the extension, installation, and ongoing service of high-speed fiber. Domi has leveraged the County's investment through operational income, partnerships with local higher education institutions and grants. As a direct result of this partnership and investment by the County, Domi has served over 130 start-ups in our incubation programs, hosted or organized 600+ events, and worked with companies that have gone on to raise close to \$6 million in investment since start-up.

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 and 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. In 2017 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:

- Regional leader in start-up support and entrepreneurial activity.
- Increase the amount of start-up support available to minority and disadvantaged populations.
- Provide a voice to regional start-up activity through promotion, marketing, and outreach.
- 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.*

In its four 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.
- DivvyUp Socks has grown from two FSU students and a Domi member into a successful specialty-gift operation that has started an exponential growth path in both revenues and staff.

### 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).

For the October 1, 2017 through September 30, 2018 reporting period, Domi reported the following impact in the community and engagement with entrepreneurs:

- 123 active coworking members
- 33 companies were engaged through the incubation program
- 150+ community events, with approximately 4,000 attendees, were hosted or organized at Domi Station.

Domi reports an economic impact of 46 FTEs, over \$4 million in yearly revenue to its companies, and over \$2 million in capital investment in FY 2018. Domi is currently working to develop an interactive dashboard on the economic impact of our coworking programs both as a source of company founders, employees, and subcontractors as well as a soft-landing platform for established entrepreneurs and companies moving to Tallahassee.

### 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 is used in over 100 locations across the US.

**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.

### 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 provided funding for high-speed internet at the incubator through FY 2018. 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.

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.

As part of the agreement outlining the public-private partnership with the County, 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 October 2017 to September 2018, Domi Station organized or hosted over 150 events, with over 4,000 attendees, including weekly, monthly, and annual events. Regular, recurring events include series like Startup Grind, Podcast Parties, First Friday Happy Hour, Community Lunch, Women Wednesdays, and Domi Meetups in Cyber Security, Hospitality, & More.

During that same time, Domi Station participated in, organized, or hosted events in partnership with the Tallahassee-Leon County Office of Economic Vitality, including:

- The 8<sup>th</sup> Americas Competitiveness Exchange (ACE 8) on Innovation and Entrepreneurship
- Economic Vitality Info Session
- Blueprint Skateable Art Park
- 8 80 Coal Chute Pond Workshop

### 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 the Domi Education Entrepreneurial Community Impact Report for FY 2018 (Attachment #1).
2. Do not accept the Domi Education Entrepreneurial Community Impact Report for FY 2018
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Domi Education Entrepreneurial Community Impact Report for FY 2018



# Entrepreneurial Community Impact Report

Reporting Period: October 2017 – September 2018

## 1. Overview

Domi has followed a path very similar to that of the startups we serve: first, a group of individuals and organizations came together through the auspicious support of Leon County to craft a vision for to give startups a home. Together, we have built a very successful prototype where we have been able to validate that there is a growing market of entrepreneurs that need to be served. We have launched and grown a variety of programs, and we have a lot to show for with a very modest investment and a great deal of effort from staff and volunteers that want to see our metro area become the home of a thriving entrepreneurial ecosystem.

This brief provides a summary of our activities in the past twelve months as well as a summary of our impact. This is the foundation from where we see a new vision, one of growth and scale to increase our impact by providing the support and resources our entrepreneurs need to move ideas, innovation, and research into products, services, and viable companies, and, ultimately, jobs and wealth for our community.

## Background

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 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.

Since inception, Domi has served over 130 startups in our incubation programs, hosted or organized 600+ events, and worked with companies that have gone on to raise close to \$6 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 7,000 SF urban warehouse, the extension and finance of fiber to the facility for 3 years –these 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 \$325,000, including \$250,000 towards improvements to the County-owned warehouse facility, and \$75,000 over three years (FY 16, 17, and 18), to pay for the extension, installation, and ongoing service of high-speed fiber. We have leveraged this investment through operational income, partnerships with our local Higher Education Institutions and Grants. During this report’s cycle, Domi generated \$475,000 of income, excluding the FY 2018 contribution by the county to the high-speed fiber.

**Domi Operating Budget by Source, 2014-2018**

Source	2014	2015	2016	2017	2018
Coworking	\$25,000	\$70,000	\$70,000	\$72,000	\$81,000
I/O Avenue					\$82,000
Private Sponsors	\$75,000	\$85,000	\$115,000	\$110,000	\$140,000
Grants	\$25,000	\$50,000	\$25,000	-	\$35,000
FSU	\$100,000	\$100,000	\$75,000	\$27,500	\$25,000
FAMU	-	\$40,000	\$70,000	\$125,000	\$112,000
TCC	-	-	\$10,000	-	
Leon County	-	-	\$25,000	\$25,000	\$25,000
<b>Total</b>	<b>\$225,000</b>	<b>\$345,000</b>	<b>\$390,000</b>	<b>\$396,000</b>	<b>\$500,000</b>

### TEAM



**+ ANTONIO MONTAYA**  
Executive Director



**+ SABRINA TORRES**  
Director of Community



**+ MATTHEW JOHNSON**  
Director of Development



**+ RYAN KOPINSKY**  
Director of Innovation

### BOARD

David Lawson  
NewSci (Co-founder)  
**CHAIR**

Jake Kiker  
WG LAW (Co-Founder)  
**VICE CHAIR**

Christic Henry  
Kingdom First Realty  
**SECRETARY**

David White  
CRI  
**TREASURER**

Yuh-Mei Hutt  
Golden Lighting  
**DIRECTOR**

Micah Widen  
Groundswell (Co-founder)  
**DIRECTOR**

Reis Alsberry  
Florida A&M University  
**DIRECTOR**



## 2. Summary of Domi Programs' Impact in this Reporting Period

For this reporting period (October 2017 – September 2018), Domi made significant strides towards measuring our impact in a more systematic and consistent way. We have implemented a central database and regular, formal checkups with our members. The summary below shows the impact of our activity this year.

### **COWORKING**

- 123** Active coworking members
  - 56** Entrepreneurs
  - 51** Staffers (interns and paid)
  - 16** Independent workers
- 24** Students involved at Domi

### **COMMUNITY ENGAGEMENT**

- 150+** Events per year
- ~4,000** Attendees to events per year

### **INCUBATION**

- 33** Companies
  - 2** Legacy companies
  - 21** Get Started participants and alumni
  - 6** engaged in Scale-Up Pilot
  - 3** Softlanding
  - 1** moved away over the Summer

### **REPORTED ECONOMIC IMPACT**

- 46** FTEs (projected to grow 50% by end of CY 2018)
- \$4M+** Yearly Revenue (projected to 3X by end of CY 2018)
- \$2M+** Investment capital deployed

Our goal for next year is to develop an interactive dashboard on Tableau which will be updated directly from our database. We are also planning to include additional data on the economic impact of our coworking programs both as a source of company founders, employees, and subcontractors as well as a soft-landing platform for established entrepreneurs and companies moving to Tallahassee.



### 3. Incubation

During 2018 Domi has seen an influx of companies and entrepreneurs moving to the Tallahassee area and looking for a coworking space as a way to cost-effectively open their operations in the community and connect with the existing tech and entrepreneurial ecosystem. In addition, we have increased retention in our incubation programs both through our mentoring after the 12-week educational program and through early-stage companies coming from other incubation programs looking for additional support as they go through their initial growth and launch struggles.

**Incubation Engagement Summary 2018**

<b>Member Companies</b>	<b>2014</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>Total</b>
Legacy	2				2
Get Started			6	15	21
Scale Up				6	6
Softlanding			1	2	3
Relocated away		1			1
<b>TOTAL</b>	<b>2</b>	<b>1</b>	<b>8</b>	<b>22</b>	<b>33</b>

#### Get Started

During this reporting period, we offered two cohorts our Get Started incubation program that includes a 12-week facilitated entrepreneurship curriculum and 3 months of on-site incubation at Domi. The program attracted 15 startups and leveraged the CO.STARTERS curriculum, a nationally recognized entrepreneurship education and startup community building methodology that originated in Chattanooga, TN and is used in over 100 locations across the US.

There were 21 startups active in the Get Started program during the reporting period (see the following table).



### Active Incubator Companies 2018

Notable Startups	Program	Intake	Stage	Notes
Footy	Get Started	2017	Startup	Continued development of its Mobile App
Woven Futures	Get Started	2017	Startup	Received several awards and joined the Future Founders Fellowship program
Passports Tatted	Get Started	2017	Startup	
Melting Mountains	Get Started	2017	Prototype	
Innovatech	Get Started	2017	Startup	
Linus Industries	Get Started	2018	Prototype	Continuing to develop prototypes and seeking a beachhead market for their products
Minas Hospitality	Get Started	2018	Startup	Pivoted from restaurant to personal chef
Comma	Get Started	2018	Startup	
Moda Travel	Get Started	2018	Startup	Looking for a technical co-founder
Gleauxx	Get Started	2018	Prototype	
GenY	Get Started	2018	Prototype	
Rock Your Locks	Get Started	2018	Startup	Operating
Gifts for Confidence	Get Started	2018	Prototype	
Level UP Indoor Soccer	Get Started	2018	Validation	
Digital Stub	Get Started	2018	Validation	
Tisk Task	Get Started	2018	Validation	
A Creative Station	Get Started	2018	Validation	
The Skin Network	Get Started	2018	Validation	
Hopeful Kreations	Get Started	2018	Validation	
Social Safe	Get Started	2018	Prototype	Won MuniMod competition

### Testimonials

“Get Started curriculum and mentor access helped me to develop a business plan and a website for my business. Events at Domi are connecting me with other entrepreneurs and I am starting to network with people that can fill my own skills gap.”

*Amy Beaven - Moda Travel*



## Scale Up

Based on input from our members and incoming entrepreneurs we have embarked on a more traditional incubation program for companies that are beyond the start-up stage. We have accepting applicants on a beta program which pairs entrepreneurs with our more experienced mentors in order to help early-stage companies achieve specific milestones during a 6-month period.

### Scale Up Case Study: DivvyUp Socks

Custom sock company DivvyUp was founded by student entrepreneurs in 2014 with the mission to sustainably provide socks to those in need. DivvyUp founders were student coworkers at Domi where they met.

Taking full advantage of Domi's educational resources, mentors and connections, DivvyUp morphed from a Social Entrepreneurship class project into a startup. After pivoting their business model several times, DivvyUp hit an untapped market in 2017 growing exponentially in Tallahassee from 2 to 23 FTEs today, selling over 175,000 pairs of socks worldwide and gifting another 175,000. The company is projecting over \$8 million in revenue in 2018 and is currently moving to a renovated 17,000 sqft facility on Capital Circle.

Divvy Up founders came back to Domi in 2018 seeking advice on how to manage this rapid growth. DivvyUp clearly demonstrates the success that is possible by playing the long game. Domi's vision is to make this model repeatable while leveraging the entrepreneurial acumen gained by the founders and mentors involved to create many more success stories like DivvyUp.

### Testimonials

"It's awesome to know Domi has our backs and an open door whenever help is needed!"

*Jason McIntosh - DivvyUp Socks*

## 4. Events and Awareness

Domi hosts over 150 events open to the public every year. Our recurring events reach out to almost 4,000 attendees per year, spreading the message of entrepreneurship and innovation in the Tallahassee Metro area.



### Consolidated Event Summary 2018

Project	Frequency	Count	Average Attendees	Yearly Impact
Women Wednesdays	Weekly	50	37	1,850
Design Week Tallahassee	Annual	1	75	75
Startup Week Tallahassee	Annual	1	80	80
First Fridays (Happy Hour)	Monthly	12	20	240
NPR Listening Parties	Bi-Annual	2	47	94
Startup Grind	Monthly	10	25	250
IAGA Workshops	Quarterly	4	30	120
FSU Presidential Scholar Visit	Bi-Annual	2	47	94
FSU Social Entrepreneurship Debrief	Bi-Annual	2	20	40
FAMU Communications Class Visit	Bi-Annual	1	30	30
Leadership Tallahassee	Annual	1	40	40
Bitcoin Meetup	Quarterly	4	25	100
.NET Meetup	Quarterly	4	10	40
Ollie	Weekly	16	10	160
1Million Cups	Weekly	9	5	45
Awesome Foundation	Monthly	10	11	110
STEM for Girls	Monthly	10	6	60
Distinguished Young Ladies Summer Camp	Weekends	4	12	48
Java Meetup	Bi-Annual	2	10	20
Worst Startup Idea Workshop	Annual	1	10	10
Game Development Meetup	Annual	1	15	15
Blueprint Workshops	Bi-Annual	2	40	80
Tally Job Hop	Bi-Annual	2	40	80
FAMUly Dinner	Annual	1	60	60
FAMU Living Learning Community Student Visit	Annual	3	40	120
Club Downunder General Body Meeting	Annual	1	55	55
Member Talks	Quarterly	4	20	80
<b>TOTALS</b>		<b>160</b>	<b>30</b>	<b>3,996</b>



**Events with Local Economic Development Support Organizations**

Event/Project	Participation
Startup Week 2017	Hosted Listening Party and Promoted all Events
InNOLEvation Challenge	Served as Judges and Provided a Prize for the winner
1 Million Cups	Hosted 1 Million Cups Wednesday mornings in partnership with the Jim Moran School

**Open Houses**

Event/Project	Notes
Domi 4th Year Anniversary	Divvy Up, One Fresh Pillow, Swell Coin, and BEZGraphix Presented
Working Class Wednesdays	Hosted twice with approximately 20 companies presenting

**Private Activities**

Event/Project	Notes
Economic Vitality Info Session	Member companies attended this event
Blueprint Skateable Art Park	Community members attended this event
8 80 Coal Chute Pond Workshop	Member and non-members attended this event

## 5. Coworking

Coworking as the main engagement tool for Domi. Engagement leads to Networks, Networks lead to Startup Formation and other types of Economic Impact (like jobs). Our coworking activity continues to increase steadily. We continue to add members and need to optimize our current space for better utilization.



### Coworking Membership Breakdown 2018

	Soft Landing	Students	Other	Total
Entrepreneurs	3	5	48	56
Employees	N/A	17	41	58
Interns	N/A	10	N/A	10
Remote/Freelance	7	N/A	13	20

All our offices have been occupied since April 2018. When members leave we will have a new occupant within the month. We also have seen new startups emerge from existing members and former employees from Domi alumni.

Noteworthy Startups	Staff	Interns	Total	Students
LoftSmart	3	N/A	3	N/A
Sustainable Tallahassee	2	6	8	6
CuttleSoft	3	N/A	3	N/A
Hair on Earth	2	N/A	2	N/A
Courtney & Jeff	2	N/A	2	N/A
NewSci	5	N/A	5	N/A
Prometheus Systems	1	N/A	1	N/A
Swellcoin	1	N/A	1	N/A
Innovative Management Services	9	N/A	9	2
The Editor Garden	2	N/A	2	N/A
Slash Pine Tech	2	N/A	2	N/A
Dia Tech	4	N/A	4	3
Woven Futures	1	2	3	2
The Workmans	2	N/A	2	N/A
ACT house	4	N/A	4	N/A
ACT house Fellows	3	N/A	3	3
Paper Fairy	2	N/A	2	2
<b>Totals</b>	<b>48</b>	<b>8</b>	<b>56</b>	<b>18</b>

### Testimonials

“LoftSmart is extremely thankful to be one of the Domi Station’s Member organizations - it has given the team and myself a place to work and collaborate like we’ve never had before. Not only does it provide flexible and cost-effective options for small businesses with BIG dreams, but it has also allowed us to come together as a team and accomplish our goals in ways that other co-working spaces have not. I credit the greatness of Domi Station to the



dedicated and passionate people that open its doors each day - giving the organization its charm and setting it apart.”

*Kyle Suttles - LoftSmart*

“Sustainable Tallahassee has been fortunate to maintain our office at Domi Station for the past six months. The sense of community is prevalent at Domi and we felt welcome from our initial visit. Locating our office at Domi has allowed us to increase our involvement in the Tallahassee and Leon County business sector as we promote sustainable choices. An additional benefit of our presence at Domi is the credibility and awareness it brought to our mission and programs, The brand created by Domi is well known and respected locally. Thank you, Domi for allowing Sustainable Tallahassee to be part of your vibrant community.”

*Jim Davis - Sustainable Tallahassee*

## Business Formation – The Domi Network Effect

As previously discussed, our coworking community is fertile ground for new startups and jobs. Our coworking community enables members to “date” with other potential funders, contractors, and employees leading to healthy business activity. Domi programs and events allow new members to join the community and daily interaction allows members to get to know each other and generate the trust needed to initiate formal engagements. The example below illustrates this dynamic.

**Meaghan Rillst** is a Domi Member who participated in I/O Academy. When she joined I/O, Meaghan was working as a waitress as her main source of income. After finishing I/O she joined Domi as a coworker where she met Russ, a freelance software developer who has been a part of the Domi community for 3+ years.

**Russ Forstall** started working at Domi as a software developer for **Swellcoin**, a Domi startup. What started as a side-gig for Russ became his full-time startup, **Slash Pine Tech**, in January of 2018. Russ started mentoring Meaghan after she finished I/O in August, in September Russ hired Meaghan as his first employee. Russ and Meaghan will take-up one of the small offices at Domi in mid-November.

## Testimonial

“Domi Station has been an answer to my prayers. How I got introduced to Domi is a whole different story within itself. But what I want to point out is Domi was the oasis I needed a little over a year ago. For two years prior, I worked from home and didn't get much social interaction. Ever since I've joined, I've been blessed with a number of great co-workers, access to subject matter experts and front row seating to amazing panels and workshops.



Domi Station is definitely a breath of fresh air for remote workers and community members. I attest to that.”

*Catherine St Vile - **ACT House***

## Emerging Economic Impact Effects

As our community grows, Domi is transitioning from being the “front door” to a “landing pad” for entrepreneurs, freelancers, newcomers, and remote workers looking for community, opportunities, and growth. We are looking at ways to capture this impact as we believe this new role is even more important as new programs from the Jim Moran School, Innovation Park, and TCC/Spark.

Particularly interesting has been the influx of entrepreneurs and remote workers relocating to Tallahassee. Most of these newcomers are trailing spouses, and work for companies such as Microsoft and Salesforce. These members chose Domi because it gives them a setting that replicates in many ways the spaces they use when they are at their employer facilities.

Other emerging segment of members includes entrepreneurs that have relocated to the area as trailing spouses and even some that are looking to escape the high-cost and congestion of tech hubs such as San Francisco and New York City. These individuals need a base of operation where they can continue to work on their business while connecting with local resources and peers. This influx of new members is not only due to Domi having similar resources and amenities to the places they are coming from, but also a similar culture and a community of peers where innovation and entrepreneurship are valued.

## Testimonials

"As a newcomer to Tallahassee and someone that works from home, Domi not only provided me with a physical workspace but more importantly the staff made a concerted effort to connect me with people and resources in this community, which really helped me in my transition."

*Eli - **Trailing Spouse***

“When my wife and I moved from Chicago to Tallahassee to be closer to her family, I wasn't totally sure how I would manage life in a new city with the same job, now working remotely. Domi gave me not only the physical space to work from, but more importantly, a community of hard-working friendly faces that made me feel truly welcomed.”

*Mark Newell - **Salesforce***



## Student Engagement

Domi continues to be a welcoming space for students with an interest in entrepreneurship and innovation. The shifting landscape in the growing Tallahassee startup ecosystem has allowed Domi to grow in its role as part of a healthy pipeline of entrepreneurial and innovator talent that is being developed inside the Universities.

Domi continues to be a great resource for basic entrepreneurial education through the Get Started program, which fills the gaps in the current educational offers at FSU and FAMU, but more importantly is becoming an opportunity for the students to have real-world experience as interns and employees at our startups. Moreover, Domi has become a landing-pad for student entrepreneurs graduating from the universities making Tallahassee a viable option to continue developing their startups right here in Leon County.

## Testimonials

"Domi helped immensely, specifically in the three main areas...

1. Providing a space for us to operate our business: Having a space is always important for cultivating a business, yet Domi provided us so much more than just space. We were able to be surrounded by a community that fostered our growth, inspired us to work harder, and gave us connections that furthered our business' development.
2. Assistance with reviewing and negotiating VC investment: The past month has brought forth an opportunity for our company to secure dilutive investment from VC's. Numerous offers have been presented to us, and thankfully advisors within Domi's domain offered help to review these term sheets and help us make the right decisions.
3. Legal connections: As a young company, we are still seeking proper legal counsel to represent us. Thankfully, Domi has offered numerous options for law firms that could represent us in contractual reviews and patent work."

*John Wilcox - Dia-Tech*

"What started off as a summer marketing internship turned into something much greater. Being at Domi Station has exposed me to a network of talented individuals and immersed me into a great entrepreneurial community. I learned about what goes on behind the scenes of a start-up and the creative minds that fuel these ideas.

Additionally, working with someone who took a similar path to what I am currently doing (pursing Advertising at FSU) has been tremendously helpful. Sabrina Torres, the Director of Community at Domi Station, has been an amazing mentor, always pushing me to build on my ideas, improve my writing, and explore new paths.



Domi Station has become a second home for me. The work I've done has prepared me for the work I plan to do and it excites me for my future possibilities.”

*Maria Vasquez – FSU Student*

## 6. I/O Avenue Code Academy

Created in partnership with Florida A&M University and the Office of the Mayor, I/O Avenue is a digital academy offering courses in web and software development. We have completed 3 cohorts up to this point serving 48 students in the introductory On-Ramp program and 27 students in the advanced Highway program. The Highway program has evolved from a 12-week technical program to a more comprehensive workforce development initiative in partnership with local employers through a structured recruitment processing that identifies candidates with the right mindset and potential to meet the desired profiles by the employers.

Our greatest achievement this year was to successfully demonstrate to employers that our Highway graduates make great junior-level software developers. Prior to I/O Avenue, most local employers preferred a more traditional candidate when looking for technical talent. Now we have a growing pool of employers that are considering candidates that have followed an alternative education path but that are committed to staying in Tallahassee for the long run.

Running the first cycle of the Code Academy gave the Domi team the opportunity to test an initial operating model and process. We are taking the lessons learned and evaluating alternatives to ensure we have a sustainable business operation for this initiative moving forward.

### Case Study

**Paul Consulting Group** hired **Terrance Robinson** (Spring 2018 cohort) for a full-time software development position as a developer apprentice, a new role created for him. Terrance was offered the position one month after graduating from our Highway program and is currently working full time at **PCG**. Prior to I/O Terrance worked as a chef at a local restaurant.

### Testimonial

“I owe everything to Domi Station, from my introduction and education to programming through the I/O Avenue program to providing a community where I could grow and meet other programmers which lead me to a full-time job as a programmer with a connection I made while working at Domi!”



*Meaghan Rillstone - Developer*

## 7. Community Partners

Domi's list of partners and collaborators continues to grow. We work closely with Florida A&M, Florida State University, and Leon County. We have also engaged with a variety of local and national organizations such as the Office of the Mayor, Tallahassee Community College, Tallahassee Chamber of Commerce, Florida League of Cities, Thurgood Marshall College Fund, Frenchtown Heritage Hub, and the Florida Institute for the Commercialization of Public Research to deliver joint programs for entrepreneurs and innovators.

We continue our partnership with the Florida State University College of Law ("FSU COL") in our joint legal externship program. Also at FSU, we are working in expanding programmatic partnerships with the Jim Moran School of Entrepreneurship and the Innovation Hub, both of which have opened to the public brand new facilities.

### Supporting Partners





## 8. Next Steps

### Domi 10X

At Domi's anniversary in August, we launched Domi 10x, our vision for the future.

Since launching nearly five years ago, Domi has followed a path very similar to that of a startup. First, we had an idea, a vision to become a catalyst for entrepreneurship in Tallahassee. Next, we built the prototype—Domi Station—and continuously improved upon it, validating our market and our programs until we had a winning product. Now that we've seen the incredible impact we've had it's time to scale up.

Based on our operational history we know we can make a significant vision if we can grow our community and impact. Right now we are limited by our space and operational income, similar organizations in other locations operate out of much larger spaces and have yearly budgets anywhere between 200% to 300% our current budget. Nonetheless, Domi's impact is comparable to many of those same organizations (20-30 organizations under incubation at any given time). Our unique and proven model –combining coworking and incubation. allows us to expect to significantly grow our impact with substantially less space while becoming fully sustainable in the process.

We have engaged with community partners NAI/Talcor, AWL, OEV, and others to develop a business model that will allow Domi to increase our annual impact tenfold in the next 20 years.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

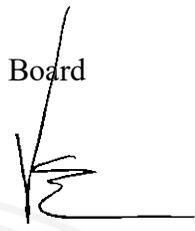
## Agenda Item #2

February 12, 2019

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

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

**Title:** Payment of Bills and Vouchers



---

---

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

### **Statement of Issue:**

This agenda item requests Board approval of the payment of bills and vouchers submitted February 12, 2019 and pre-approval of payment of bills and vouchers for the period of February 13, 2019 through February 25, 2019.

### **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 February 12, 2019 and pre-approve the payment of bills and vouchers for the period of February 13, 2019 through February 25, 2019.

## **Report and Discussion**

### **Background:**

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the February 12<sup>th</sup> meeting, the morning of Monday, February 11, 2019. 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 February 26, 2019, it is advisable for the Board to pre-approve payment of the County's bills for February 13, 2019 through February 25, 2019 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 February 12, 2019 and pre-approve the payment of bills and vouchers for the period of February 13, 2019 through February 25, 2019.
2. Do not approve the payment of bills and vouchers submitted for February 12, 2019, and do not pre-approve the payment of bills and vouchers for the period of February 13, 2019 through February 25, 2019.
3. Board direction.

### **Recommendation:**

Option #1

**Leon County  
Board of County Commissioners**

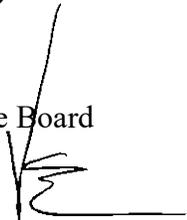
**Notes for Agenda Item #3**

# Leon County Board of County Commissioners

## Agenda Item #3

February 12, 2019

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

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

**Title:** Commissioner Appointment to the Tallahassee-Leon County Commission on the Status of Women and Girls

<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 ratification of the appointment of a citizen to the Tallahassee-Leon County Commission on the Status of Women and Girls made by Commissioner Nick Maddox.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Ratify Commissioner Maddox's appointment of a citizen, Carla Laroche, to the Tallahassee-Leon County Commission on the Status of Women and Girls for the remainder of the unexpired term, ending September 30, 2019.

## Report and Discussion

### **Background:**

Pursuant to Policy No. 03-15, “Board-Appointed Citizen Committees”, a consent item is presented to fill vacancies for individual Commissioner appointment of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **Tallahassee-Leon County Commission on the Status of Women & Girls (CSWG)**

**Purpose:** CSWG provides input and recommendations on approaches with which to address issues affecting the women and girls in Tallahassee and Leon County. The Committee's goal is promoting awareness on issues that affect women and girls in the community, including but not limited to discrimination, disparate experiences of diverse women and girls, employment, education, services, health, economic security, access to justice, freedom from violence and more.

**Composition:** The CSWG has twenty-one (21) members:

- Seven (7) members appointed by the Board of County Commissioners with each County Commissioner having one appointment;
- seven (7) members appointed by the City Commission; and
- seven (7) members appointed by the CSWG and ratified by the County Board of Commissioners and the City Commission.

Members serve two-year terms, expiring September 30. Members can serve no more than three terms, including a partial initial term if applicable.

**Vacancies:** Board appointed CSWG member, Kelly Otte has resigned (Attachment #1). Her term was due to expire on September 30, 2019. Commissioner Nick Maddox has reviewed the applications of the eligible applicants and has selected the applicant as listed in Table #1.

*Table #1. Commission on the Status of Women & Girls - Individual Commissioner Appointments*

<b>Vacancies: Term expire 9/30/2019</b>	<b>Appointed by Commissioner:</b>	<b>Application #</b>	<b>Applicant Appointed:</b>	<b>Recommended Action</b>
Kelly Otte <i>Resigned</i>	Maddox	2.	Carla Laroche	Full Board to ratify Commissioner Maddox’s appointment of a citizen for the remainder of the unexpired term ending on 9/30/2019.

Title: Commissioner Appointment to the Tallahassee-Leon County Commission on the Status of Women and Girls

February 12, 2019

Page 3

---

**Options:**

1. Ratify Commissioner Maddox's appointment of a citizen, Carla Laroche, to the Tallahassee-Leon County Commission on the Status of Women and Girls, for the remainder of the unexpired term ending September 30, 2019.
2. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Otte resignation email
2. Laroche application and resume

**From:** [Trey Foerster](#)  
**To:** [Mary Smach](#)  
**Subject:** Fwd: Resignation.  
**Date:** Wednesday, January 16, 2019 9:44:37 AM

---

## Kelly Otte's resignation.

--

Trey Foerster

Staff **Liaison** to the Tallahassee/Leon County Commission on the Status of Women and Girls



*Improving the lives of women and girls through celebration and support.*

### Looking forward to staying in touch!

cswgstaff@TheOasisCenter.net ~ [850-222-2747](tel:850-222-2747) ~ [www.TheOasisCenter.net](http://www.TheOasisCenter.net)  
317 E. Call St. Tallahassee, FL 32301



----- Forwarded message -----

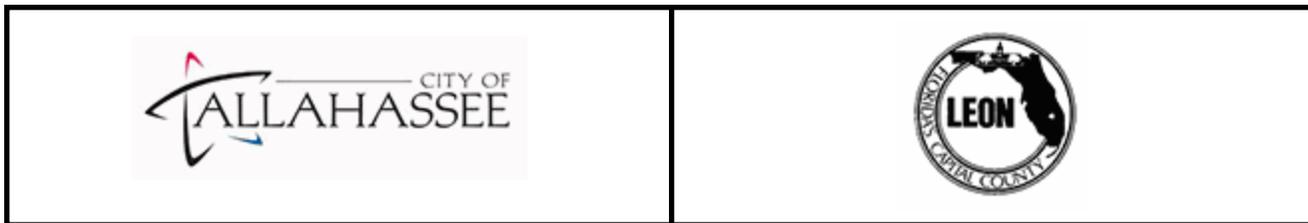
**From:** **Kelly Otte** <[Kelly.Otte@pacecenter.org](mailto:Kelly.Otte@pacecenter.org)>  
**Date:** Fri, Nov 16, 2018 at 12:59 PM  
**Subject:** Resignation.  
**To:** Gina Giacomo <[kitten@fastmail.us](mailto:kitten@fastmail.us)>, [cswgstaff@theoasiscenter.net](mailto:cswgstaff@theoasiscenter.net)  
<[cswgstaff@theoasiscenter.net](mailto:cswgstaff@theoasiscenter.net)>, [michelle.gomez@theoasiscenter.net](mailto:michelle.gomez@theoasiscenter.net)  
<[michelle.gomez@theoasiscenter.net](mailto:michelle.gomez@theoasiscenter.net)>  
**Cc:** [amber@uphsfl.org](mailto:amber@uphsfl.org) <[amber@uphsfl.org](mailto:amber@uphsfl.org)>

Please accept my resignation from the commission. It's been my pleasure to be involved but it may not be the best fit for me now. I will transition the economic summit to Amber and continue to serve as a volunteer.

My best to you all and thank you for your commitment to women and girls. I have notified Commissioner Maddox's office since he appointed me.

Sent from my iPhone. Typed on a little screen with big thumbs please forgive typos.

# TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN & GIRLS APPLICATION



Name: Carla Laroche	Date: 12/18/2018 9:57:56PM
---------------------	----------------------------

Home Phone: (516) 849-4612	Work Phone: (850)644-2722X	Email: claroche@law.fsu.edu
----------------------------	----------------------------	-----------------------------

Occupation: VISITING CLINICAL LAW PROFESSOR	Employer: FSU COLLEGE OF LAW
---	------------------------------

Preferred mailing location: Home Address  
 Work Address: 425 W JEFFERSON STREET

City/State/Zip: TALLAHASSEE, FL 32306

Home Address: 1800 MICCOSUKEE COMMONS DRIVE  
 APT 919

City/State/Zip: TALLAHASSEE, FL 32308

Do you live in Leon County?	Yes	If yes, do you live within the City limits?	Yes	
Do you own property in Leon County?	No	If yes, is it located within the City limits?	No	
For how many years have you lived in and/or owned property in Leon County?			2	years

Are you currently serving on a County Advisory Committee? No  
 If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No  
 If yes, on what Committee(s) are you a member?

**(OPTIONAL)** Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: African American      Sex: Female      Age: 34.00  
 Disabled? No      District:

**In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.**

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

Name: JULIE SILVERBROOK Telephone: (202) 223-4759  
Address: CONSOURCE, 1700 K ST NW, WASHINGTON, DC 20006

Name: MELBA PEARSON Telephone: 786.363.2721  
Address: ACLU FLORIDA, 4343 WEST FLAGLER STREET, SUITE 400, MIAMI, FLORIDA 33134

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

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

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

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

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

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

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

6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)  
No  
If yes, please explain.

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

Signature: Carla Laroche

This application was electronically sent: 12/18/2018 9:57:56PM

**CARLA LAROCHE**

Florida State University College of Law  
425 W. Jefferson St., Tallahassee, FL 32306-1601  
(850) 644-2722 • claroche@law.fsu.edu

**EDUCATION**

**Columbia Law School**, New York, NY

Juris Doctor, received May 2012

Honors: Jane Marks Murphy Prize (for exceptional interest and proficiency in clinical advocacy)  
Harlan Fiske Stone Scholar (for academic achievement)

**Harvard Kennedy School**, Cambridge, MA

Master in Public Policy; International and Global Affairs Concentration, received May 2012

Honors: Public Service Fellow

**Princeton University**, Princeton, NJ

A.B. in History; Women and Gender Studies Certificate, received June 2006

Thesis: Mother Anzacs: Using Personal Narratives to Identify the Perceived Role of Australian World War One Nurses

**EXPERIENCE**

**Florida State University College of Law**, Tallahassee, FL

Visiting Clinical Professor July 2018-present

Develop and direct the Gender and Family Justice Clinic focused on the collateral consequences of incarceration on women and their families. Supervise and advise law students in the FSU Law Public Interest Law Center. Teach a legal interview and counseling skills class on the factors that push girls and women into the criminal justice system.

**Southern Poverty Law Center**, Tallahassee, FL

Law Fellow (Criminal Justice Reform) September 2016-June 2018

Advocated reforming the mass incarceration of children and adults in Florida. Researched and presented on racial and socioeconomic disparities in the criminal justice system. Investigated prisons to ensure humane and constitutional conditions. Drafted talking points on legislative priorities. Supervised, evaluated, and mentored law student interns and externs.

**Hunton Andrews Kurth LLP (formerly Hunton & Williams LLP)**, Richmond, VA

Pro Bono Fellow November 2014-August 2016

Served vulnerable communities through diverse and demanding public interest casework, including litigating unemployment compensation claim first- and second-level appeals, landlord tenant, family law, and guardianship matters. Represented and advised legal aid clients, largely survivors of domestic violence, in custody and visitation cases and protective order petitions. Provided general legal advice and served as Haitian-Creole translator for Haitian farmworkers. Supported firm attorneys on pro bono cases.

**U.S. District Court, Southern District of Florida**, West Palm Beach, FL

Law Clerk to the Honorable Donald M. Middlebrooks July 2013-September 2014

Researched legal issues and drafted opinions in civil and patent litigation and criminal cases involving diverse issues, including constitutional law and employment discrimination. Wrote bench memoranda and attended oral arguments for Court for Appeals for the Eleventh Circuit cases when judge sat on panel by designation twice.

Carla Laroche: Resume

**Paul Hastings LLP**, Washington, DC

Associate, Global Banking Group

Summer Associate

October 2012-June 2013

May 2011-July 2011

Researched and wrote legal memoranda and articles on banking regulations, including consumer finance protections, commercial loan licensing procedures, and unfair, deceptive, and abusive acts or practices.

**Incarceration and Families Clinic**, New York, NY

Teaching Assistant and Student Advocate

January 2011-May 2012

Represented a formerly incarcerated mother in her appeal against the termination of her parental rights.

Developed and taught know-your-rights family law classes to women incarcerated at a maximum-security prison. Supervised second- and third-year clinic students.

**North Australian Aboriginal Justice Agency**, Katherine, Australia

Summer Intern – Criminal Division

May 2010-July 2010

Conducted intake interviews with potential clients and wrote memoranda for lawyers.

**PUBLICATIONS**

Carla Laroche et al., *Sexual Assault Proceedings on College Campuses: Current Issues*, in *The State of Criminal Justice 2017* (Mark E. Wojcik ed., 2017).

Carla Laroche et al., *Double Sentence: The Consequences Incarcerated Mothers Face and the Impact on Their Children*, in *The State of Criminal Justice 2016*, 207 (Mark E. Wojcik ed., May 2016).

Carla Laroche, *Why a YouTube Video Continues to Affect Your Access to Online Banking*, *Lexology*, Apr. 17, 2013, <http://www.lexology.com/library/detail.aspx?g=1c9c8bb6-7002-4f15-9206-47397acdcdbd9>.

Carla Laroche et al., *A Brave New World for Bank Regulation*, *Law360*, Mar. 2013, <http://www.law360.com/articles/431484/a-brave-new-world-for-bank-regulation>.

Carla Laroche & Kevin Petrasic, *Considerations for Commenting on CARD Act's Impact*, *Law360*, Jan. 2013, <http://www.law360.com/articles/404184/considerations-for-commenting-on-card-act-s-impact>.

Carla Laroche & Kevin Petrasic, *CFPB Seeks Comment on Policy to Encourage Trial Consumer Disclosure Programs*, *Stay Current: A Client Alert from Paul Hastings*, Dec. 2012, <https://www.paulhastings.com/docs/default-source/PDFs/2314.pdf>.

Carla Laroche & Kevin Petrasic, *CFPB Ombudsman Annual Report Highlights Consumer Complaint Process, CFPB Enforcement Attorneys at Exams*, *Stay Current: A Client Alert from Paul Hastings*, Dec. 2012, <https://www.paulhastings.com/docs/default-source/PDFs/2304.pdf>

**SPEAKING ENGAGEMENTS**

Presenter at Office of the Public Defender, Ninth Circuit Implicit Bias Seminar, “Delving into Implicit Bias for the Defenders of Justice” in Orlando, Fla. (Dec. 14, 2018).

Presenter at Reentry Stakeholders’ Symposium, “Women, Criminal Justice, and Families” in Tallahassee, Fla. (Nov. 29, 2018).

Presenter at Third Thursday Lecture/Film Series, “Women and Incarceration” in Tallahassee, Fla. (Nov. 15, 2018).

Carla Laroche: Resume

Moderator for “Enhancing Justice by Reducing Implicit Bias: Strategies for Becoming a Bias Disrupter” at the American Constitution Society’s National Convention, in Washington, DC (Jun. 9, 2018).

Moderator for “Direct File in Florida: The Perils of Trying Children as Adults” at the American Bar Association’s Criminal Justice Section’s Spring Meeting, in Tampa, FL (Apr. 6, 2018).

Moderator for “The Social Journey: Using Social Media to Enhance Your Career” Two-Part Webinar Series for the American Bar Association (June 2017).

Presenter at the Plantation Democrats Monthly Meeting, “Race in the Criminal Justice System: What Do the Numbers Tell Us?”, in Leesburg, Fla. (Mar. 17, 2017).

Welcome Remarks at the Section of Civil Rights and Social Justice’s “Cholera in Haiti and United Nations Liability” panel during the American Bar Association’s Midyear Meeting, in Miami, Fla. (Feb. 4, 2017).

Presenter at the American Bar Association’s Commission on Youth at Risk’s Fall Meeting and the Juvenile Justice Committee of the Criminal Justice Section’s Fall Meeting, “The Prosecution of Children Tried as Adults in Florida and Its Impact”, in Washington, DC (Nov. 4-5, 2016).

Presenter at the Landlord/Tenant Workshop of the Central Virginia Legal Aid Society, in Richmond, Va. (July 21, 2016).

Moderator for “Pursue Your Passion: Getting a Clerkship” at Ms. JD’s Seventh Annual Conference on Women in Law: Stronger Together, in San Francisco, Cal. (Mar. 6, 2015).

Interview with Paulette Brown, then President-Elect, American Bar Association, “Determined to Rise: A Conversation on Law, Leadership and Being ‘The First’”, in New York, NY (Oct. 27, 2014).

Panelist at the Palm Beach County Bar Association’s Diversity Internship Program, “‘Tips and Tools’ Workshop”, in West Palm Beach, Fla. (July 16, 2014).

**PROFESSIONAL MEMBERSHIP AND SERVICE**

**Columbia Law School**, Alumni of Color Honorary Council February 2016-present

**American Bar Association**

Member August 2013-present  
Criminal Justice Section: Women in Criminal Justice Task Force Co-Chair, Council Member  
Section of Civil Rights and Social Justice: Council Member (2017-18)  
Commission on Youth at Risk: Commissioner, former Advisory Committee Member  
Honor: On the Rise Top 40 Young Lawyers Award (2017)

**National Bar Association**

Member May 2016-present  
Honors: 40 Under 40 Nation’s Best Advocates Award and Excellence in Activism Award (2017)  
Young Lawyers Division Humanitarian Award (2017)

**Tallahassee Barristers Association**

Member September 2016-August 2018  
Executive Board: Historian (2016-17), Secretary (2017-18)  
Florida State University Black Law Student Association Mentor

Carla Laroche: Resume

**Ms. JD**

Fellowship Mentor

July 2016-August 2017

Board of Directors Member

October 2013-October 2015

Governance Committee: Chair, headed the national executive director hiring committee

Finance Committee: Member

**American Civil War Museum**, Tredegar Society (Junior Board) Member

July 2015-July 2016

**EDUCATIONAL CERTIFICATES**

**National Council for Behavioral Health**, Tallahassee, FL

Mental Health First Aid USA Certificate of Completion, received January 2018

**Tallahassee Community College**, Tallahassee, FL

Center for Workforce Development Certificate of Completion, received November 2017

Course: Grant Writing for the Non-Grant Writer Workshop

**Xavier University, Institute for Black Catholic Studies**, New Orleans, LA

Continuing Education and Enrichment Certificate of Participation, received July 2017

Courses: Community Organizing for Justice

A Theology of Black Lives Matter

**BAR ADMISSIONS** The Florida Bar (2016); Virginia State Bar-Inactive (2014); NY State Bar (2013)

**LANGUAGE SKILLS** Haitian Creole (conversational)

**Leon County  
Board of County Commissioners**

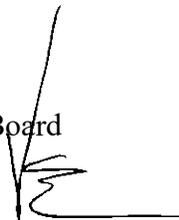
**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Agenda Item #4

February 12, 2019

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

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

**Title:** Proposed Revision to Policy No. 11-2 “Membership on Boards, Committees, Councils, and Authorities”

---

<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>	Mary Smach, Agenda Coordinator

### **Statement of Issue:**

As requested by the Board at the January 22, 2019 meeting, this agenda item seeks the Board’s approval to revise Policy No. 11-2 to eliminate the appointment of a Commissioner to the Downtown Business Association of Tallahassee.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Approve the proposed revisions to Policy No. 11-2 eliminating the appointment of a Commissioner to the Downtown Business Association of Tallahassee (Attachment #1).

## **Report and Discussion**

### **Background:**

As requested by the Board at the January 22, 2019 meeting, this agenda item seeks the Board’s approval to revise Policy No. 11-2 “Membership on Boards, Committees, Councils, and Authorities” to eliminate the appointment of a Commissioner to the Downtown Business Association of Tallahassee (DBA).

Policy No. 11-2 was written to delineate the authority to appoint members of the Board of County Commissioners to various boards, committees, councils, and authorities and the terms of those appointments. The Policy represents those Committees that require County Commission membership be appointed by the full Board.

Per the DBA bylaws, the Association’s purpose is to provide a membership organization for downtown merchants and businesses to promote consumer awareness of businesses; promote and develop activities and events to stimulate interest in the downtown area; and to advocate for the collective interests of its members with local government in accordance with the Association's goals. The Downtown Improvement Authority (DIA) exists by the authority of Chapter 2003-356, Laws of Florida, so the City of Tallahassee can revitalize and preserve property values and prevent deterioration in the downtown area.

### **Analysis:**

Per Policy No. 11-2, the Commissioner serving on the DIA also serves on the DBA. Currently, Commissioner Lindley serves as the Board representative on the DBA and the DIA. At the January 22<sup>nd</sup> meeting, the Board discussed the appointment of a Commissioner to the DBA and concluded that since there is Board representation on the DIA, a commissioner appointment to the DBA may be unnecessary. The DBA is a private organization and their meetings are not open to the public. For these reasons, the Board approved the revision of Policy No. 11-2 to eliminate the appointment of a Commissioner to the DBA, and suggested that the Office of Economic Vitality further engage with the DBA.

The Tallahassee-Leon County Office of Economic Vitality (OEV) regularly engages business associations through presentations, consultations, and the distribution of economic vitality information to promote and cultivate the growth of the local business environment. OEV outreach and engagement is generally broad-based in order to appeal to the entire market or specific to targeted industry sectors as identified in the Economic Development Strategic Plan. For example, ‘Buy Local’ and ‘Small Business Saturday’ campaigns are designed to engage and support all local small businesses rather than a specific district or neighborhood. In addition, OEV’s role within the PLACE governance structure provides for continued engagement opportunities with geographic-based or neighborhood business associations through the development and implementation of Blueprint 2020 projects including the sense of place initiatives and gateway projects.

Title: Proposed Revision to Policy No. 11-2 “Membership on Boards, Committees, Councils, and Authorities”

February 12, 2019

Page 3

---

Leon County will continue to have representation in the DBA through the County’s Division of Tourism given the location of the County’s Visitor Information Center. The Tourism Director is a DBA member who regularly attends the meetings and is a featured speaker at an upcoming meeting. The meetings offer valuable communication and information sharing for the Division.

**Options:**

1. Approve the proposed revisions to Policy No. 11-2 eliminating the appointment of a Commissioner to the Downtown Business Association of Tallahassee (Attachment #1).
2. Do not approve the proposed revisions to Policy No. 11-2.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Proposed revisions to Policy No. 11-2

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

### **Policy No. 11-2**

Title: \_\_\_\_\_ Commissioner Membership on Boards, Committees, Councils, and Authorities

Date Adopted: ~~December 11, 2018~~ February 12, 2019

Effective Date: ~~December 11, 2018~~ February 12, 2019

Reference: See footnotes for references

Policy Superseded: **Policy No. 93-13**, Membership by the Board of County Commissioners on Boards, Committees, Councils and Authorities, adopted January 12, 1993; **Policy No. 98-6**, Membership by the Board of County Commissioners on Boards, Committees, Councils, Authorities, and Liaison, adopted October 13, 1998; revised February 26, 2008; July 13, 2010; November 16, 2010; December 14, 2010; **Policy No. 11-2**, Membership on Boards, Committees, Councils, and Authorities, adopted April 12, 2011; revised August 23, 2011; April 23, 2013; February 11, 2014; April 8, 2014; January 26, 2016; December 13, 2016; January 23, 2018; December 11, 2018

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 11-2, revised by the Board of County Commissioners on ~~January 23~~ December 11, 2018, is hereby amended, and a revised policy is hereby adopted in its place, to wit:

1. The following table represents the Boards, Committees, Councils, and Authorities, which require County Commission membership and appointments of some, but not all, Commissioners who shall serve on the basis of their position. In addition, the table establishes the appointing authority, the eligibility for appointment, and term of appointment for such membership.
2. Full Board (Appointing Authority) appointments shall be made at the first regularly scheduled meeting of the Board of County Commissioners during the month of December or as soon thereafter as possible.
3. Chairman appointments shall be made by written memorandum or letter from the Chairman to the Committee, Council, Board or Authority and a copy to the appointee.
4. The administration and maintenance of the list of Chairman and Full Board appointments is assigned to the Agenda Coordinator.
5. Each Commissioner appointee shall endeavor to keep the Board of County Commissioners advised of those significant actions taken within their area of appointment.

Policy No. 11-2  
Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
Apalachee Regional Planning Council <sup>1</sup>	Member	One Commissioner	Two Years	Full Board
	Member	One City Commissioner	Two Years	Full Board
Big Bend Continuum of Care Board <sup>2</sup>	Member	One Commissioner	Two Years	Full Board
Canopy Roads Citizens Committee <sup>3</sup>	Liaison <i>(not a member)</i>	One Commissioner	Two Years	Full Board
Canvassing Board <sup>4</sup>	Member	Chairman	Concurrent w/ term as Chair	Chairman
	Member <i>(Substitute)</i>	One Commissioner	Two Years	Full Board
	Member <i>(Alternate)</i>	One Commissioner	Two Years	Chairman
Capital Region Transportation Planning Agency <sup>5</sup>	Members	Three Commissioners	Two Years	Full Board
Challenger Learning Center Board <sup>6</sup>	Member	One Commissioner	Two Years	Chairman
Council on Culture & Arts <sup>7</sup>	Member <i>(Ex Officio voting)</i>	One Commissioner	Four Years	Full Board
Criminal Justice Coordinating Council <sup>8</sup>	Member	One Commissioner	Two Years	Chairman
Downtown Improvement Authority (DIA) <sup>9</sup> <del>and</del> <del>Downtown Business Association of Tallahassee (DBA)<sup>10</sup></del>	Member <i>(Ex Officio voting)</i>	One Commissioner  <del>Serves on both the DIA and DBA</del>	Two Years	Chairman
Geographic Information Systems Executive Committee <sup>10+</sup>	Member	One Commissioner	Two Years	Chairman
Joint School Coordinating Committee <sup>11,12</sup>	Member	One Commissioner	Four Years	Full Board
Juvenile Justice Circuit Advisory Board <sup>12,3</sup>	Member	One Commissioner	Two Years	Full Board
Leon County Educational Facilities Authority <sup>13,4</sup>	Liaison <i>(not a member)</i>	One Commissioner	Two Years	Full Board

**Policy No. 11-2  
Commissioner Membership on Boards, Committees, Councils, and Authorities**

<b>Name</b>	<b>Type</b>	<b>Eligibility</b>	<b>Term</b>	<b>Appointing Authority</b>
<b>Leon County Research and Development Authority<sup>145</sup></b>	Member	One Commissioner	Four Years	Full Board <i>(By Resolution)</i>
<b>Public Safety Coordinating Council<sup>156</sup></b>	Member	One Commissioner	Two Years	Chairman
<b>Tallahassee Sports Council<sup>167</sup></b>	Member	One Commissioner	Three Years	Chairman
<b>Tourist Development Council<sup>178</sup></b>	Member <i>(Serves as TDC Vice Chair)</i>	One Commissioner <i>(Chairman or Chairman's designee)</i>	Two Years	Chairman
<b>Transportation Disadvantaged Coordinating Board<sup>189</sup></b>	Member <i>(Serves as TDCB Chair)</i>	One Commissioner	Two Years	Chairman
<b>Value Adjustment Board<sup>1920</sup></b>	Members <i>(one selected as VAB Chair)</i>	Two Commissioners	Two Years	Full Board
<b>Workforce Development Consortium, Region 5<sup>204</sup></b>	Member	One Commissioner	Two Years	Full Board

**Foot Notes:**

- Apalachee Regional Planning Council: Section 186.504 F.S.; FL Admin Code 29L-1 (a) Of the three (3) representatives accorded to each member county, the county elected official shall be appointed by the Board of County Commissioners of the member county and shall serve at the pleasure of the Board of County Commissioners. Each Board of County Commissioners will then also appoint either the elected representative of the cities or the non-elected representative of the private sector.(b) The third representative from each county shall be appointed by the Governor subject to confirmation by the State Senate, pursuant to the provisions of Section 160.01(3), F.S.*
- Big Bend Continuum of Care Board: Required as part of a \$1 million grant that the Big Bend Homeless Coalition received through the federal HEARTH Act; CoC Governance Charter*
- Canopy Roads Citizens Committee Bylaws*
- Section 102.141 F.S.; Canvassing Board members must not be a candidate with opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed (Disqualified to Serve) Substitute Member serves if Chairman is unable or Disqualified to Serve; and Alternate Substitute Member serves if the Chairman and Substitute Member are unable or Disqualified to Serve.*
- Capital Region Transportation Planning Agency Interlocal Agreement, Amended May 13, 2014- and Leon County Resolution No. 09-42*
- Challenger Learning Center Board Bylaws*
- Sec. 265.32, F.S.; Res. R85-46, 10/29/1985; Interlocal Agreement, 10/18/1985; COCA Bylaws; During Board's meeting of October 14, 2003, the Board voted to fill seven positions on the COCA Board through the Mayor, and that COCA adopt revisions to its Bylaws consistent with the Board's vote. COCA members selected from list of three candidates submitted by COCA for each Citizen Appointment vacancy, consistent with Sec. 265.32, F.S.*

**Policy No. 11-2****Commissioner Membership on Boards, Committees, Councils, and Authorities**

---

8. *Criminal Justice Coordinating Council: Admin Order 2002-10*
9. *Downtown Improvement Authority: Laws of FL Chapter 2003-356 Sec. 5(1)*
- ~~10. *Downtown Business Association of Tallahassee Bylaws*~~
- ~~11.10. *Geographic Information Systems: Interlocal Agreement, May 1990*~~
- ~~12.11. *Joint School Coordinating Committee: Interlocal Agreement, September 2006*~~
- ~~13.12. *Juvenile Justice Circuit Advisory Board - HB 617 (2013); F.S., term limits set April 8, 2014 at BOCC meeting*~~
- ~~14.13. *Sec. 243.21(4) F.S.; Resolutions R90-42, Resolution R07-65; Term for Educational Facilities Authority (members is five years; (Sec. 243.21, F.S., and Resolution Resolutions R90-42; members required to file financial disclosures (R07-65)*~~
- ~~15.14. *Research and Development Authority: Sec. 159.703 F.S.; Leon County Code of Laws Chapter 2, Art. III, Div. 2; Resolution No. R16-19; members required to file financial disclosures (R07-65)*~~
- ~~16.15. *Public Safety Coordinating Council: Sec. 951.25 F.S.; PSCC membership shall be consistent with Sec. 951.26, F.S. and include "...representatives from county and state jobs programs and other community groups who work with offenders and victims, appointed by the chairperson of the board of county commissioners to 4-year terms."*~~
- ~~17.16. *Tallahassee Sports Council;- Enabling Resolution No. R12-05- February 28, 2012*~~
- ~~18.17. *125.0104(4)(e) F.S.; Ordinance No. 2011-10; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48; Appointments to Tourist Development Council (TDC) shall be consistent with Ordinance No. 2011-10, Leon County Code, Chapter 11, III; and Sec. 125.0104(4)(e), F.S. Selection Criteria for TDC members: One member of the Council shall be the current Chairman of the Board of County Commissioners of Leon County, or any other member of the Board as designated by the Chairman, who shall serve as Vice Chairman of the Tourist Development Council. -The four-year term of the members, as required by Florida Statute and Leon County Code, cannot be applicable to the member position held by the Chairman (or other designated Commissioner) because the Chairman is elected annually for only a one-year term. As such, upon approval by the Board of County Commissioners, the Chairman (or other designated Commissioner) may be appointed to the Tourist Development Council for a term of less than four years.*~~
- ~~19.18. *Transportation Disadvantaged Coordinating Board: Section 427.0157 F.S.; 41-2.012(1) FL Administrative Code*~~
- ~~20.19. *Sec. 194.015 F.S.; FAC Code 12D-9.004; Selection Criteria for Value Adjustment Board.*~~
- ~~21.20. *Sec. 445.007, F. S.; 2015 Interlocal Agreement between Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, Leon County, Gadsden County, and Wakulla County*~~

Revised ~~12/11/2018~~12/2019

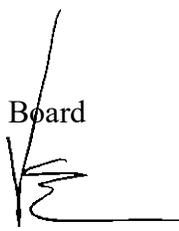
**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Agenda Item #5

February 12, 2019

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator   
**Title:** Reject all Bids for Library Card Application Digitization Project

<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 Scott Ross, Director, Office of Financial Stewardship Pat Curtis, Director, Office of Information and Technology
<b>Lead Staff/ Project Team:</b>	Shelly Kelley, Director, Purchasing Geri Forslund, Purchasing and Contract Administrator Debra Sears, Director, Office of Library Services

### **Statement of Issue:**

As required by the Leon County Purchasing Policy, this agenda item seeks the Board's authorization to reject all bids received for the Library Card Application Digitization project, as the bids submitted are considerably more than the amount budgeted for the project.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option # 1: Reject all bids in response to the Request for Proposals BC-10-09-18-54 for Library Card Application Digitization.

## Report and Discussion

### **Background:**

This item seeks Board approval for the County to reject all bids submitted for the Library Card Application Digitization Project.

The Office of Information Technology received funding in FY 2018 to digitize library card applications retrospectively and planned to digitize library card applications in the future. This proposed project sought to digitize existing library card applications so that the records would be retrievable at all library locations via a web application, and to continue to digitize library card applications in the future. This project would save time for library users with questions about their applications, save time and space needed for filing the application cards, and continue to comply with Florida library confidentiality laws.

Background research yielded information regarding method, fields on the library card application that needed to be indexed as metadata, process for preparing cards and the desired outcome, which was a web application accessible at all libraries. The Library, working with the Office of Information Technology, developed a request for proposals and worked as a team on the RFP committee.

### **Analysis:**

The Purchasing Department released the Request for Proposals (RFP) for Library Card Digitization Proposal Number BC-10-09-18-54 on September 6, 2018. A total of 118 vendors were notified through the automated procurement system, which resulted in 25 planholders downloading the solicitation. Two companies, Aptara, Inc. and Imagenet, LLC submitted proposals (Attachment #1). The RFP committee members reviewed the bids, which were \$44,644 and \$83,100 respectively. Because the costs submitted in the two bids are considerably more than the \$27,800 amount budgeted for this project, the committee's recommendation is to reject both submittals.

Upon further review for an alternative solution, the RFP committee determined that features currently available in the library management system, SirsiDynix, could be modified and adapted, with the addition of digital signature capture equipment, to provide the same function as the proposed library application card digitization project. This solution will meet the needs originally sought in the bid proposals and the costs would be well within the current Library technology budget.

Pursuant to the Purchasing Policy No. 96-1, Section 5.08, subsection J. Cancellation of Invitations for Bids, any or all bids may be rejected in whole or in part when it is in the best interests of the County, as determined by the Board. The County reserves the right to reject all bids when the bid prices exceed the budget. The costs submitted in the Bids are considerably more than the amount budgeted for the project, therefore the RFP committee's recommendation is to reject both bid submittals.

**Options:**

1. Reject all bids in response to the Request for Proposals BC-10-09-18-54 for Library Card Application Digitization.
2. Do not reject all bids in response to the Request for Proposals BC-10-09-18-54 for Library Card Application Digitization.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Bid Tabulation sheet

LEON COUNTY PURCHASING DIVISION  
 PROPOSAL TABULATION SHEET  
 BC-10-09-18-54

Proposal Title: Library Card Application Digitization

Opening Date: Wednesday, October 24, 2018 at 2:00 PM

Item/Vendor	Aptara	Imagenet, LLC
Response Sheet with Manual Signature	✓	✓
Price Information Sheet	✓	✓
Affidavit Immigration	✓	✓
Insurance Certification	✓	✓
Equal Opportunity/Affirmative Action Statement	✓	✓
Non Collusion Affidavit	✓	✓
Certification/Debarment Form	✓	✓
Local Vendor	N/A	N/A
Applicable Licenses/Registrations	N/A	N/A
Drug-Free Workplace Form	✓	✓
Addendums (if applicable)	✓	✓



Tabulated By:

*W.B. Hooley*

*Devin Ford*

**Leon County  
Board of County Commissioners**

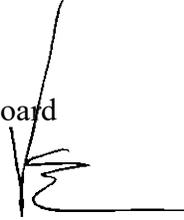
**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Agenda Item #6

February 12, 2019

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

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

**Title:** Reject all Bids for Solicitation BC-10-23-18-01, Solar Array Inspection and Cleaning

---

<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 Maggie Theriot, Director, Office of Resource Stewardship
<b>Lead Staff/ Project Team:</b>	Shelly Kelley, Director, Purchasing Tessa Schreiner, Recycling and Sustainability Manager

### **Statement of Issue:**

As required by the Leon County Purchasing Policy, this agenda item seeks the Board's authorization to reject all bids for the Solar Array Inspection and Cleaning solicitation as the costs submitted are considerably more than the amount budgeted for the project.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Reject all bids in response to the Request for Proposal BC-10-23-18-01, Solar Array Inspection and Cleaning.

## Report and Discussion

### **Background:**

This item seeks Board approval for the County to reject all bids submitted for the Solar Array Inspection and Cleaning solicitation.

Over the last several years, Leon County has continued to expand its solar array portfolio as a part of the County's ongoing Sustainability Program and the 2016 Board Strategic Initiative to explore new opportunities for solar on County facilities. With four new arrays planned in FY2019 per Board direction at the April 24, 2018 Budget Discussion Workshop, staff identified the need for a streamlined process for contracting the cleaning and maintaining the expanding number of solar arrays.

Staff in Facilities Management and Sustainability helped developed a scope of work that includes:

- Biannual inspection of the solar arrays, including panels, inverters, and additional equipment
- Biannual cleaning of the solar arrays
- Providing recommendations to Facilities Management for any needed repairs or replacements to the solar array systems

### **Analysis:**

The Request for Proposals for the Solar Array Inspection and Cleaning contract, Solicitation BC-10-23-18-01, was advertised locally on September 26, 2018. A total of 373 vendors were notified through the automated procurement system. On October 23, 2018, the County received one bid from Advanced Green Technologies in the amount of \$14,951 with \$125 weekend/after-hour rate.

The single bid was significantly over the established \$2,000 annual budget. Staff, in conjunction with the single bidder, attempted to reduce costs without any substantial changes to the scope of work, but all attempts were unsuccessful. Pursuant to the Purchasing Policy No. 96-1, Section 5.08, subsection J., Cancellation of Invitations for Bids, the Board reserves the right to reject all bids when it is in the best interest of the County.

Should the Board authorize the Purchasing Director to reject all bids for this solicitation, staff will pursue an alternative path to have the panels inspected and cleaned at a lower cost. In part, the bid received from Advanced Green Technologies may be more expensive than anticipated because the company is based in south Florida and therefore included travel cost. Although initially no regional companies responded to the bid, staff has identified the potential solution which is anticipated to reduce the cost of maintenance to a more feasible amount. By soliciting quotes separately for the inspection and cleaning portions of the contract, multiple local companies may be capable and interested in responding. Locally, there are multiple companies who are able to clean solar panels at a low cost, but do not necessarily have the capacity or expertise to monitor the array and diagnose issues.

Similarly, there are also local companies with the expertise to monitor and diagnose troubles with the array, but do not offer cleaning service. Staff is confident that the cost of this approach has potential to be significantly cheaper than the \$14,951 bid by Advanced Green Technologies and achieve the necessary services within budget.

In FY 2019, Leon County is poised to increase solar production on County facilities by 75% with the new arrays planned for Northeast Branch Library, the Transfer Station, the Courthouse, and Apalachee Regional Park. These new arrays are helping the County continue to reach its sustainability goals of expanding renewable energy and reducing the organization's carbon footprint. Identifying an affordable method to ensure reliable inspection and cleaning service is key to the long-term success of these arrays.

**Options:**

1. Reject all bids in response to the Request for Proposal BC-10-23-18-01, Solar Array Inspection and Cleaning.
2. Do not reject all bids in response to the Request for Proposal BC-10-23-18-01, Solar Array Inspection and Cleaning.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Bid Tabulation sheet

LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-10-23-18-01

Bid Title: Solar Array Inspection and Cleaning

Opening Date: Tuesday, November 6, 2018 at 2:00 PM

Item/Vendor	Advanced Green Tech-				
Response Sheet with Manual Signature	✓				
Affidavit Immigration	✓				
Insurance Certification Form	✓				
Applicable Licenses/Registrations	✓				
Addendum (3)	3				
Base Bid Price	14,951.00				
Weekend/After Hour Rate	125.00				



Tabulated By:  
*[Handwritten Signature]*

*[Handwritten Signature]*

**Leon County  
Board of County Commissioners**

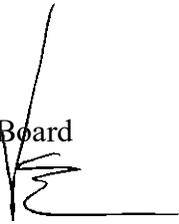
**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Agenda Item #7

February 12, 2019

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

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

**Title:** Lease Agreement Between Leon County and the Seminole Radio Control Club, Inc. for a Portion of Apalachee Regional Park

---

---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Office of Resource Stewardship
<b>Lead Staff/ Project Team:</b>	Leigh Davis, Director of Parks and Recreation

### **Statement of Issue:**

This item seeks approval of the renewal of a short-term lease agreement between Leon County and the Seminole Radio Control Club (SRCC), Inc., and addresses the relocation of the airfield as part of the Apalachee Regional Park Master Plan. The current lease agreement expires on February 28, 2019.

### **Fiscal Impact:**

This item has a fiscal impact. The lease agreement continues the arrangement that is currently in place which includes the requirement that SRCC, at its sole expense, procure and maintain insurance against claims for injuries or damages which may arise from SRCC activities. In addition, the SRCC pays a nominal annual rental rate of \$12.00 to the County for use of the park premises.

### **Staff Recommendation:**

Option #1: Approve the Renewal of a Lease Agreement between Leon County and the Seminole Radio Control Club, Inc. (Attachment #1) and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

This Lease Agreement is essential to the following FY2017-FY2021 Strategic Initiative:

- Continue to expand recreational amenities to include the implementation of a master plan for the Apalachee Regional Park (2016-24A, rev. 2017)

This particular Strategic Initiative aligns with the Board's Quality of Life Strategic Priorities:

- (Q1) Maintain and enhance our parks and recreational offerings and green spaces.
- (Q6) Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.

This Agreement contributes to Leon County's efforts to build social infrastructure by enhancing public spaces to include varying recreational opportunities and interests. Specifically, this particular amenity/facility supports radio controlled flying and model aviation hobbyists of all ages.

The agenda item seeks Board approval to renew a Lease Agreement (Attachment #1) with Seminole Radio Control Club (SRCC), considering the temporary and permanent relocation of the airfield due to the planned cross-country infrastructure improvements.

The SRCC is a non-profit, open membership AMA chartered club (#216) located in Leon County. As enumerated in the SRCC Bylaws, the purpose of the Club is to provide affiliation for model aviation hobbyists of all ages who design, build and fly model aircraft as a safe and enjoyable recreation; promote fellowship among the members for mutual technical support and education; and provide model aviation activities that support Tallahassee and Leon County community goals.

The County originally entered into a Lease Agreement with the SRCC in April 1990 for the maintenance and operation of an airfield in the north west quadrant of the property at the Solid Waste Management facility (a.k.a. Apalachee Regional Park) located at 7550 Apalachee Parkway. Subsequently, in 2009, the County began to develop an area adjacent to the airfield as a cross country venue to host races that had outgrown the logistical capacity at Miccosukee Greenway. Over the last ten years, the cross-country activities have continued to see significant growth and expansion which lead to the County's adoption of a Master Plan that provides for new infrastructure in the existing space of the airfield.

The most recent Lease Agreement between the County and SRCC was executed in March 2009 for five years with an automatic five-year renewal if expressed desire for continuation was received by the SRCC. Additionally, an amendment to the March 2009 Agreement was approved by the Board on March 8, 2016 for the purpose of modifying language in the permitted use section related to operating times and types of aircraft allowed, as well as acknowledging the increase in the number of sporting events held annually at the cross-country course to twelve per year. The current Lease Agreement expires on February 28, 2019.

**Analysis:**

The County has had a long-standing relationship of 28 years and a formalized Lease Agreement with SRCC to provide opportunities for County residents to participate in model aviation activities. The proposed renewal Lease Agreement provides for the continuation of model aviation activities, as managed by SRCC, on a section of land at Apalachee Regional Park that is adjacent to the cross-country course. Due to planned cross country infrastructure improvements, which are anticipated to begin in January 2020, the term of the proposed Agreement is only for a 10-month period with the ability for month to month continuation of activities. This short-term agreement recognizes the location of the existing airfield and contemplates the need for temporary accommodations to allow construction to begin in a timely fashion. Once the airfield is permanently relocated, in accordance with the master plan, a long-term agreement would be brought before the Board for approval.

The Agreement recognizes that the Apalachee Regional Park Master Plan calls for the permanent relocation of the airfield to a section of the landfill currently undergoing closure activities. Members of the SRCC were greatly involved in the master planning process and helped identify the more suitable and desirable area which is at the highest point on the property. While completion of the relocation is intended to be achieved around the same time construction is to commence, Hurricane Michael and issues involving the need for some re-engineering of cell closure, will likely delay the schedule for relocation as originally intended and conceived. Staff has met with the SRCC President to discuss the terms of the new Agreement and the potential temporary relocation of aviation activities until the closure of the cell is complete. Staff is continuing to investigate and explore options along with SRCC representatives and fully anticipate that an amenable temporary and/or permanent relocation solution can be identified.

Approval of this short-term Agreement is recommended. Once a permanent relocation is complete, staff will submit a new Agreement to the Board to recognize the boundaries of the new location and address any operational issues that may come to light as a result of the relocation and/or other master plan implementations.

**Options:**

1. Approve the renewal Lease Agreement between Leon County and the Seminole Radio Control Club, Inc. and authorize the County Administrator to execute.
2. Do not approve the Lease Agreement between Leon County and the Seminole Radio Control Club, Inc.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Proposed Lease Agreement

This Instrument prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 217  
Tallahassee, Florida 32301

**LEASE AGREEMENT  
SEMINOLE RADIO CONTROL CLUB AIRFIELD  
(Apalachee Regional Park)**

THIS LEASE AGREEMENT (the or this "Lease Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2019, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (the "County") and SEMINOLE RADIO CONTROL CLUB, INC., a Florida non-profit corporation, (the "SRCC").

WITNESSETH

WHEREAS, the County's Board of County Commissioners (the "Board") has determined that it is in the County's best interest to provide opportunities for County residents to participate in sport and recreation activities, and that providing the opportunity for such activities represents a valid public purpose; and

WHEREAS, the SRCC is locally chartered by the Academy of Model Aeronautics, whose purpose is to promote the development of model aviation as a recognized sport and worthwhile recreation activity and whose mission is the promotion, development, education, advancement, and safeguarding of modeling activities by providing leadership, organization, competition, communication, protection, representation, recognition, education, and scientific/technical development to modelers; and

WHEREAS pursuant to a lease agreement with the County originally entered into in April 1990 and extended continually thereafter through several amendments, the SRCC has for over 28 years successfully maintained and operated its airfield at the Leon County Apalachee Regional Park (the "Park") located adjacent to the Leon County Solid Waste Facility on U.S. 27 South (the "Solid Waste Facility"); and

WHEREAS, the SRCC is desirous of continuing to operate its airfield at the Park and the Board is desirous of continuing to offer the Park for lease to the SRCC in order to provide County residents the opportunity to participate in model aviation as a worthwhile recreation activity; and

WHEREAS, the County and the SRCC are desirous of setting forth in this Lease Agreement their understandings regarding the use of the Park for operating and maintaining the SRCC airfield.

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the receipt whereof is hereby acknowledged, the County hereby leases to the SRCC and the SRCC hereby leases from the County certain premises located at the Park for the term and upon all conditions and agreements set forth herein.

- 1 PARK PREMISES. The premises at the Park to be leased pursuant to this Lease Agreement shall comprise the 3.01-acre area delineated and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Park Premises").
- 2 TERM. The term of occupancy of the Park Premises shall be for a period of ten (10) months commencing on March 1, 2019 and continuing through its termination on January 1, 2020 (the "Term"). Beyond January 2020, the lease shall operate on a month by month basis until such time the airfield is permanently relocated in concurrence with the Apalachee Regional Park Master Plan or construction mobilization requires activities to be temporarily suspended.

If temporary suspension at the current location becomes necessary, Leon County Parks staff shall work with SRCC to establish a temporary location ideally within Apalachee Regional Park. Once permanent relocation is complete a new lease agreement and term shall be negotiated.

- 2.1 EFFECTIVE DATE. Notwithstanding that the Term may commence after the date of execution of this Lease Agreement, this Lease Agreement shall be fully effective, and in full force and effect and valid and binding against the parties upon being duly executed by all parties hereto.
  - 2.2 COUNTY'S RIGHT TO TERMINATE. The SRCC acknowledges and agrees that, if the County, in its sole discretion, determines that the SRCC's use of the Park Premises interferes in any way with the County's current or future use of the Park or of the Solid Waste Facility, the County shall be entitled to terminate this Lease Agreement; provided, however, that such termination shall be effective no sooner than sixty (60) days after the SRCC's receipt of the County's written notification of such termination.
- 3 RENT. In consideration of the SRCC managing and operating the Park Premises, in accordance with the terms of this Lease Agreement, in a manner that provides Leon County residents the opportunity to participate in model aviation as a worthwhile recreation activity, the SRCC shall be entitled to the use of the Park Premises for a nominal annual rental rate in the amount of TWELVE and 00/100 DOLLARS (\$12.00) per year to be paid annually no later than March 15. Given the Term of this agreement, the annual rental rate shall be pro-rated at \$1 per month for a total of TEN and 00/100 DOLLARS (\$10.00) due for the duration of this Agreement.
    - 3.1 UTILITIES AND SERVICES. The County shall, at no additional cost to the SRCC, continue to provide those utilities and services, including the placement of an ADA portable restroom facility, to the Park Premises that are provided to the Park Premises as of the effective date of this Lease Agreement
    - 3.2 VEHICULAR ACCESS. The County shall, at no additional cost to the SRCC, continue to provide vehicular access to the Park Premises the same as, or substantially similar to, the access provided to the Park Premises as of the Effective Date of this Lease Agreement.
    - 3.3 PARKING. At the discretion of the Parks Director, the SRCC, at no additional cost, shall be entitled to the use of certain designated area(s) of the Park, outside the Park Premises, for vehicular parking.

#### 4 PERMITTED USES.

- 4.1 The Park Premises shall be used exclusively by, and at the discretion of, the SRCC for any and all activities associated with the promotion and development of model aviation as a recognized sport and worthwhile recreation activity (“Model Aviation Activities”). Such activities may include, but not be limited to, use as an airfield and flight area for model aviation activities and use for meetings and social activities sponsored and supervised by the SRCC. The Parties acknowledge and agree that the use of the Park Premises shall be limited to the above uses (the “Permitted Uses”), unless the Parks Director gives written consent for other uses. In the event that the SRCC ceases to provide Model Aviation Activities within the Park Premises, it shall promptly notify the Parks Director. The County may at its sole discretion modify or terminate this Lease Agreement if the County determines that the SRCC has ceased to regularly provide Model Aviation Activities within the Park Premises.
- 4.2 The SRCC shall assure that the use of the Park Premises does not create a nuisance or is used for any illegal or immoral purpose. With regard to the Model Aviation Activities conducted on the Park Premises, the following operating times and noise levels of such activities shall be acceptable and shall not be deemed to be a nuisance:
- 4.2.1 Operating Times. The Park Premises may be opened every day of the week, but the operation of model aircraft shall be limited to the following hours:
- 4.2.1.1 Aircraft with internal combustion engines shall be allowed to be operated only between the hours of 10:00 a.m. until ½ hour after sunset Monday through Saturday, and between the hours of 12:00 pm (noon) until ½ hour after sunset on Sunday.; and
- 4.2.1.2 Aircraft without internal combustion engines shall be allowed to be operated during normal hours of all county parks, ½ hour before sunrise until ½ hour after sunset.
- 4.2.2 Aircraft Noise Levels. The noise level of model aircraft shall at no time exceed the following levels:
- 4.2.2.1 A noise level of seventy (70) decibels as measured from any property boundary of the Park or the Solid Waste Facility; and
- 4.2.2.2 A noise level of ninety-five (95) decibels as measured from a distance of nine (9) feet from the muffler of a model aircraft.
- 4.3 The SRCC shall assure that all Model Aviation Activities comply with the Official Academy of Model Aeronautics National Model Aircraft Safety Code, as may be amended from time to time, a copy of which is attached hereto and incorporated herein by this reference as Exhibit “B.”
- 4.4 The SRCC shall assure that the use of the Park Premises complies with all applicable laws, ordinances, and Board policies, and shall promptly comply with all government orders and directives for the correction, prevention, and abatement of any violation of applicable laws, ordinances, or Board policies in, upon or connected with the Park Premises, all at the SRCC’s sole expense.

- 5 ADDITIONAL COUNTY USES; QUIET ENJOYMENT. With the exception of the additional uses as set forth hereinafter, the County covenants and agrees with the SRCC that, so long as the SRCC abides by and performs all of the covenants and conditions contained in this Lease Agreement, the SRCC shall have quiet, undisturbed, and continued possession of the Park Premises, free from any claims against the SRCC and all persons claiming under, by, or through the SRCC. Notwithstanding such covenant and agreement, the SRCC acknowledges and agrees that the County shall be entitled to the exclusive use of the Park Premises as follows:
  - 5.1 SPORTING EVENTS. The County shall be entitled to exclusive use of the Park Premises for periodic scheduled cross-county running meets and other such sporting events; provided, however, that the number of such events shall not exceed twelve (12) per year, unless the SRCC consents in writing to a larger number of events, and the County shall, no later than thirty (30) days prior to the date of each event, deliver to the SRCC written notice informing the SRCC of the specific date and time of the event; and
  - 5.2 CONSERVATION EASEMENT. The SRCC acknowledges that a portion of the southeast corner of the Park Premises is encumbered by a conservation easement, as depicted and identified in Exhibit "A", and that the SRCC's use of the Park Premises shall be subject to the terms and conditions of such conservation easement.
- 6 COUNTY'S ACCESS. The County shall be entitled to enter the Park Premises to examine them and to make such repairs, alterations, or improvement thereto as the County considers necessary or desirable.
- 7 RULES AND REGULATIONS. The SRCC shall observe any and all ordinances, policies, rules, and regulations regarding the use of the Park and the adjacent Solid Waste Facility which are currently in place or which may be hereinafter created or amended, from time to time, by the County.
- 8 SRCC ALTERATIONS. For purposes of this Lease Agreement, the term "Alterations" means any repairs, improvements, installations and other such changes in the Park Premises to be undertaken during the Term of this Lease Agreement by the SRCC. Under no circumstances shall Alterations be undertaken that will adversely affect any area of the Park or the Solid Waste Facility outside the Park Premises. The SRCC shall be solely responsible for the payment of any and all costs and expenses incurred in connection with any Alterations, including those costs and expenses associated with the preparation of architectural and engineering plans.
  - 8.1 WORKING DRAWINGS. If the SRCC desires to alter the Park Premises, the SRCC shall deliver to the Parks Director the complete sets of plans and specifications, including detailed architectural, structural, mechanical, electrical and plumbing plans ("Working Drawings") for Alterations.
    - 8.1.1 The Working Drawings shall be prepared, at the SRCC's expense, by architects and engineers that are licensed to perform such work in the State of Florida, selected by the SRCC and approved by the Parks Director.

8.1.2 The Parks Director shall review Working Drawings to confirm that the Alterations do not appear to adversely affect any area of the Park or the Solid Waste Facility outside of the Park Premises.

8.1.3 The SRCC shall not commence with Alterations detailed in Working Drawings without the Parks Director's prior written approval and shall not alter the Park Premises in any manner that is not detailed in Working Drawings.

8.2 ALTERATIONS CONTRACTOR. Any contractor(s) engaged to perform Alterations (the "Contractor") shall be selected by the SRCC. The SRCC shall require the Contractor, and all subcontractors the Contractor engages (the "Subcontractors"), to obtain and maintain, throughout the Contractor's term of performance of Alterations, all valid licenses, bonds, permits and insurance as required by the County or by local, state or federal law. Further, the SRCC shall assure the Contractor and Subcontractors undertake the Alterations under contract with supervision by the SRCC and in coordination with the Parks Director. The SRCC shall require the Contractor and Subcontractors to perform all Alterations in accordance with the Working Drawings, previously approved by the Parks Director, and subject to the following requirements:

8.2.1 The Contractor and Subcontractors shall conduct their work in such a manner so as not to unreasonably interfere with visitors to the Park or the Solid Waste Facility or with the operations of the Park or the Solid Waste Facility;

8.2.2 All materials used in work related to the Alterations shall meet applicable City, County, State and Federal building codes;

8.2.3 All lien waivers from Contractors and Subcontractors shall be furnished to the Parks Director within thirty (30) days after completion of Alterations;

8.2.4 All permits necessary for the work related to the Alterations shall be posted at a readily accessible area within the Park Premises;

8.2.5 All electrical work shall be performed by an electrical contractor approved in advance in writing by the Parks Director;

8.2.6 All plumbing work shall be performed by a plumbing contractor approved in advance in writing by the Parks Director and all such work shall be installed in such a way that it may be cut off and repaired without affecting other areas of the Park or the Solid Waste Facility beyond the Park Premises;

8.2.7 Restroom facilities within the Park or the Solid Waste Facility outside of the Park Premises are not to be used for the cleaning of tools or paint materials. Contractors and Subcontractors shall utilize only those facilities specifically designated by the Parks Director; and

8.2.8 The SRCC shall cause the Contractor and Subcontractors to immediately cease all performance of work related to Alterations upon Parks Director's notification to the SRCC that any requirement stipulated in Section 8 is not being adhered to; further, work shall not resume until Parks Director provides the SRCC with advance written approval. The SRCC shall require the Contractor and Subcontractors to immediately cease all performance of work related to Alterations upon Parks Director's or County's

Risk Manager's notice to the Contractor, Subcontractors or SRCC that any activities related to Alterations may result in an unsafe condition to employees, invitees, visitors, the general public, or other contractors; further, work shall not resume until Parks Director or County's Risk Manager provides the SRCC with advance written approval.

- 8.3 CONTRACTOR; INDEMNITY BY SRCC. The SRCC shall, in accordance with the provisions of Section 12.1 below indemnify the County, its agents, contractors, and any mortgagee of the County from and against any and all losses, damages, and 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 the Contractor, Subcontractors, and sub-subcontractors under its contract with the SRCC.
- 8.4 AS-BUILT PLANS. Upon completion of any Alterations, the SRCC shall deliver to the Parks Director, no later than thirty (30) days after such completion, a copy of the as-built plans and specifications. Any copyright of such documents shall also be released to the County.
- 8.5 PROPERTY OF COUNTY. Any Alterations or improvements to the Park Premises made by or installed by either party hereto shall remain upon and be surrendered with the Park Premises and become the property of the County upon the expiration or agreed upon earlier termination of this Lease Agreement without credit to the SRCC. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by SRCC, which may be removed by the SRCC at the end of the Term.
- 9 SRCC RELOCATION. The County shall have the sole option to relocate the SRCC to alternative space ("Relocation") in the Park or the Solid Waste Facility, which alternative space shall be of a size comparable to that of the Park Premises. The County shall give the SRCC not less than sixty (60) days prior written notice of such Relocation, which notice shall include the date on which the SRCC shall relocate. Relocation may include temporary arrangements, when and if applicable. In the event of such Relocation, such alternative space shall for all purposes be deemed the Park Premises hereunder and this Lease Agreement shall continue in full force and effect without any change in the other terms or conditions hereof, unless otherwise provided in writing by the County with written acknowledgement by the SRCC.
- 10 SIGNS AND DISPLAYS. Unless provided otherwise herein, the SRCC shall not install any signs or displays that may be viewed by the public outside of the Park Premises. The County at its discretion shall install signage identifying the areas of the Park Premises designated for Model Aviation Activities or, at the Parks Director's discretion, permit such installation by the SRCC, at the SRCC's expense. Such identity signage shall be comparable to identity signage elsewhere in the Park or the Solid Waste Facility except as agreed upon by the SRCC and the Parks Director. The County shall replace such identity sign, at SRCC's expense, if such signage is damaged or otherwise requires replacement to meet current codes.
- 11 INSURANCE. The SRCC shall, at its sole expense, procure and maintain for the duration of this Lease Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the SRCC, its

agents, representatives, employees, and/or Contractors and Subcontractors pursuant to this Lease Agreement.

11.1 SRCC'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 the SRCC, its agents, representatives, employees, and/or Contractors and Subcontractors of the rights, duties and responsibilities pursuant to this Lease Agreement, the SRCC's insurance coverage shall be primary insurance.

11.2 CERTIFICATES OF INSURANCE. The SRCC shall furnish the Parks Director with certificates of insurance and with any original endorsements evidencing the coverage described above.

11.3 MINIMUM COVERAGE AND AMOUNTS. The SRCC shall maintain the following minimum and amounts of insurance coverage:

11.3.1 LIABILITY INSURANCE. The SRCC 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. The SRCC's insurance shall include the County as an additional insured for liability arising out of the acts or omissions of the SRCC.

12 INDEMNIFICATION OF PARTIES. The SRCC and the County agree to indemnify each other as follows:

12.1 SRCC'S INDEMNITY. The SRCC agrees to indemnify, in whole or in part, the County and its respective officers, directors and employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses 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), which claims are threatened or assessed against, levied upon, or collected from, the County and which have arisen from the performance by the SRCC, its agents, representatives, employees, and/or Contractors and Subcontractors pursuant to this Lease Agreement. Notwithstanding the foregoing, the SRCC shall not be required to so indemnify the County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of the County or any of the agents or employees of the County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by the County pursuant to insurance maintained by the SRCC.

12.2 COUNTY'S INDEMNITY. Without waiving its right to sovereign immunity, and to the extent allowed by Florida Statutes, Section 768.28 (2006) and any other applicable state or federal law, the County agrees to indemnify, in whole or in part, the SRCC and its respective officers, directors and employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses 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), which claims are threatened or assessed against, levied upon, or collected from, the SRCC and which have arisen from the performance by the County, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this

Lease Agreement. Notwithstanding the foregoing, the County shall not be required to so indemnify the SRCC with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of the SRCC or any of the agents or employees of the SRCC nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by the SRCC pursuant to insurance maintained by the County.

12.2.1 Notwithstanding the foregoing or any other provision of this Lease Agreement, the liability of the County, as set forth in this Lease Agreement, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Florida Statutes, Section §768.28 (2006). No obligation imposed by this Lease Agreement shall be deemed to alter said waiver of sovereign immunity or to extend the liability of the County beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the County may be entitled.

- 13 DAMAGE OR DESTRUCTION TO PARK PREMISES. The County shall not be liable or responsible to the SRCC, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by vandalism, theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, other than the County, or any cause beyond the County's control or for any damage, inconvenience, or loss of use of the Park Premises, which may arise through repair or alteration of any other part of the Park or the Solid Waste Facility, that is consistent with this Lease Agreement, and is not responsible for repair or restoration of the Park Premises.
- 14 SRCC NEGLIGENCE. If the Park Premises or any other portion of the Park or the Solid Waste Facility is damaged by fire or other casualty resulting from the fault or negligence of the SRCC or its agents, representatives, employees, and/or Contractors and Subcontractors, the SRCC shall be liable to the County for the cost of repair and restoration of resultant damage to the Park or the Solid Waste Facility.
- 15 MAINTENANCE AND REPAIRS OF PARK PREMISES. The SRCC shall, at its sole expense throughout the Term and any continuation thereof, manage and maintain the Park Premises in good order, condition and repair and keep the Park Premises in an attractive condition. SRCC shall, at its sole expense and responsibility, maintain, repair, and refurbish the Park Premises as necessary, including but not limited to any improvements that service the Park Premises.
- 16 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease Agreement is the only agreement between the parties pertaining to the Lease Agreement of the Park Premises and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.
- 17 SRCC ASSIGNMENT. The SRCC shall not assign this Lease Agreement, in whole or in part, without the prior written consent of the County. In no event shall the SRCC be released from any obligation or liability under this Lease Agreement as a result of any such assignment.

18 CONDITION UPON RELOCATION OR TERMINATION. Upon termination, or upon any Relocation, of this Lease Agreement, SRCC's obligations to maintain, repair, and otherwise keep in Park Premises in good order shall be governed as follows:

18.1 Except as provided herein, SRCC shall surrender the Park Premises to County in the same condition as existed on the Effective Date of this Lease Agreement, except for ordinary wear and tear or other conditions which SRCC was not otherwise obligated to remedy under any provision of this Lease Agreement.

18.2 SRCC shall, at SRCC's expense, repair any damage to the Park Premises, or to the Park or Solid Waste Facility outside the Park Premises, caused by the removal or relocation of any of SRCC's personal property, including but not limited to machinery and equipment.

19 NOTICES. Any notice or document, including any payment of rent, required or permitted to be delivered by the terms of this Lease Agreement shall be delivered as follows by any of the following acceptable forms:

19.1 by hand delivery;

19.2 by certified mail, return receipt requested; or

19.3 by guaranteed overnight delivery service.

19.4 Notices to SRCC shall be delivered to the SRCC in care of the President, in the name and address as identified on the date of delivery of such notice by the Florida Department of State, Division of Corporations.

19.5 Notices to the County shall be delivered to:

Leigh Davis, Director  
Leon County Division of Parks and Recreation  
1907 S. Monroe St.  
Tallahassee, Florida 32301

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

and

Vincent S. Long, County Administrator  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, Florida 32301

19.6 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.

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

Signed, Sealed and Delivered  
in the Presence of:

**SEMINOLE RADIO CONTROL  
CLUB, INC.**

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2019, by \_\_\_\_\_, whose title is \_\_\_\_\_ for Seminole Radio Control Club, Inc., and who is personally known to me and who did take an oath.

NOTARY PUBLIC

Signature \_\_\_\_\_

Typed or printed name \_\_\_\_\_

My Commission expires \_\_\_\_\_

**[REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]**

**[SIGNATURE PAGE TO FOLLOW]**

Signed, Sealed and Delivered  
in the Presence of:

**LEON COUNTY, FLORIDA**

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Vincent S. Long  
County Administrator

\_\_\_\_\_

Print Name: \_\_\_\_\_

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

Approved as to Form:  
Leon County Attorney's Office

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

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

\_\_\_\_\_  
(print name)

Herbert W. A. Thiele, Esq.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Agenda Item #8

February 12, 2019

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

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

Herbert W.A. Thiele, County Attorney

**Title:** Keystone Court Maintenance Map

<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 Brent Pell, P.E., Director, Public Works Charles Wu, P.E., Director, Engineering Services
<b>Lead Staff/ Project Team:</b>	Dan Rigo, Esq., Assistant County Attorney Joseph D. Coleman, P.S.M., County Surveyor

### **Statement of Issue:**

This agenda item seeks Board approval of a maintenance map for a portion of Keystone Court to be filed with the Clerk of Court to establish prima facie evidence of the County's ownership of the maintained right-of-way. The maintained Keystone Court right-of-way, along with additional right-of-way to be acquired, is needed to construct the stormwater trash screen project associated with Fred George Greenway and Park.

### **Fiscal Impact:**

This item has a fiscal impact. Establishing the County's ownership of the maintained portion of the Keystone Court right-of-way will decrease the costs of right-of-way acquisition for the project. The costs for the acquisition of additional right-of-way, along with the design and construction costs, have been budgeted and approved for this project.

### **Staff Recommendation:**

Option # 1: Approve the Keystone Court Maintenance Map for filing with the Clerk of Court (Attachment #1).

## **Report and Discussion**

### **Background:**

The Keystone Court flow way project is essential to the following FY2017-FY2021 Strategic Initiative:

- Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority (2018-5)

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

- (EN1) - Protect the quality and supply of our water.

Keystone Court is a road within the Plantation Woods subdivision located on the north side of Fred George Road, as depicted in plat book #8 page #31 of the public records of Leon County (Attachment #2). Although Keystone Court was not included in the plat dedication of the Plantation Woods right-of-way, Leon County has regularly maintained the paved portion of Keystone Court of approximately 666 square feet.

As part of the Fred George Greenway and Park development, a stormwater trash screen needs to be constructed to capture debris in the flow way at the end of Keystone Court. A trash screen is usually a steel and concrete structure used to prevent debris such as plastics, sticks, plants, and animals from clogging the entrance to the stormwater system. Leon County has installed trash screens at different locations to prevent the stormwater conveyance systems from clogging and to facilitate maintenance.

In order to have construction and maintenance access along Keystone Court to the project site, easement acquisitions will be required. The filing of the maintenance map, pursuant to section 95.361, Florida Statutes, will establish the prima facie evidence of the County's ownership of the maintained portion of Keystone Court. In turn, it will decrease the amount of additional right-of-way needed to be acquired along Keystone Court, thereby reducing the costs of the project.

### **Analysis:**

The trash screen in the drainage way at the end of Keystone Court is one component of the Fred George Greenway and Park project. The major function of the trash screen is to remove debris from the flow way and thus protect the sink hole inside the park and ensure the groundwater quality. The project design is approaching 90% completion.

Section 95.361, Florida Statutes, provides for the presumed dedication to the County of a road that has been regularly maintained by the County for the immediate past seven years, after which all rights and title to the road vest in the County to the extent of such maintenance. The proposed maintenance map contains the certifications of the County's Director of Engineering and the Director of Operations attesting to the fact that the Keystone Court right-of-way limits as shown on the map have been regularly maintained for the immediate past seven years. As such, pursuant to the statute, the rights and title to the 666 square-foot area delineated on the map have vested in

the County, and the filing of the maintenance map will establish the prima facie evidence of the County's ownership.

The costs of the additional right-of-way acquisition needed for the project, along with the design and construction costs, have been budgeted and approved for this project.

**Options:**

1. Approve the Keystone Court Maintenance Map for filing with the Clerk of Court (Attachment #1).
2. Do not approve the Keystone Court Maintenance Map for filing with the Clerk of Court.
3. Board direction.

**Recommendation:**

Option #1

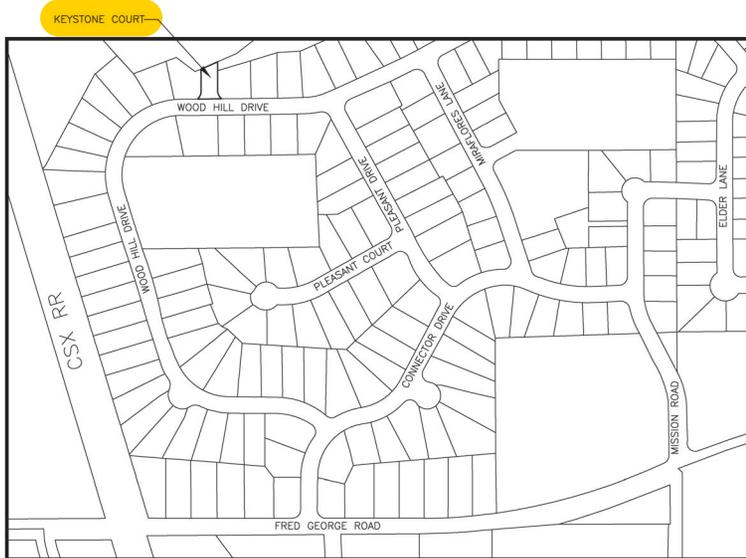
Attachments:

1. Maintenance Map
2. Location Map

## LOCATION MAP LEON COUNTY, FLORIDA

LEGEND (NOTE: NOT ALL ABBREVIATIONS NECESSARILY USED HEREON)

- |                              |  |
|------------------------------|--|
| N - NORTH                    | HORIZ. - HORIZONTAL  |
| S - SOUTH                    | WEST. - VERTICAL   |
| E - EAST                     | C.M.P. - CORRUGATED METAL PIPE   |
| W - WEST                     | R.C.P. - REINFORCED CONCRETE PIPE  |
| TNP - TOWNSHIP               | R/W - RIGHT-OF-WAY   |
| RNG - RANGE                  | T.O.B. - TOP OF BANK   |
| SEC - SECTION                | U/G - UNDERGROUND  |
| (F) - FIELD MEASUREMENT      | E.O.P. - EDGE OF PAVEMENT  |
| (C) - CALCULATED MEASUREMENT | E.O.R. - EDGE OF ROAD  |
| (D) - FROM FIELD INFORMATION | F.C.M. - FOUND CONCRETE MONUMENT   |
| DEED MEASUREMENT             | S.C.M. - SET CONCRETE MONUMENT   |
| ○ - TELEPHONE POLE           | FIP - FOUND IRON PIPE  |
| ○ - POWER POLE               | FIP - FOUND IRON PIPE  |
| ○ - LIGHT POLE               | FPF - FOUND PINCHED IRON PIPE  |
| ○ - SUPPORT POLE             | SIP - SET IRON PIN   |
| ○ - FIRE HYDRANT             | SNAC - SET NAIL & CAP  |
| ○ - GUY WIRE ANCHOR          | FNAC - FOUND NAIL & CAP  |
| □ - CONCRETE MONUMENT        | --- - FENCE LINE   |
| ○ - IRON PIN                 | --- - DEGREES, MINUTES, SECONDS  |
| ○ - SINGLE POST SIGN         | --- - INCHES   |
| ○ - SPIGOT                   | --- - FEET   |
| ○ - GUY POLE                 | R - RIGHT  |
| ○ - UTILITY POLE             | L - LEFT   |
| ○ - WATER VALVE              | DOC. NO. - DOCUMENT NUMBER   |
| ○ - WATER MAIN               | --- - NAIL & CAP   |
| ○ - TELEPHONE PEDESTAL       | --- - SECTION CORNER   |
| ○ - CENTERLINE               | (11) - (TYPICAL) LAST THREE DIGITS OF LEON COUNTY PROPERTY APPRAISER'S PARCEL I.D. # |
| ○ - BASELINE                 | P.O.B. - POINT OF BEGINNING  |
| ○ - CENTRAL ANGLE (DELTA)    | P.O.C. - POINT OF COMMENCEMENT   |
| ○ - RADIUS OF CURVE          | FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION  |
| ○ - DEGREE OF CURVE          | R - ROAD   |
| ○ - ARC LENGTH OF CURVE      | (P) - PLAT MEASUREMENT   |
| ○ - TANGENT DISTANCE         | FIPAC - FOUND IRON PIPE WITH SURVAYORS REGISTRATION NUMBER ON CAP                    |
| ○ - LONG CHORD               | FIPAC - FOUND IRON PIN WITH SURVAYORS REGISTRATION NUMBER ON CAP                     |
| ○ - EXTERNAL DISTANCE        | FPF - FOUND PINCHED IRON PIPE  |
| ○ - POINT OF INTERSECTION    | CONC. - CONCRETE   |
| ○ - POINT OF CURVE           | MRW - MAINTAINED RIGHT-OF-WAY  |
| ○ - POINT OF COMPOUND CURVE  | FRB - FOUND REBAR  |
| ○ - POINT OF TANGENT         | CALC. - CALCULATED PROPERTY CORNER   |
| ○ - DISTANCE                 | R - RADIAL STATION FROM SURVEY BASELINE TO LIMITS OF MAINTAINED RIGHT-OF-WAY         |
| ○ - END OF SURVEY            | G.P.S. - GLOBAL POSITIONING SYSTEM   |
| ○ - BEGINNING OF SURVEY      | L.B. - LAND BUSINESS LICENCE   |
| ○ - WATER VALVE              | OR - OFFICIAL RECORD BOOK  |
| ○ - RAILROAD IRON            | PG - PAGE  |
| ○ - PROPERTY LINE            | REF - REFERENCE  |
| ○ - CHORD BEARING            | RLS - REGISTERED LAND SURVEYOR   |
| ○ - CHORD DISTANCE           | STA. - STATION   |
| ○ - TANGENT TO CURVE         | TLC - TALLAHASSEE-LEON COUNTY  |
|                              | ACQ - ACQUISITION  |
|                              | APPROX. - APPROXIMATE  |
|                              | C.O.T. - CITY OF TALLAHASSEE   |
|                              | DB - DEED BOOK   |



SECTION 8, TOWNSHIP-1-NORTH, RANGE-1-WEST



**CERTIFICATIONS**

THIS IS TO CERTIFY THAT THE WITHIN AND ATTACHED SHEETS NUMBERED 1 TO 2 INCLUSIVE, CONSTITUTE A TRUE COPY OF THE OFFICIAL MAINTENANCE MAP SHOWING LOCATION AND SURVEY BY THE LEON COUNTY DEPARTMENT OF PUBLIC WORKS FOR KEYSTONE COURT LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AS LISTED ON THIS SHEET.

THE PROPERTY WITHIN THE LINES SHOWN THUSLY AND LABELED EDGE OF PAVEMENT MAINTAINED RIGHT-OF-WAY LINE ON THE SAID SHEETS HAS BEEN VESTED IN LEON COUNTY, PURSUANT TO THE PROVISIONS OF SECTION 95.561(2) FLORIDA STATUTES.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF LEON COUNTY, AT TALLAHASSEE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2019.

DATE \_\_\_\_\_ JIMBO JACKSON, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA

ATTESTED BY: \_\_\_\_\_ GWEN MARSHALL  
CLERK OF THE COURT,  
LEON COUNTY, FLORIDA

**RECORDING INFORMATION**

ACCEPTED FOR FILES AND RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019 IN ROAD PLAT BOOK \_\_\_\_\_; PAGE \_\_\_\_\_.

GWEN MARSHALL, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

**SPECIAL PURPOSE SURVEY CERTIFICATION**  
CERTIFIED EXCLUSIVELY TO THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND IS A CORRECT REPRESENTATION OF THE MAINTAINED RIGHT-OF-WAY FOR KEYSTONE COURT FROM PARCEL 210875 80330 TO PARCEL 210875 ED010. THIS MAP REFLECTS THE MAINTAINED RIGHT-OF-WAY AS DEPICTED BY A FIELD SURVEY PERFORMED BY LEON COUNTY. DEPT. OF PUBLIC WORKS. FIELD SURVEY DATE: 10/18/2018.

NOTE: NOT VALID UNLESS SIGNED AND EMBOSSED WITH THE SURVEYORS SEAL

DATE \_\_\_\_\_ JOSEPH D. COLEMAN P.S.M.  
COUNTY SURVEYOR  
CERTIFICATE NO. 5590  
LEON COUNTY DEPARTMENT OF PUBLIC WORKS

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

THIS IS TO CERTIFY THAT THE RIGHT-OF-WAY LIMITS AS SHOWN ON THIS MAP CONSISTING OF SHEETS 1 THRU 2, HAVE BEEN REGULARLY MAINTAINED OR REPAIRED FOR THE IMMEDIATE PAST SEVEN (7) YEARS BY LEON COUNTY, FLORIDA, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA.

ROAD NAME: KEYSTONE COURT

DATE \_\_\_\_\_ CHARLES WU, P.E.  
CERTIFICATE NO. 47518  
DIRECTOR OF ENGINEERING SERVICES  
LEON COUNTY DEPARTMENT OF PUBLIC WORKS

DATE \_\_\_\_\_ ANDREW RILEY  
DIRECTOR OF OPERATIONS  
LEON COUNTY DEPARTMENT OF PUBLIC WORKS

**NOTES:**

- LAST DATE OF FIELD SURVEY: OCTOBER 18, 2018
- LIMITS OF MAINTAINED RIGHT-OF-WAY MEASURED BY METES AND BOUNDS.
- NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON
- BEARING BASE S89°28'53"W NORTH RIGHT-OF-WAY OF WOOD HILL DRIVE.
- ALL MONUMENTS LOCATED BY METES AND BOUNDS.

**REFERENCES**

- DEEDS OF RECORDS, RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA
- PLANTATION WOODS RECORDED IN PLAT BOOK 8, PAGE 31 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA

**NOTE**

THIS DRAWING REPRESENTS THE LIMITS OF MAINTENANCE OF KEYSTONE COURT BY THE LEON COUNTY PUBLIC WORKS DEPARTMENT BY METES AND BOUNDS.

**LEON COUNTY**  
DEPARTMENT OF PUBLIC WORKS

2280 MICCOSUKEE ROAD, TALLAHASSEE, FLORIDA 32308  
PHONE (850)606-1500 • FAX (850)606-1501

DRAWN BY	DK	CAD FILE NO.	KEYSTONE@MICCOSUKEE
CHECKED BY	JC	STATUS	
DATE OF SURVEY	10/18/2018	FIELD BOOK	508-18
SCALE		PLOT DATE	10/30/2018
SCALE IN U.S. FEET		VERTICAL DATUM	

REVISIONS	REVISIONS

PROJECT

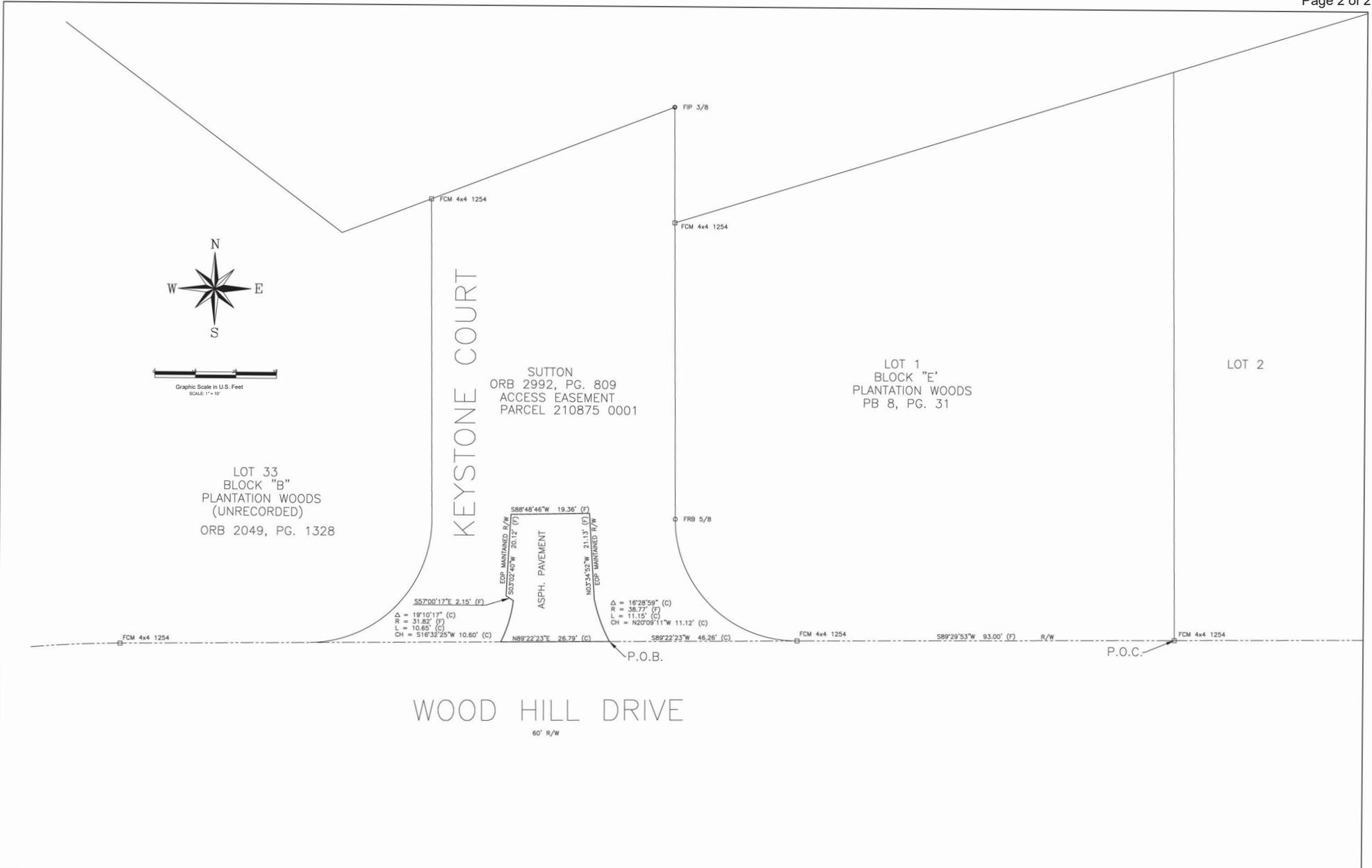
KEYSTONE COURT

SHEET TITLE

MAINTENANCE MAP

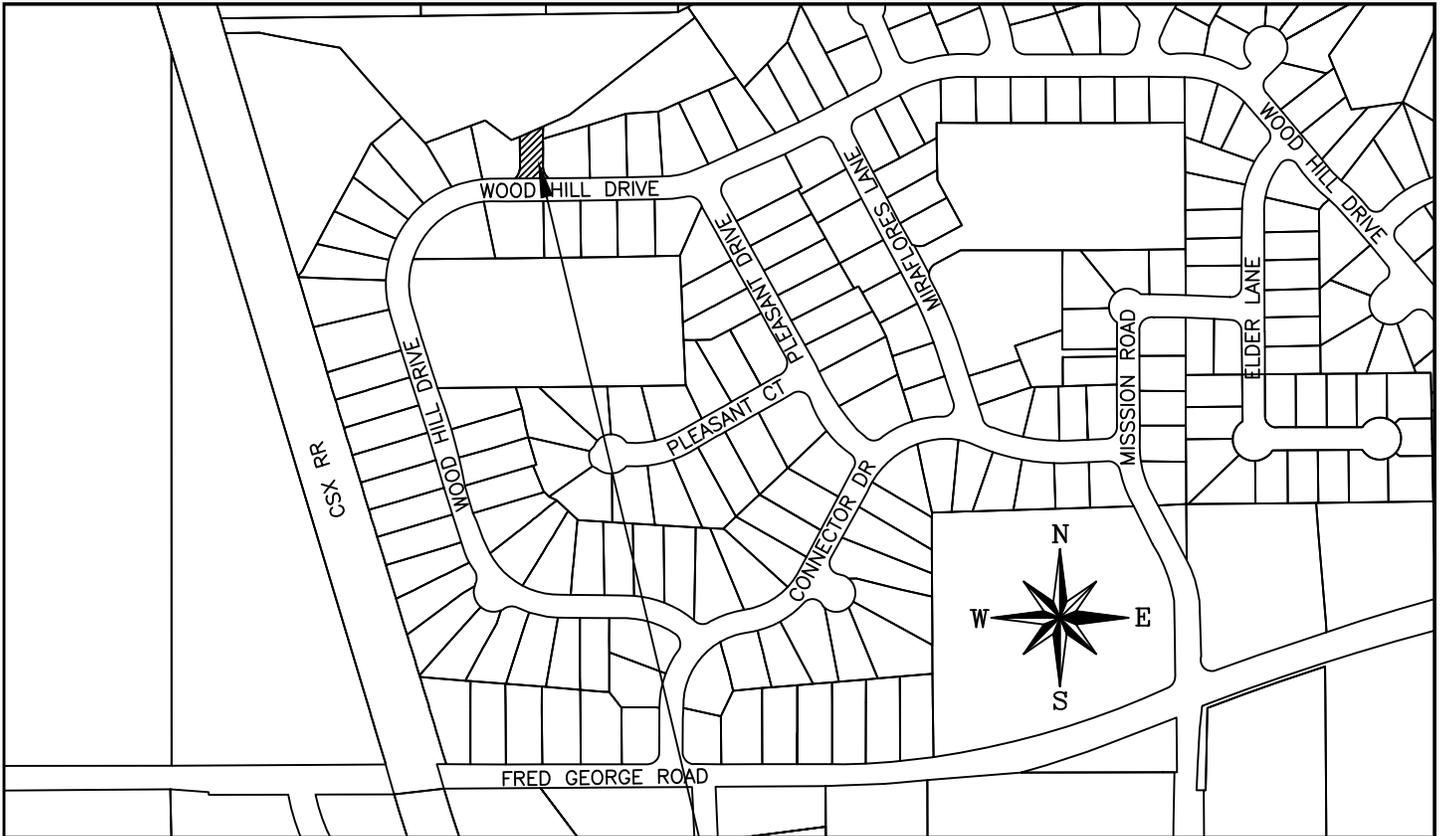
SHEET NUMBER

1 OF 2



Graphic Scale in U.S. Feet  
SCALE 1" = 10'

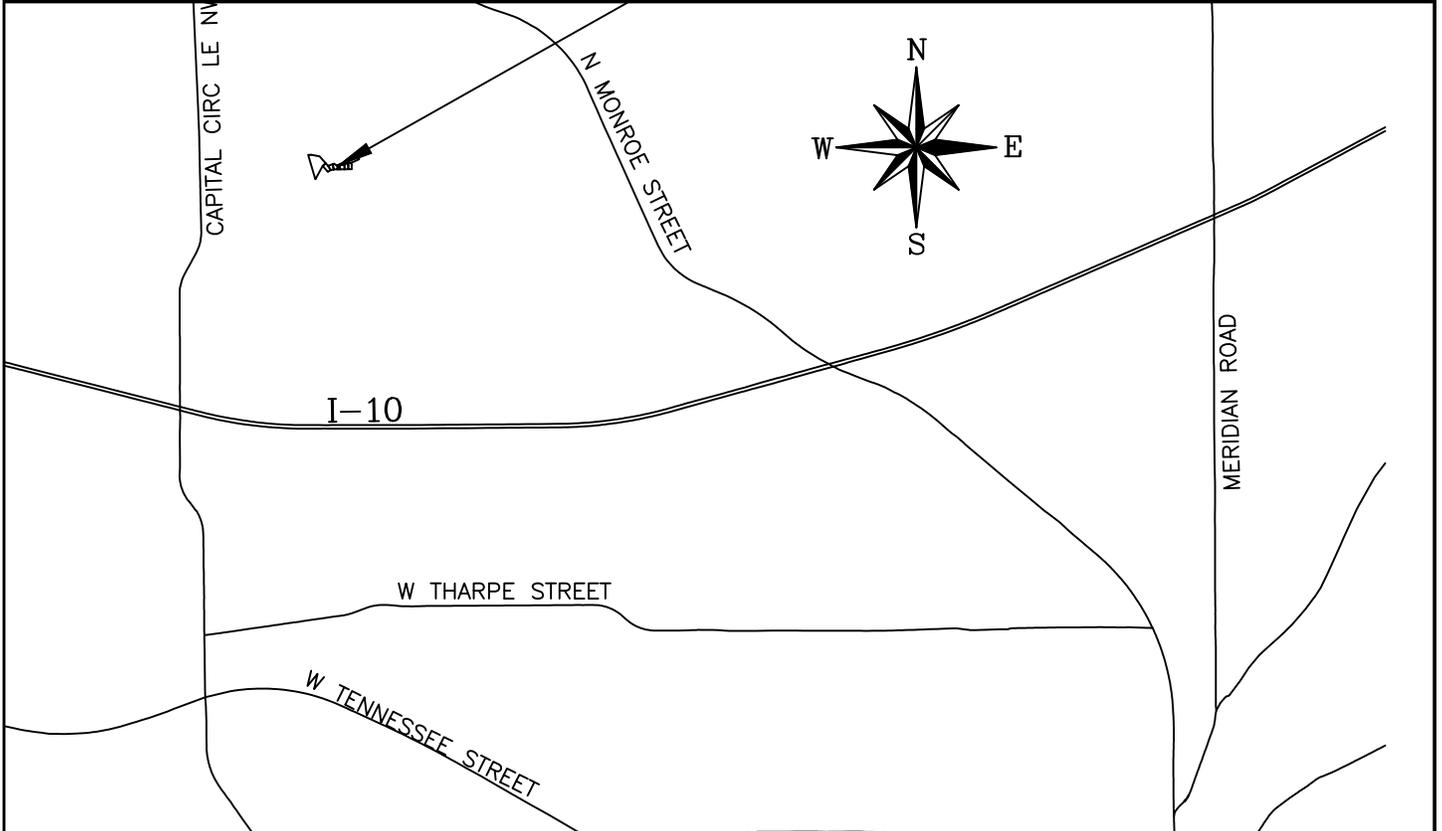
<p>LEON COUNTY DEPARTMENT OF PUBLIC WORKS</p>	2280 MICCOSUKEE ROAD, TALLAHASSEE, FLORIDA 32308 PHONE (850)608-1500 • FAX (850)608-1501		DRAWN BY: DK CHECKED BY: JC	CAD FILE NO.: KEYSTONE.MDW.DWG STATUS:	REVISIONS:	REVISIONS:	PROJECT:	SHEET TITLE:	SHEET NUMBER:
			DATE OF SURVEY: 10/18/2018 SCALE: 1" = 10' SCALE IN U.S. FEET	FIELD BOOK: 508-18 PLOTT DATE:			KEYSTONE COURT	MAINTENANCE MAP	2 OF 2
				VERTICAL DATUM:					



### SITE MAP

SCALE 1" = 500'

### KEYSTONE COURT



### LOCATION MAP

SCALE 1" = 5000'

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Agenda Item #9

February 12, 2019

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

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

**Title:** Status Update on the Federal Government Shutdown

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

**Statement of Issue:**

This agenda item provides a status update on the federal government shutdown.

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Accept the status update on the federal government shutdown and take no further action.

## **Report and Discussion**

### **Background:**

At the January 22, 2019 meeting, the Board directed staff to prepare a resolution supporting the conclusion of the federal government shutdown and reopening of federal agencies. More recently on January 25, 2019, the White House and Congress passed an agreement to open the federal government for three weeks to provide additional time for negotiations.

### **Analysis:**

On December 22, 2018, a partial federal government shutdown went into effect after the White House and Congress failed to reach an agreement on the seven remaining appropriation bills prior to the expiration of the previous funding authorization. As a result of a lapse in funding for the agencies within those unresolved bills, several unfunded federal agencies were required to discontinue all non-essential discretionary functions until the restoration of appropriations.

At the time of the January 22 Board meeting, the outcome of the final appropriation bills had yet to be resolved. In response, the Board directed staff to prepare a resolution supporting the conclusion of the federal government shutdown and reopening of the federal agencies impacted. Since that time, the White House and Congress passed an agreement to open the federal government until February 15, 2019 to provide additional time to reach a final spending agreement. Staff will continue to monitor negotiations over the upcoming weeks and apprise the Board with updates as appropriate.

### **Options:**

1. Accept the status update on the federal government shutdown and take no further action.
2. Do not accept the status update on the federal government shutdown.
3. Board direction.

### **Recommendation:**

Option #1

**Leon County  
Board of County Commissioners**

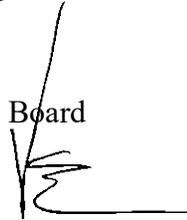
**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Agenda Item #10

February 12, 2019

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

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

**Title:** Agreement Between Leon County and BMG Money, Inc. for the Loans At Work Program

---

---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Candice Wilson, Director, Human Resources
<b>Lead Staff/ Project Team:</b>	Paula DeBoles-Johnson, Employee Engagement and Performance Manager Mary Barley, Health and Well Being Coordinator

### **Statement of Issue:**

This item seeks Board approval to renew an agreement with BMG Money Inc. to continue offering emergency loans to County employees through the Loans At Work Program.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Approve the piggybacking of the City of Miami's contract (RFP-727382(23)), with BMG Money, Inc. for the Loans At Work program (Attachment #2) and authorize the County Administrator to execute the corresponding Agreement between Leon County and BMG Money, Inc. (Attachment #1).

## **Report and Discussion**

### **Background:**

This item recommends renewing an agreement with BMG Money, Inc. to continue offering emergency loans to County employees. Since the inception of the program in 2015, 132 employees or 16% of County employees have utilized the Loans At Work program. Employee feedback for the program has been extremely positive including the ease of working with BMG Money, Inc.

In 2015, the County piggybacked on a competitively awarded bid from the City of Miami and approved an agreement with BMG Money Inc. As result of a new Request for Proposals (RFP), the City of Miami issued a new contract to BMG Money Inc. (Attachment #2) which replaces their existing contract. It is recommended that the County piggyback on the City of Miami's newly competitively bid agreement, which is authorized by Leon County's Purchasing guidelines.

As an employer, Leon County has a long history of providing support to its employees beyond the traditional medical, dental and life insurance benefits. However, before the Loans At Work program was approved, there had been no mechanism through which the County could assist employees when they experienced a financial crisis. Through BMG's Loans St Work program, financially stressed employees have been able to borrow and repay funds through an avenue that would otherwise been closed to them.

### **Analysis:**

The Loans At Work program is a payroll deducted, direct-to-consumer loan, designed for employees who do not have access to traditional credit options, such as banks, credit unions, credit cards, deferred compensation and/or retirement accounts. These loans are unsecured and based on the following:

- Employee's employment
- Employee's bi-weekly net take-home pay; and
- The ability for the employee to repay the loan

Through the BMG Money Loans At Work program, an employee:

- May borrow a minimum of \$500 to a maximum of \$5,000 with interest computed daily and based on the amount of the loan at a fixed interest rate of 23.99%
- Selects their repayment period, at either 6, 12, 18, or 24 months; and
- Can pay off loan(s), in full or partially, at any time with no prepayment penalties.

Although the program does not verify the employee's credit, it does, however, provide the opportunity to build good credit as the loans are reported to the credit reporting agencies when paid off. If the employee separates from County employment, that employee is fully responsible for the full repayment of the loan with the County bearing no responsibility or liability for the repayment of the loan. Therefore, there is no risk or cost to the County for the Loans At Work program. Minimal support from Human Resources, to verify employee employment information, is the only requirement from the County.

The Loans At Work loans are not considered payday loans and have a much lower, long-term interest rate than payday loan companies. As noted in the table below, BMG's loans have a significantly lower interest rate than all local pay day loan companies.

**Pay Day Loan Companies in Tallahassee, FL**

<b>Name of Company</b>	<b>Maximum Loaned</b>	<b>Interest Rate</b>
Advance America	\$500	286.78%-391.07%
ACE Cash Express	\$500	286.79%-391.07
Fast Payday Loans, Inc.	\$500	286.79%-391.07
BMG Money, Inc.	\$5000	23.99%

BMG Money offers all eligible active full-time and part-time employees voluntary employee emergency loans through this program. It provides employees the opportunity to obtain funds they may need to cover unexpected or emergency expenses. In addition, BMG offers consumer counseling for its applicants through its FDIC Smart Money program online or in person. According to BMG, loan payments are under 20% of take-home pay. As the employee maneuvers through BMG's electronic application process, they will be required to complete a budget and a variety of information to ensure the employee can afford the loan for which they are applying. The website also encourages the applicant to seek funds through a bank or credit union first for a lower rate if possible. Although a conventional loan with a credit union or a bank may have a lower interest rate, it requires the applicant to have a favorable credit rating. For some people, this limits their ability to qualify for conventional loans.

The Loans At Work program has become popular with a number of governmental agencies, as reflected in the attached list of BMG's governmental clients (Attachment #3).

As result of a new Request for Proposals (RFP), the City of Miami issued a new contract, RFP-727382(23) (Attachment #2), which replaces expired contract RFP-391314(17). BMG was awarded this contract and as such, approval of this item renews the Loans At Work program for Leon County. The County will piggyback on the City of Miami's competitively bid agreement, which is in within Purchasing Divisions guidelines.

**Options:**

1. Approve the piggybacking of the City of Miami's contract (RFP-727382(23)), with BMG Money, Inc. for the Loans At Work program (Attachment #2) and authorize the County Administrator to execute the corresponding Agreement between Leon County and BMG Money, Inc (Attachment #1).
2. Do not approve the Agreement between Leon County and BMG Money, Inc. to participate in its Loans At Work program.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Leon County Government Agreement with BMG Money, Inc.
2. City of Miami RFP-727382(23) Term Contract for Loans At Work program to BMG Money, Inc. of Miami, Fl. (Exhibit A)
3. Loans at Work Employer Client List

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made and entered into as of this February \_\_\_\_, 2019, by and between Leon County, Florida, a political subdivision of the State of Florida (hereinafter the “County”) and **BMG Money, Inc. (“Vendor”)**, under the terms and conditions hereinafter provided. The County and Vendor agree as follows:

1. On February 12, 2019, at a regularly scheduled Leon County Board of County Commissioner’s Meeting, County staff recommended that the Board of County Commissioners (the “Board”) authorize the County to piggyback the City of Miami RFP-727382(23) – Term Contract for “Loans At Work” program to BMG Money, Inc. of Miami, Florida (the “Original Government Contract”), as more fully described in the Cover Sheet for Agenda #10. Thereafter, the Board authorized the piggyback of the Original Government Contract.
2. The Original Government Contract is incorporated herein by reference and is attached as “Exhibit A” to this Agreement. All of the terms and conditions set out in the Original Government Contract are fully binding on the parties and said terms and conditions are incorporated herein.
3. Notwithstanding the requirement that the Original Government Contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the Original Government Contract as applied to this Agreement between the Vendor and the County, as follows:
  - a. Time Period (“Term”): The term of this Agreement shall commence on the date set forth below, and the term of the Original Government Contract as applied to this Agreement shall commence on the date hereof.
  - b. Address Change for the County: Notwithstanding the address and contact information for the government entity as set out in Exhibit A, the Vendor agrees that it will send notices and will conduct all business with the County attention of the County Administrator, at Leon County, 301 South Monroe Street, Tallahassee, Florida 32301. The County Administrator’s designated contact for this contract is Mary Barley, Health and Well-Being Coordinator, Leon County, 315 South Calhoun Street, Tallahassee, Florida 32301, 850-606-2427, [barleym@leoncountyfl.gov](mailto:barleym@leoncountyfl.gov).

- c. Notwithstanding anything in Exhibit A to the contrary, the venue of any dispute will be in Leon County, Florida. Litigation between the parties arising out of this contract must be in Leon County, Florida in a court of appropriate jurisdiction.
- d. All other provisions in the Original Government Contract (Exhibit A) are fully binding on the parties and will represent the agreement between the County and the Vendor.

**WHERETO**, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

Entered this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LEON COUNTY, FLORIDA**

**BMG MONEY, INC.**

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

By: \_\_\_\_\_  
President or designee  
Printed  
Name \_\_\_\_\_

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

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

**Exhibit A**

City of Miami Contract Award, RFP-727382(23) – June 1, 2018 Through May 31, 2021

# City of Miami

## CONTRACT AWARD

### Procurement Department

RFP NO.: 727382(23)  
DESCRIPTION: EMPLOYEE VOLUNTARY LOAN PROGRAM  
CONTRACT PERIOD: JUNE 1, 2018 THROUGH MAY 31, 2021  
TERM OF CONTRACT: THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO  
(2) ADDITIONAL ONE-YEAR PERIODS  
COMMODITY CODE: 958

#### SECTION #1 – VENDOR AWARD

**BMG Money, Inc.**  
1221 Brickell Avenue, Suite 1170  
Miami, FL 33131  
**Contact:** Thomas McCormick  
**Phone:** (305) 428-2580  
**Cell:** (305)675-2962  
**Email:** [info@bmgmoney.com](mailto:info@bmgmoney.com)

#### SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE:	APR 12, 2018	AMENDED AMOUNT:	N/A
RESOLUTION NO:	18-0137	INSURANCE REQUIREMENTS:	YES
ANNUAL CONTRACT AMOUNT:	N/A	PERFORMANCE BOND:	N/A
		APPLICABLE ORDINANCES:	N/A

**Note:** Funds allocated from the various sources of funds from the user departments and agencies, subject to availability of funds and budgetary approval at the time of need.

#### SECTION #3 – REQUESTING DEPARTMENT

**RISK MANAGEMENT**  
Contract Administrator: Gisela Rodriguez  
Phone: (305) 416-1733

#### SECTION #4 – PROCURING AGENCY

CITY OF MIAMI, PURCHASING DEPARTMENT  
**Buyer:** Charles Johnson  
**Phone:** (305) 416-1924  
**Fax:** (305) 416-1925

**Prepared By:** Cris Lima, 5/18/2018

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION  
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:  
[www.miamigov.com/procurement](http://www.miamigov.com/procurement)

Initials: 



**Miami  
FL**

ADOPTED WITH  
MODIFICATION(S)  
Apr 12, 2018 9:00 AM

**Resolution  
R-18-0137**

**A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING THE PROPOSAL RECEIVED NOVEMBER 20, 2017 PURSUANT TO REQUEST FOR PROPOSALS NO. 727382 FROM BMG MONEY, INC., A FOREIGN PROFIT CORPORATION, TO PROVIDE AN EMPLOYEE VOLUNTARY LOAN PROGRAM FOR THE CITY OF MIAMI'S EMPLOYEES FOR AN INITIAL PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NEGOTIATED PROFESSIONAL SERVICES AGREEMENT ("PSA"), IN SUBSTANTIALLY THE ATTACHED FORM; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS AND BUDGETARY APPROVAL HAVING BEEN PREVIOUSLY MADE, AND IN COMPLIANCE WITH APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING, WITHOUT LIMITATION, THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH APPLICABLE REGULATIONS, AS MAY BE NECESSARY FOR SAID PURPOSE.**

Information

**Department:** Department of Risk Management  
**Sponsors:**  
**Category:** Other

Attachments

- Agenda Summary and Legislation
- 3775 Exhibit
- 3775 Memo - Award Recommendation
- 3775 Letter to Proposers
- 3775 Survey
- 3775 Memo - Manager's Approval
- 3775 Evaluation Report
- 3775 Memo - Evaluation Committee
- 3775 Corporate Detail
- 3775 Bid Response
- 3775 Request for Proposal

Financial Impact

No fiscal impact to the City

Body/Legislation

WHEREAS, on October 26, 2017, the Department of Procurement ("Procurement") issued Request for Proposals ("RFP") No. 727382, on behalf of the Department of Risk Management ("Risk") to secure a qualified and experienced firm for the provision of an employee voluntary loan program ("Program") for the City of Miami's ("City") employees; and

WHEREAS, on November 20, 2017, one (1) proposal was received by the Office of the City Clerk in response to the RFP; and

WHEREAS, on December 15, 2017 and January 12, 2018, the Evaluation Committee ("Committee") appointed by the City Manager convened to discuss and evaluate the sole responsive proposal following the guidelines established within the RFP, and recommended BMG Money, Inc., a foreign profit corporation ("BMG"), for negotiations; and

WHEREAS, on January 22, 2018, the City Manager concurred with the recommendation of the Committee and authorized Procurement to enter into negotiations with BMG for a Professional Services Agreement ("PSA") for the provision of the Program; and

WHEREAS, Procurement and a designated negotiating team have successfully completed negotiations with BMG and have recommended to the City Manager the execution of a PSA with BMG;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA;

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The Proposal received November 20, 2017, pursuant to RFP No. 727382 from BMG, for the provision of the Program, for an initial period of three (3) years, with the option to renew for two (2) additional one (1) year periods, is accepted.

Section 3. The City Manager is authorized<sup>[1]</sup> to execute the negotiated PSA, in substantially the attached form.

Section 4. The City Manager is further authorized<sup>1</sup> to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and budgetary approval having been previously made, and in compliance with applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, without limitation, the City of Miami's Procurement Ordinance, Anti-Deficiency Act and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with applicable regulations, as may be necessary for said purpose.

Section 5. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.<sup>[2]</sup>

[1] The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

[2] If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

## Meeting History

---

**Apr 12, 2018 9:00 AM Video**      **City Commission**      **Regular Meeting**       **Draft**

**RESULT:**      **ADOPTED WITH MODIFICATION(S) [UNANIMOUS]**  
**MOVER:**      Ken Russell, Vice Chair  
**SECONDER:**      Manolo Reyes, Commissioner, District Four  
**AYES:**      Keon Hardemon, Ken Russell, Wifredo (Willy) Gort, Joe Carollo, Manolo Reyes

**PROFESSIONAL SERVICES AGREEMENT****BY AND BETWEEN THE CITY OF MIAMI****AND****BMG MONEY, INC. (PROVIDER)**

This Professional Services Agreement ("Agreement") is entered into this 1st day of June, 2018 ("Effective Date"), by and between the City of Miami, a municipal corporation of the State of Florida, whose address is 444 S.W. 2nd Avenue, 10th Floor, Miami, Florida 33130 ("City"), and, BMG Money, Inc., a corporation, qualified to do business in the State of Florida whose principal address is 1221 Brickell Avenue, Suite 1170, Miami, Florida 33131, hereinafter referred to as the ("Provider").

**RECITAL**

WHEREAS, the City issued a Request for Proposals No. 727382 on October 26, 2017 ("the RFP"), attached hereto, incorporated hereby as Exhibit "A", for the provision of an Employee Voluntary Loan Program (Services), as more fully set forth in the Scope of Work ("Scope") attached hereto as Exhibit "B" for the City's Risk Management Department. The Scope as described herein, and Provider's proposal ("Proposal") is attached hereto, incorporated hereby, and made part of hereof as Exhibit "C". In response to said Proposal, Provider has been selected as the most qualified Proposer for the provision of the Services. The RFP and the Proposal are sometimes referred to herein, collectively, as the Solicitation Documents, and are by this reference incorporated into and made a part of this Agreement; and

WHEREAS, this Professional Services Agreement ("Agreement") was included in the RFP with a statement that it would require execution by the Successful Proposer selected as the Provider; and

WHEREAS, the Evaluation/Selection Committee appointed by the City Manager determined that the Proposal submitted by the Provider was responsive to the RFP requirements and recommended that the City Manager negotiate a contract with the Provider; and

WHEREAS, the City wishes to engage the Services of the Provider, and the Provider wishes to perform the Services for the City; and

WHEREAS, the City and the Provider desire to enter into this Agreement under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, Provider and the City agree as follows:

### TERMS

**1. RECITALS AND INCORPORATIONS; DEFINITIONS:**

A. The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. The City's Request for Proposals ("RFP") is hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit "A." The Scope of Services is hereby incorporated into and made a part of this Agreement and attached as Exhibit "B." The Provider's Response and Pricing Proposal dated, November 20, 2017, in response to RFP 727382, is hereby incorporated into and made a part of this Agreement as attached Exhibit "C." The Provider's Insurance Certificate is hereby incorporated into and made a part of this Agreement as attached Exhibit "D. The order of precedence whenever there is conflicting or inconsistent language between documents is as follows: (1) Professional Services Agreement, including Scope of Services and Price Schedules, all Exhibits, (2) any other relevant agreements expressly referenced and attached as Exhibits the Agreement (such as an Agreement between the City, and the Provider); (3) RFP No. 727382 and any associated addenda and attachments thereof; and (4) Provider's response to the RFP dated November 20, 2017, acknowledging scope of services and pricing component of services and, response to the Request for Proposals.

**2. TERM:**

The Agreement shall become effective on the date on the first page of this Agreement, and shall be for an initial term of three (3) years. The City Manager shall have the option to administratively extend the Agreement as is needed in the opinion of the City Manager for a period of one hundred and twenty (120) days, and/or the option to renew the Agreement as provided in Section 3, or to terminate the Agreement for convenience, that is, for any or no cause, as provided in Section 14, City's Termination Rights.

**3. OPTION TO RENEW:**

The City Manager shall have two (2) option(s) to renew the term hereof for a period of one (1) year each, subject to availability and appropriation of funds. City Commission approval shall not be required for the above stated renewal terms. The total term of the Agreement inclusive of all renewals would be five (5) years.

**4. SCOPE OF SERVICES:**

**A.** Provider agrees to provide the Services as specifically described, and under the special terms and conditions set forth in Exhibits "A" and "B" hereto, which by this reference is incorporated into and made a part of this Agreement.

**B.** Provider represents and warrants to the City that: (i) it possesses all qualifications, licenses, certificates, degrees, authorizations, and expertise required for the performance of the Services under this Agreement, including but not limited to full qualification to do business in Florida; (ii) it is not delinquent in the payment of any sums due the City, including payment of permits, fees, occupational licenses, etc., nor in the performance of any obligations or payment of any monies to the City or presently in default of any contract it has with the City, or in presently in default of any contract with the State of Florida or any political subdivision of the State, or of any contract with a Public School Board or Special District of the State of Florida (collectively "Florida Public Agencies") nor has it been debarred or suspended under applicable laws and regulations by any of the foregoing Florida Public Agencies ; (iii) all personnel assigned to

perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner described in Exhibit "A"; and (v) each person executing this Agreement on behalf of Provider has been duly authorized to so execute the same and fully bind Provider as a party to this Agreement.

**C.** Provider shall at all times provide fully qualified, competent and physically capable employees to perform the Services under this Agreement. Provider shall possess and maintain any required licenses, permits, degrees, and certifications to perform the Services under this Agreement. City may require Provider to remove any employee the City deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued services under this Agreement is not in the best interest of the City.

**5. COMPENSATION:**

**A.** The amount of \$0.00 in compensation shall be payable by the City to Provider. The Provider warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Provider deemed necessary in order to determine the price of Services. The City will not directly compensate the Provider for any Work or Services performed under this Agreement, including all costs associated with such Work and Services. There shall be no compensation, fee, charge, cost, or expenditure of any kind to the City arising or connected to this Agreement. Such Services will be compensated with the earnings earned from the loans as referenced in Appendix B, Scope of Services, which by this reference is incorporated into this Agreement.

**B.** All changes and/or modifications to this Agreement shall be approved in advance and in writing by the Office of the City Attorney as to legal form and correctness, and executed in writing by the City and the Provider.

**G.** Interest Rate shall remain firm and fixed for the term of the Agreement, including any renewal or extension periods; however, the Provider may offer incentive discounts to the City at any time during the term of Agreement, including any renewals or extensions thereof.

H. All[OLI] of the benefits and terms granted by Provider herein are at least as favorable as the benefits and terms granted by Provider to any previous State, City, municipality for the Services described in this Agreement. Should Provider enter into any subsequent agreement with any other State, City, municipality, which provides for benefits or terms more favorable than those contained in this Agreement, then this Agreement shall be deemed to be modified to provide the City with those more favorable benefits and terms. Provider shall notify the City promptly of the existence of such more favorable benefits and terms and the City shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the City, Provider shall amend this Agreement to contain the more favorable terms and conditions.

**6. OWNERSHIP OF DOCUMENTS:**

Provider understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Provider, its employees, or any Subcontractor, or which is otherwise obtained or prepared by Provider solely and exclusively for the City, and not already established in the public domain at the time obtained, pursuant to or under the terms of this Agreement, is and shall always remain the property of the City. Provider agrees not to use any information, document, report, or material produced exclusively for the City for any other purpose whatsoever without the written consent of City Manager, which may be withheld or conditioned by the City Manager in his/her sole discretion. Provider is permitted to make and to maintain duplicate copies of the files, records, documents, etc., if Provider determines copies of such records are necessary after the termination of this Agreement; however, in no way shall the confidentiality as permitted by applicable law be breached. The City shall maintain and retain ownership of all work product provided by the Provider to the City, including without limitation, documents reports, and data which result upon the completion of the work and Services under this Agreement as per the terms of this Section. The Provider will retain

ownership solely of pre-existing original boilerplate documents not produced exclusively for the City.

**7. AUDIT AND INSPECTION RIGHTS AND RECORDS RETENTION:**

**A.** Provider agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and/or records of Provider which are directly pertinent to this Agreement, for audit, examination, excerpts, and transcripts. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Provider under this Agreement, audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books, documents, papers, and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement, and all other pending matters are closed. All audits shall be subject to and made in accordance with the provisions of Section 18-102 and all inspections made in accordance with the provisions of Section 18-101 the Code of the City of Miami, Florida, as same may be amended or supplemented from time to time, which are deemed as being incorporated by reference herein. Provider's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this Agreement by the City. Notwithstanding, the foregoing shall not relate to Provider's internal work papers and communications, proprietary information, source code or other software and related specifications.

**B.** The City may, at reasonable times during the term hereof, inspect Provider's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Provider shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in

accordance with, the provisions of Section 18-100 a and 18-101 of the Code of the City of Miami, Florida, as same may be amended or supplemented, from time to time, with Provider's consent which shall be freely given and not withheld, refused or delayed.

**8. AWARD OF AGREEMENT:**

Provider represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person (other than Provider's employees) any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

**9. PUBLIC RECORDS:**

**A.** The Services provided hereunder and as more fully described in the Exhibits attached hereto are advisory and consulting in nature, and as such, Provider is not acting on behalf of a public agency (as defined in Section 119.0701(1)(a) and Section 119.011(2), Florida Statutes). The City is not subcontracting any services hereunder to Provider that the City would otherwise, ordinarily or necessarily perform. The City is not delegating any statutorily authorized function, any operation of a public obligation or the performance of any public purpose from itself to Provider under this Agreement.

**B.** The City is a public agency subject to Chapter 119, Florida Statutes. To the extent, and only to the extent, required by law, Provider shall comply with Section 119.0701, Florida Statutes, as same may be amended or supplemented, from time to time with Provider's consent and amendment hereto, as may be applicable. To the extent required by law, Provider shall: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; (4) meet all requirements

for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and, (5) provide all electronically stored public records that must be provided to the City in a format compatible with the City's information technology systems. Notwithstanding the foregoing, Provider shall be permitted to retain any public records that make up part of its work product solely as required for archival purposes, as required by law, or to evidence compliance with the terms of the Agreement.

C. Should Provider determine to dispute any public access provision required by Florida Statutes, then Provider shall do so at its own expense and at no cost to the City.

D. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT [PublicRecords@miamigov.com](mailto:PublicRecords@miamigov.com), OR REGULAR EMAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2<sup>nd</sup> Avenue, 9<sup>th</sup> FL, Miami, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.

10. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:**

Provider understands that agreements with local governments are subject to certain laws, codes, ordinances, rules and regulations as they may be amended from time to time, including, without limitation, laws pertaining to Fair Credit Reporting Act, consumer protection, laws pertaining to public records, conflict of interest, ethics, record keeping, etc. City and Provider agrees to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

**11. INDEMNIFICATION:**

Provider shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in the performance of this Contract. Provider shall further, hold the City, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the City its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Provider shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Provider to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Provider, or persons employed or utilized by Provider.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Section 725.08, Florida Statutes, as applicable and as amended.

Provider shall require all sub-consultant agreements to include a provision that each sub-consultant will indemnify the City in substantially the same language as this Section. The Provider agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Provider in which the City participated either through review or concurrence of the Provider's actions. In reviewing, approving or rejecting any submissions by the Provider or other acts of the Provider, the City, in no way, assumes or shares any responsibility or liability of the Provider or sub-consultant under this Contract.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Provider.

**12. DEFAULT:**

If Provider fails to comply with any term or condition of this Agreement, including, without limitation, failing to carry the required insurance coverage, or fails to perform any of its obligations hereunder, and fails to cure such default after reasonable notice from the City, then Provider shall be in default. Upon the occurrence of a default hereunder the City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to Provider while Provider was in default shall be immediately returned to the City.

Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the procurement of the Services, including consequential and incidental damages.

**13. RESOLUTION OF CONTRACT DISPUTES:**

Provider understands and agrees that all disputes between Provider and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000, the City Manager's decision shall be approved or disapproved by the City Commission. Provider shall not be entitled to seek judicial or arbitration relief unless: (i) it has first received City Manager's written decision, approved by the City Commission if the amount of compensation hereunder exceeds \$25,000, or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if City Manager's decision is subject to City Commission approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager. The adherence to this Section is a condition precedent to the institution of any civil action by the Provider against the City.

**14. CITY'S TERMINATION RIGHTS:**

**A.** The City, acting by and through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, and without penalty, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, the City shall pay to Provider payments for Services rendered prior to the effective date of termination. In no event shall the City be liable to Provider for any additional compensation and expenses incurred, other than that provided herein, or for any consequential or incidental damages. The Provider shall have no recourse or remedy against the City for a termination under this subsection except for payment of fees due prior to the effective date of termination.

**B.** The City, acting by and through its City Manager, shall have the right to terminate this Agreement, without notice to Provider, in its sole discretion, and without penalty, upon the occurrence of an event of default/breach hereunder, as described herein, and failure to cure the

same within thirty (30) days after written notice of default. In such event, the City shall not be obligated to pay any amounts to Provider for Services rendered by Provider after the date of the termination, but the City shall remain responsible for any payments that have become due and owing as of the effective date of termination.

C. The City shall pay to the Provider all compensation and expenses that have become due and owing at the time of termination prior to the release of any deliverables, reports, or data files.

**15. INSURANCE:**

A. Provider shall, always during the term hereof, maintain insurance coverage and limits of insurance as may be required by the City. The insurance coverage(s) required as of the Effective date of this Agreement are attached hereto as Exhibit "D", and incorporated herein by this reference. Notwithstanding the Insurance Requirements of Section 2.10 of the RFP, the coverage limits and terms indicated in the Insurance Certificate in Exhibit "D" are acceptable to the City for the term of the Agreement, including renewals and extensions. The City RFP number and title of the RFP must appear on each certificate of insurance. The Provider shall add the City of Miami as an additional insured to its commercial insurance policies. Provider shall update any insurance certificates upon renewal as requested by the City's Risk Management Administrator. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage shall be furnished to the City Risk Management Administrator on Certificates of Insurance indicating such insurance to be in force and effect and any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided. Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with the City.

B. If, in the judgment of the City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, the City

reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

**C.** Provider understands and agrees that insurance for each employee of Provider and each Subcontractor providing Services related to this Agreement shall be maintained in good standing and approved by the City Risk Management Administrator throughout the duration of this Agreement.

**D.** Provider shall be responsible for assuring that the insurance certificates required under this Agreement remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, Provider shall be responsible for submitting new or renewed insurance certificates to the City's Risk Management Administrator as soon as coverages are bound with the insurers. In the event that expired certificates are not replaced, with new or renewed certificates which cover the term of this Agreement and any extension thereof:

(i) the City shall suspend this Agreement until such time as the new or renewed certificate(s) are received in acceptable form by the City's Risk Management Administrator; or

(ii) the City may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from Provider in conjunction with the violation of the terms and conditions of this Agreement.

**E.** Compliance with the foregoing requirements shall not relieve Provider of its liabilities and obligations under this Agreement.

**16. NONDISCRIMINATION:**

Provider represents and warrants to the City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely because of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**17. ASSIGNMENT:**

The Provider's services are considered unique in nature and highly specialized. This Agreement shall not be assigned, sold, transferred, pledged, encumbered, hypothecated, or otherwise conveyed by the Provider, in whole or in part, and Provider shall not assign any part of its operations, without the prior written consent of the City Manager, which may be withheld, denied, or conditioned, in the City's sole discretion through the City Manager. .

**18. NOTICES:**

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier

**TO PROVIDER:**

**Thomas C. McCormick, Esq.**  
Chief Growth Officer  
BMG Money, Inc.  
1221 Brickell Avenue  
Suite 1170  
Miami, Florida 33131

**TO THE CITY:**

**Emilio T. Gonzalez, Ph.D.**  
City Manager  
3500 Pan American Drive  
Miami, Florida 33133

Victoria Méndez  
City Attorney  
City of Miami  
444 SW 2<sup>nd</sup> Avenue, 9<sup>th</sup> Floor  
Miami, Florida 33130

Ann-Marie Sharpe  
Risk Management Director  
City of Miami  
444 SW 2<sup>nd</sup> Avenue, 9<sup>th</sup> Floor  
Miami, Florida 33130

Annie Perez, CPPO  
Procurement Director  
444 SW 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor  
Miami, Florida 33130

**19. MISCELLANEOUS PROVISIONS:**

**A.** This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party shall bear its own attorney's fees. Each party waives any defense, whether asserted by motion or pleading, that these courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial or to file permissive counterclaims in actions between them arising out of the Agreement. .

**B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

**C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

**D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision,

paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

**E.** Provider shall comply with all applicable laws, rules and regulations in the performance of this Agreement, including but not limited to licensure, and certifications required by law for professional service Providers.

**F.** This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto. Except as otherwise set forth in Section 2 above, the City Manager shall have the sole authority to extend, amend, or modify this Agreement on behalf of the City.

**G.** City will make reasonable effort to obtain and transfer, in electronic form, to Provider that available information, data and documents needed for Provider's Services. The City agrees that all information, documents and data Providers requests for the requested services will be made available and transmitted in electronic form, that all such information, documents and data provided will be complete and accurate, that Provider will have the full cooperation of the City personnel, vendors and retirement systems, that the City will issue a representation letter from management concerning these matters, and that Provider may rely upon such information.

**H.** Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase all identical goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) and timeframe established herein, when permissible by federal, state, and local laws, rules, and regulations.

**20. SUCCESSORS AND ASSIGNS:**

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**21. INDEPENDENT PROVIDER:**

Provider has been procured and is being engaged to provide services to the City as an independent Provider, and not as an agent or employee of the City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Provider, its employees, or any Subcontractor hired by Provider to provide any Services hereunder, and Provider agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to the City under this Agreement, or to require Subcontractor(s) to provide, as applicable, workers' compensation insurance for any employee or agent of Provider rendering Services to the City under this Agreement. Provider further understands and agrees that Provider's or Subcontractors' use or entry upon City properties shall not in any way change its or their status as an independent Provider.

The Provider does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in this Agreement.

**22. CONTINGENCY CLAUSE:**

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of allocated and available funds, reduction or discontinuance of funds or change in laws, codes, rules, policies, program requirements, or regulations, upon thirty (30) days written notice to the Provider.

**23. REAFFIRMATION OF REPRESENTATIONS:**

Provider hereby reaffirms all the representations contained in the Solicitation Documents.

**24. CITY NOT LIABLE FOR DELAYS:**

Provider hereby understands and agrees that in no event shall the City be liable for, or responsible to Provider or any Subcontractor, or to any other person, firm, or entity for or

because of any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control.

**25. CONFIDENTIALITY**

**A.** All Developed Works and other materials, data, transactions of all forms, financial information, documentation, and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the Provider or its Subcontractors in the course of the performance of such Services, or the results of such Services, or which the City holds the proprietary rights, constitute confidential information and may not, without the prior written consent of the City, be used by the Provider or its employees, agents, or Subcontractors for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Provider nor its employees, agents, or Subcontractors may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such confidential information without the prior written consent of the City. Additionally, the Provider expressly agrees to be bound by and to defend, indemnify and hold harmless the City, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

**B.** The Provider shall advise each of its employees, agents, and Subcontractors who may be exposed to such confidential information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the confidential information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Provider agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the confidential information.

**C.** It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such

breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the Provider shall immediately turn over to the City all such confidential information existing in tangible form, and no copies thereof shall be retained by the Provider or its employees, agents, Subcontractors or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the Provider shall accompany such materials.

**26. USE OF NAME:**

Provider understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Provider is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of this project and the name of the City. The Provider agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the City Manager or the City Commission.

**27. NO CONFLICT OF INTEREST:**

Pursuant to City of Miami Code Section 2-611, as amended ("City Code"), regarding conflicts of interest, Provider hereby certifies to the City that no individual member of Provider, no employee, and no Subcontractor under this Agreement or any immediate family member of any of the same is also a member of any board, commission, or agency of the City. Provider hereby represents and warrants to the City that throughout the term of this Agreement, Provider, its employees, and its Subcontractors will abide by this prohibition of the City Code.

**28. NO THIRD-PARTY BENEFICIARY:**

There are no express or implied third party beneficiaries to this Agreement. No persons other than the Provider and the City (and their authorized and approved successors and assigns, if any) shall have any rights whatsoever under this Agreement.

**29. BANKRUPTCY:**

The City reserves the right to terminate this Agreement, if, during the term of any contract

the Provider has with the City, the Provider becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Provider under federal bankruptcy law or any state insolvency law.

**30. SURVIVAL:**

All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination and cancellation hereof. Accordingly, the respective obligations of the Provider and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive such termination, cancellation or expiration hereof.

**31. TRUTH-IN-NEGOTIATION CERTIFICATION, REPRESENTATION AND WARRANTY:**

Provider hereby certifies, represents and warrants to the City that on the date of Provider's execution of this Agreement, and so long as this Agreement shall remain in full force and effect, the wage rates and other factual unit costs supporting the compensation to Provider under this Agreement are and will continue to be accurate, complete, and current. Provider understands, agrees and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City determines the contract price of compensation hereunder was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of this Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

**32. COUNTERPARTS:**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

33. **USE OF NAME:** Provider understands and agrees that the City is not engaged in advertising, sales promotion, or other publicity purposes related to this Agreement. The Provider is an independent contractor not related or affiliated with the City. No advertising, sales promotion, or other publicity materials containing information obtained in connection with the RFP or Agreement are to be mentioned by provider or its employees providing Services related to this Agreement, or imply the name, municipal palm tree logo, likeness or other symbol of the City, without prior express written permission of the City Commission.

34. **ENTIRE AGREEMENT:**

This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

35. **SPECIAL INSURANCE AND INDEMNIFICATION RIDER:** Please initial if applicable \_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed  
by their respective officials thereunto duly authorized, this the day and year above written.

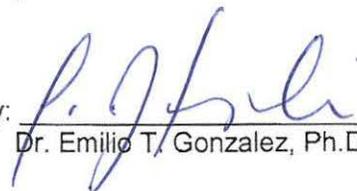
“City”

CITY OF MIAMI, a municipal  
corporation

ATTEST:



Todd B. Hannon, City Clerk

By:   
Dr. Emilio T. Gonzalez, Ph.D., City Manager

“Provider”

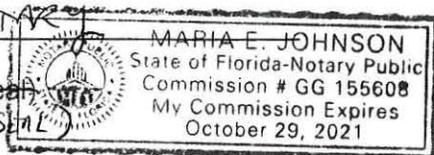
BMG MONEY, INC., a corporation

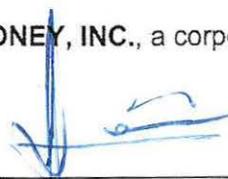
ATTEST:



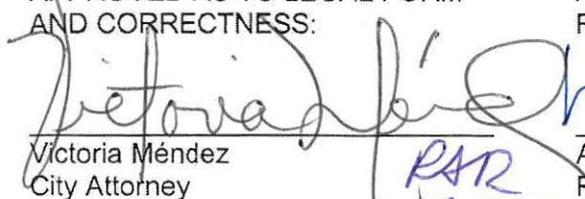
Print Name: MARIA JOHNSON

Title: NOTARY  
(Corporate Seal)  
(NORMAL SEAL)



By:   
(President or Authorized Corporate Officer)  
RICARDO JANINI  
PRESIDENT

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

  
Victoria Méndez  
City Attorney

APPROVED AS TO INSURANCE  
REQUIREMENTS:

  
Ann-Marie Sharpe, Director  
Risk Management

*RAR*  
*18-212*

LoansAtWork® Employer Clients

Government

- |   |  |
|---|--|
| 1. Broward County                         | 31. Miami Parking Authority                                    |
| 2. Broward County Public Schools          | 32. City of Miami Springs                                      |
| 3. City of Dania Beach                    | 33. Midvale City, Utah   |
| 4. City of Delray Beach                   | 34. City of North Miami  |
| 5. School District of DeSoto County       | 35. City of North Miami Beach                                  |
| 6. City of Doral                          | 36. Ogden City, Utah   |
| 7. Flagler County Public Schools          | 37. Ogden School District, Utah                                |
| 8. City of Fort Lauderdale                | 38. City of Opa-locka  |
| 9. Halifax Health                         | 39. City of Orlando  |
| 10. City of Hawaiian Gardens, California  | 40. Orlando-Sanford Airport Authority                          |
| 11. City of Hialeah                       | 41. Palm Beach County Clerk/Comptroller                        |
| 12. City of Hialeah Gardens               | 42. Palm Beach County Tax Collector                            |
| 13. Highlands County Tax Collector        | 43. City of Pico Rivera, California                            |
| 14. School Board of Highlands County      | 44. City of Sanford  |
| 15. Hillsborough County Prop. Appraiser   | 45. Seminole County  |
| 16. City of Holly Hill                    | 46. Seminole County Property Appraiser                         |
| 17. City of Inglewood, California         | 47. Seminole County Public Schools                             |
| 18. Jackson Health System                 | 48. City of South Miami  |
| 19. Jacksonville Transportation Authority | 49. State of Florida - Agency for Persons<br>with Disabilities |
| 20. City of Lauderdale Lakes              | 50. State of Florida - Department of<br>Juvenile Justice       |
| 21. Leon County                           | 51. St. Lucie Public Schools                                   |
| 22. Leon County Sheriff's Office          | 52. Town of Surfside   |
| 23. City of Longwood                      | 53. City of Sweetwater   |
| 24. Martin County School District         | 54. Tampa General Hospital                                     |
| 25. Martin County Tax Collector           | 55. Tampa Port Authority                                       |
| 26. City of Miami                         | 56. Tulare County, California                                  |
| 27. City of Miami Beach                   | 57. City of West Miami   |
| 28. Miami Beach Emp. Retirement Plan      |  |
| 29. Miami-Dade County                     |  |
| 30. City of Miami Gardens                 |  |

Not-for-Profit

- |   |                                    |
|---|------------------------------------|
| 1. Community Partnership for Children     | 6. OurKids of Miami-Dade/Monroe    |
| 2. Family Support Services of No. Florida | 7. South Florida Behavioral Health |
| 3. His House                              | 8. United Way of Miami-Dade        |
| 4. Miami Beach Comm. Health Center        | 9. YMCA of Central Florida         |
| 5. Miami Jewish Health Systems            |                                    |

**Tom McCormick**  
Chief Growth Officer  
tom.mccormick@bmgmoney.com

**BMG Money, Inc.**  
1221 Brickell Ave, Ste 1170, Miami, FL 33131  
305.851.6137

www.bmgmoney.com  
Posted February 4, 2019

**Leon County  
Board of County Commissioners**

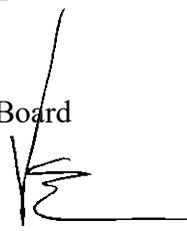
**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Agenda Item #11

February 12, 2019

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

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

**Title:** Tallahassee-Leon County Board of Adjustment and Appeals 2018 Annual Report

<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 Nancy Garcia, Senior Planner, Development Services Division

### **Statement of Issue:**

This agenda item seeks the Board's acceptance of the Board of Adjustment and Appeals 2018 Annual Report as required by the BOAA Bylaws.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the Tallahassee-Leon County Board of Adjustment and Appeals 2018 Annual Report (Attachment #1).

## **Report and Discussion**

### **Background:**

The Code of Laws Chapter 10, Article II, Division 3, Subdivision 3, of the Land Development Code of Leon County, establishes the Board of Adjustment and Appeals (BOAA), defines the BOAA's powers and duties, and sets out applicable regulations and due process provisions, while the details of the BOAA's operations are outlined in the BOAA's bylaws. The BOAA Bylaws task staff with the responsibility to ensure the flow of information to the Board of County Commissioners and each year the BOAA submits their annual report for review.

The BOAA is composed of seven members and two alternate members. The Leon County Board of County Commissioners appoints three members, the Tallahassee City Commission appoints three members, and one member is appointed on a rotating basis by the City Commission or the Board of County Commissioners. To comply with the BOAA meeting quorum requirements, the BOAA also has two alternate members: one appointed by the City of Tallahassee, and one appointed by Leon County. The alternate members may attend the meetings when necessary to make up the required BOAA quorum.

### **Analysis:**

During the 2018 calendar year, the BOAA received three applications pertaining to land located in unincorporated Leon County (Attachment #1). Of the three applications, one was withdrawn, at the applicant's request; one requested a variance pertaining to relaxation of the maximum number of campsites allowed per gross acre for the Rural zoning district and one requested a variance pertaining to relaxation of residential setback requirements. The BOAA approved both variance requests.

### **Options:**

1. Accept the Tallahassee-Leon County Board of Adjustment and Appeals 2018 Annual Report (Attachment #1).
2. Do not accept the Tallahassee-Leon County Board of Adjustment and Appeals 2018 Annual Report.
3. Board direction.

### **Recommendation:**

Option #1

### **Attachment:**

1. Tallahassee-Leon County Board of Adjustment and Appeals 2018 Annual Report



## TALLAHASSEE ~ LEON COUNTY BOARD OF ADJUSTMENT AND APPEALS (BOAA)



## 2018 ANNUAL REPORT

*Leon County Department of Development Support and  
Environmental Management*

Renaissance Center, 2<sup>nd</sup> Floor  
435 North Macomb Street  
Tallahassee, Florida 32301-1019  
Phone (850) 606-1300  
<http://www.leoncountyfl.gov>

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2018 Annual Report

**Date:** February 8, 2018  
**Case No:** BOAA 18-001  
**Applicant/Agent:** Moore Bass Consulting, Inc.  
**Property Owner:** Arbor Crossing at Buck Lake LLC  
**Parcel Identification #(s):** 11-22-51 H-221-1

**Case Comments:** The applicant withdrew the application.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2018 Annual Report

**Date:** March 9, 2018  
**Case No:** BOAA18-002  
**Applicant/Property Owner:** Nader Tala  
**Parcel Identification #(s):** 44-20-20-014-0000

**Request:** Nader Tala, owner of property located off Crooked Road, requested a variance to Section 10-6.612(10)(2) of the Land Development Code (LDC) to allow relaxation of the maximum number of campsites allowed per gross acre for the Rural zoning district. Section 10-6.612(10)(2) of the LDC states that not more than five campsites per gross acre shall be allowed. The variance would allow the property owner to move forward with filing an application for site and development plan review and re-establishment of the existing RV Park, thus maintaining the previously approved number of RV spaces.

**Case Comments:** The subject property is located within the Rural zoning district (Section 10-6.612 of the LDC). The site has historically been the location of the “Lazy Days” Campsite/RV Park, and according to the Florida Department of Health (FDOH), had been approved for 15 RV spaces. Mr. Tala acquired the property in September 2017, with the intent to continue operation of the RV Park. However, according to FDOH, the request for renewal of the annual RV park license was not submitted by the previous property owner subsequent to 2014. Therefore, at the time the parcel was acquired, the RV park did not have a valid license with FDOH. Re-establishment of the RV park is subject to the current restrictions set forth in the Rural zoning district, which had undergone amendments in 2015, subsequent to the expiration of the FDOH license.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and owners of property within two hundred (200) feet of the subject property. Staff mailed twenty-two (22) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one mile radius of the subject property. One response (phone call) was received in regards to the variance request. There were two witnesses who appeared during the hearing, neither in opposition nor in support to the variance request.

Staff recommended approval of the variance request with the conditions included as part of the final order.

The motion to grant approval for the variance request with conditions was passed six (6) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2018 Annual Report

**Date:** June 14, 2018  
**Case No:** BOAA18-003  
**Applicant/Property Owner:** Wendi Paige Graham  
**Parcel Identification #(s):** 32-16-12 A-0020

**Request:** Wendi Paige Graham, property owner of property located off Louvinia Drive, requested a variance to Section 10-6.613 of the LDC to allow relaxation of the required side yard setback for principal structures. The property owner requested to relax the required side yard setback from 20 feet to 13 feet to allow for an addition that will extend 10 feet from the existing home.

**Case Comments:** The subject property is located within the Urban Fringe (UF) zoning district, which permits single-family detached residential dwelling units subject to compliance with the applicable provisions set forth in Section 10-6.613 of the LDC. The minimum side yard setback established for this lot within the UF zoning district requires the principle structure to maintain a 20 foot setback from the side property line. Due to the placement of the existing single-family home, as well as the floor plan and location of utilities (i.e.: electrical lines, panel box, electric meter, water heater and in-ground propane tank), the on-site conditions could not be addressed through any other method other than approval of the variance.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed thirty-one (31) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one mile radius of the subject property. There were no responses in regard to the variance request.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed four (4) in favor to zero (0) opposed.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Agenda Item #12

February 12, 2019

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator  
**Title:** Status Report on the 2019 Florida Legislative Session

<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 for Legislative and Strategic Initiatives Nicki Paden, Management Analyst Erin Kenney, Management Intern

### **Statement of Issue:**

This agenda item presents a status report on emerging policy issues and bills filed for the 2019 Florida Legislative Session. Additionally, at the request of the Leon County Supervisor of Elections, this item recommends adding one item to the Board's 2019 State Legislative Priorities supporting legislation that would allow the use of state-certified automated independent election audit systems as an optional election recount tool.

### **Fiscal Impact:**

This item does not have a fiscal impact.

### **Staff Recommendation:**

- Option #1: Accept the status report on the 2019 Florida Legislative Session.
- Option #2: Approve the addition of a policy priority in the Board's 2019 State Legislative Priorities to support legislation allowing the use of state-certified automated independent election audit systems as an optional election recount tool.

## Report and Discussion

### **Background:**

Each year, the Board conducts a workshop to develop its state and federal legislative priorities for the upcoming year. This workshop, conducted with the County's legislative staff and contract lobbyists, enables the County's legislative team to receive guidance from the Board regarding priority legislative issues and directs the County's lobbying efforts for the upcoming year. Most recently, the 2019 State and Federal Legislative Priorities workshop was conducted on October 23, 2018. During this workshop, the Board directed staff to provide a status report in early 2019 on emerging policy issues and bills filed for the 2019 Florida Legislative Session. As requested, this item provides the most up-to-date information on emerging priorities, issues, and bills of interest filed in preparation of the 2019 session.

### *Leon County's 2019 State Legislative Priorities*

For 2019, the Board approved a slate of legislative priorities consisting of ten appropriation requests, five state policy issues, and four federal policy issues for the 2019 Florida Legislative Session and the first session of the 116<sup>th</sup> U.S. Congress. In addition to the Board's adopted legislative priorities, staff also actively monitors all legislation that may affect Leon County by working with the Capitol Alliance Group and the Florida Association of Counties (FAC) at the state level, and Squire Patton Boggs and the National Association of Counties (NACo) at the federal level.

As approved by the Board during the October 23, 2018 workshop, staff has submitted appropriation requests to the House and Senate for the following projects:

<b><u>Request:</u></b>	<b><u>Amount:</u></b>	<b><u>Project Phase:</u></b>
Leon Works Expo and Junior Apprenticeship	\$100,000	Program Funding
Orchard Pond Greenway Trail, Phase II	\$300,000	Design/Permitting
Lake Henrietta Renovation	\$2 million	Design/Construction
Fords Arm/Lexington Tributary Restoration	\$5.1 million	Construction
Fred George Wetland Restoration	\$1 million	Construction
Offender Re-entry Programs	\$300,000	Program Funding
Backup Generator – Secondary Special Needs Shelter	\$300,000	Capital/Fixed Assets
Backup Generators – Branch Libraries and Community Centers	\$1 million	Capital/Fixed Assets
Centerville Trace Septic to Sewer	\$1 million	Design
Harbinwood Estates Septic to Sewer	\$2.5 million	Design/Permit/Land Acquisition

In addition to the projects listed above, staff submitted an appropriation requests for the County's Woodville Central Sanitary Sewer Project (Phase 1D and 1E), consistent with the Board's direction to pursue funding for County projects that best align with the anticipated priorities of the Legislature during the 2019 session.

Along with the County's appropriations requests, staff will continue working to advance our state policy priorities during the upcoming session, which are:

1. Support the protection of the state workforce and oppose any reductions to state employee benefits.
2. Support the revision of Sec. 125.0104, F.S. to modify the eligibility of counties to levy the Local Option High Impact Tourist Development Tax.
3. Support the Gulf Coast Working Group's efforts to restore passenger rail service in the Gulf Coast region.
4. Oppose legislation that further restricts local government's ability to regulate and preserve canopy road systems.
5. Support the Florida Association of Counties 2018-2019 legislative efforts unless specific issues conflict with Leon County's interests.

#### **Analysis:**

As of the Board's February 12 meeting, the Legislature will be in its fifth of six "interim committee weeks" which are hosted prior to the start of the legislative session. During this time, House and Senate committees begin the work of considering bills for the upcoming session. The 2019 Florida Legislative Session is scheduled to commence on March 5 and to adjourn *sine die* on May 3.

Similar to last session, hurricane readiness and disaster recovery is again expected to be a focus of the Legislature following the recent catastrophic damage caused by Hurricane Michael. Several committees of the Florida House and Senate have received state agency presentations and have begun to engage in discussions on the long-term impacts of Hurricane Michael and outstanding recovery needs.

Regarding the state's fiscal position, in September 2018 the Legislature's chief economist presented a long-range financial analysis which projected a narrow surplus for the upcoming state fiscal year. Although the state subsequently incurred significant recovery costs from Hurricane Michael, state revenue collections during the current fiscal year have been running significantly ahead of initial projections. As a result, the most recent forecast issued in December 2018 projected that the state will collect an additional \$1.48 billion in general revenue this year, a 4.8 percent increase over the 2017-2018 fiscal year. The new 2019-2020 general revenue projection is 3.1 percent, or \$1.01 billion, higher than this year.

In his inaugural address on January 8, Governor Ron DeSantis discussed key priorities and initiatives he seeks to advance, including expanding school choice in education, reducing healthcare costs, and preserving the state's environment and water quality. Under his administration, Lieutenant Governor Jeanette Nuñez, who is the immediate past Speaker Pro Tempore of the Florida House of Representatives, is expected to take an active role in legislative and administrative affairs. Last session, she was appointed to chair the Select Committee on Hurricane Response and Preparedness, to review the state's hurricane response during Hurricane Irma and develop a final report with legislative options to improve hurricane preparedness and resiliency for future storms.

The 2019 session will also be the first year of the new leadership in the Legislature. In his opening address to the Senate, President Bill Galvano discussed priorities to grow and diversify the state's economies, expand training for high-skilled jobs, and overcome the aftermath of Hurricane Michael. In the lower chamber, House Speaker José Oliva has indicated priorities which include reducing government regulation and healthcare spending.

### Emerging Legislative Issues

As requested by the Board, following is an update on emerging legislative issues and associated bills affecting county governments that have been filed for the 2019 Florida Legislative Session. This update is not intended to be exhaustive, but rather is intended to highlight bills involving significant home rule pre-emptions, unfunded mandates, and other legislation that may significantly impact Leon County. As always, staff will continue to monitor key issues throughout session and provide weekly updates to the Board through Capitol Update.

- *Disaster Preparedness & Resiliency:*

As indicated earlier in this item, the Legislature is expected to devote considerable attention to hurricane readiness and disaster recovery following three consecutive years of major hurricane-related impacts throughout the state. In the Senate, several interim committee meetings were held to review and discuss the housing, environmental, and agricultural impacts of Hurricane Michael and the associated financial impacts to state revenues. As reported to the Senate Appropriations Committee, the state's costs for Michael-related emergency relief and recovery operations will exceed the costs of Hurricane Irma, which will impact budget negotiations and priorities later this session.

- **Land Acquisition Trust Fund:** Of local interest, Senator Montford, a member of the County's local delegation, has filed SB 376 seeking an annual allocation of \$50 million to counties impacted by Michael over the next 7 years. This bill would dedicate funding from the Land Acquisition Trust Fund to 14 counties, including Leon County, across the Big Bend and Panhandle Region for reforestation; ecosystem management; fire control measures; debris removal; pollution mitigation; beach renourishment; coastal armoring and protection; and the construction, enhancement, or expansion of wastewater treatment facilities. A companion bill, HB 555, was filed in the House on January 24. Staff and our County lobbyist are in close coordination with Senator Montford's office and has provided preliminary information regarding County projects that may qualify for funding should this legislation pass. Our legislative team will continue to engage Senator Montford's office and our House delegation members and provide additional information in support for these bills.
- **Strategic Fuel Reserve:** SB 404/HB 573 would create the Florida Strategic Fuel Reserve Task Force within the Division of Emergency Management to develop a recommended strategic fuel reserve plan for an emergency or disaster.

- *Gun Control:*

Last session, the Legislature passed a wide-ranging public safety bill, SB 7026, which included several new firearms regulations in response to the school shooting that took place

in Parkland, Florida last February. Gun rights legislation is expected to take a prominent role again this session.

- **Concealed Weapons and Firearms Prohibitions:** HB 6007 would remove the existing prohibition on openly carrying a handgun or carrying a concealed weapon into college or university facilities. Conversely, SB 364 would prohibit open or concealed weapons in a theater or performing arts center, and HB 197 would prohibit them from child care facilities.
- **Regulation of Concealed Weapons Licenses:** SB 108 would transfer the concealed weapons licensing program from the Department of Agriculture and Consumer Services to the Florida Department of Law Enforcement.
- **Transfers of Firearms:** HB 135 would require all transfers of firearms, when neither party is a licensed dealer, be conducted through a licensed dealer.
- **Repeal of Firearms Regulations:** HB 175 would repeal several regulations included in last year's SB 7026, including a prohibition on persons younger than 21 purchasing firearms, the waiting period for purchase of firearms other than handguns, and the ban on "bump stocks," which are devices that allow a semi-automatic rifle to fire like an automatic rifle.

- *Environmental Issues:*

As discussed earlier in this item, Governor DeSantis' priorities include water quality and environmental preservation. During his first week in office, he signed an executive order calling for \$2.5 billion to fund water resource protections and Everglades restoration over the next four years. Both branches of the Legislature have introduced bills focusing on preserving Florida's natural resources.

- **Advanced Well Stimulation Treatment:** HB 239, SB 146, and SB 314 would prohibit the performance of advanced well stimulation treatments (including "fracking").
- **Onsite Sewage Treatment and Disposal Systems:** HB 85 and SB 214 would direct the Florida Department of Health to identify information for onsite sewage treatment and disposal systems, require periodic inspections of these systems, and would require an onsite sewage treatment and disposal system disclosure summary for certain properties when sold.

- *Distracted Driving:*

Distracted driving will be an emerging issue again during the 2019 session. Prior to the start of the 2018 session, the Board received a presentation from State Representative Emily Slosberg on the dangers of texting while driving and legislative efforts to make texting while driving a primary offense. The Board also adopted a resolution supporting legislation to this effect. Currently, Florida law prohibits a person from texting, emailing, and instant messaging while driving with limited exceptions; however, these violations are currently enforced as a "secondary action" only, meaning that a law enforcement officer must detain a driver for another traffic offense in order to cite the driver for texting while driving.

- **Use of Wireless Communications Devices while Driving:** Similar to last session, several bills have been filed (HB 45, HB 107, and SB 76) related to distracted driving and allowing texting while driving to be enforced as a primary offense.

- *Constitutional Revisions:*

The Constitutional Revision Committee (CRC) adjourned on May 11, 2018, two months after the Legislative Session adjourned. The CRC placed eight proposed constitutional amendments on the General Election ballot for voter consideration. In several instances, the CRC “bundled” multiple constitutional measures that many considered unrelated into a single proposed amendment. Several bills related to the CRC process and other constitutional reforms have been proposed for the 2019 legislative session, including:

- **Single Subject Requirement for Revisions or Amendments:** HB 53, SB 74, and SB 86 would propose amendments to Sections 2 and 6 of Article XI of the State Constitution to limit each revision of amendment proposed by the Constitution Revision Commission or the Taxation and Budget Reform Commission to one subject.
- **Constitution Revision Commission:** HB 249, HB 251, and SB 362 propose amendments to the State Constitution to abolish or repeal the duties of the CRC.
- **Percentage of Elector Votes Required to Approve Constitutional Amendment or Revision:** HB 57 and SB 232 propose an amendment to the State Constitution to increase the percentage of votes required to approve an amendment or revision to the Constitution from 60 percent to 66 and 2/3 percent.
- **Election of Secretary of State/Membership of Cabinet:** SB 118 proposes an amendment to the State Constitution to provide for the election of the Secretary of State and his or her inclusion as a member of the Cabinet.
- **Election of the Commissioner of Education:** SB 422 proposes amendments to the State Constitution to provide for the election of the Commissioner of Education and his or her inclusion as a member of the Cabinet and the State Board of Education.
- **Legislation by Initiative:** HB 285 proposes an amendment to the State Constitution to allow the proposal of laws by initiative without legislative or gubernatorial approval.

- *Home Rule Preemptions and Unfunded Mandates:*

Each session, staff works with the County’s legislative team to identify developing issues and advocate for or against initiatives that would substantially impact counties. Following is an update on emerging home rule preemptions or unfunded mandates filed to date for the 2019 legislative session:

- **Vegetable Gardens:** SB 82 and HB 145 would preempt local governments from regulating vegetable gardens on residential properties.
- **Preemption of Recyclable and Polystyrene Materials:** SB 88 would delete preemptions of local law relating to the regulation of auxiliary containers, wrapping, or disposable plastic bags. It would also repeal the existing preemption of local laws regarding the use or sale of polystyrene products.

- **Prohibition of Plastic Carryout Bags and Straws:** SB 502 would prohibit a store or food service business from providing a carryout bag made of plastic film to a customer and would prohibit food service businesses from selling or providing a single-use plastic straw to a customer.
- **Permit Fees:** HB 127 and SB 142 would require counties and municipalities to post their building permit and inspection fee schedules on their website along with a building permit and inspection utilization report which must include certain information regarding the costs incurred by the local government to enforce the Florida Building Code.

*Property/Sales Tax Revisions:*

- **Property Tax Exemptions:** HB 51 and SB 202 would increase the existing property tax valuation exemption for residents who are widows, widowers, blind, or totally and permanently disabled from \$500 to \$5,000.
- **Local Tax Referenda** – SB 336 would require any referendum to levy a local discretionary sales surtax to be held during a general election. Such a referendum will still require approval by a majority of the electors voting on the question.

*Additional Proposed Legislative Priority*

In addition to the Board's appropriation and policy priorities discussed earlier in this item, the Leon County Supervisor of Elections Office (SOE) has requested the Board's support of legislation that would permit the use of state-certified automated independent election audit systems to be used as an optional election recount tool following a close election. The recount process currently required by state statute is often lengthy and requires a significant amount of time and resources. The SOE currently utilizes an election audit system, which was designed in Leon County and which is now used as either an election audit system or mainline voting system in many jurisdictions across the country, which would provide great benefits in the areas of efficiency, transparency, speed, cost, and security if it were allowed to be used as a tool for conducting recounts in close elections. Accordingly, as an alternative tool, the SOE as well as the Florida State Association of Supervisors of Election (FSASE) advocate that the use of such an auditing system would significantly enhance the laborious recount process currently required by Florida Statutes. Staff recommends that the Board include the following policy priority to the Board's 2019 State Legislative Priorities:

*Support legislation that permits the use of state-certified automated independent election audit systems as an optional election recount tool.*

With the Board's approval, staff will direct the County's lobbyist to advocate in support of this priority, prepare letters of support, and provide additional support as needed.

**Options:**

1. Accept the Status Report on the 2019 Florida Legislative Session.
2. Approve the addition of a policy priority in the Board's 2019 State Legislative Priorities to support legislation allowing the use of state-certified automated independent election audit systems as an optional election recount tool.
3. Accept the Status Report on the 2019 Florida Legislative Session and take no further action.
4. Do not accept the Status Report on the 2019 Florida Legislative Session.
5. Board direction.

**Recommendation:**

Options #1 and #2

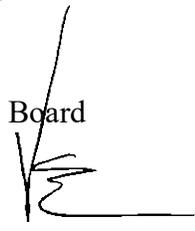
**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Agenda Item #13

February 12, 2019

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator   
**Title:** Third Amendment to the Agreement for Solid Waste Management Services

---

---

<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>	Maggie Theriot, Director, Office of Resource Stewardship Scott Ross, Director, Office of Financial Stewardship

### **Statement of Issue:**

This item seeks Board approval of the Third Amendment to the Agreement with Waste Management, Inc., for the hauling and disposal of waste from the Leon County Transfer Station to the Spring Hill Landfill to ensure the long-term disposal of solid waste at the most competitive price.

### **Fiscal Impact:**

This item has a fiscal impact. If a revised contract extension is approved, the hauling and disposal contract would increase from the current \$25.00/ton to an estimated \$33.40/ton, an increase of 5.6% per year over the next six years. In comparison to today's market rates, this would still be by far the lowest rate being paid in the entire region. The tipping fee at the Transfer Station would be increased to pay for the contract amendment.

### **Staff Recommendation:**

Option #1: Authorize the County Administrator to approve the Third Amendment to the Agreement for Solid Waste Management Services with Waste Management of Leon County, Inc. (Attachment #1).

## Report and Discussion

### **Background:**

This item seeks Board approval of the Third Amendment to the Agreement with Waste Management, Inc. (WMI) for the hauling and disposal of waste from the Transfer Station to the Spring Hill Landfill to ensure the long-term disposal of solid waste at the most competitive price. At the December 11, 2018, the Board authorized staff to negotiate an extension to Waste Management hauling and disposal contract (Attachment #2). The proposed amendment is consistent with the terms and conditions presented to the Board at the December 11, 2018 meeting.

With the construction and opening of the transfer station in 1998, the County entered into an agreement with WMI for the hauling and disposal of waste to the Springhill Landfill. The initial term of the contract was for a ten-year period with optional five-year term renewals. Under the terms of the contract with Waste Management, the County owns and operates the transfer station, while WMI transports the waste for disposal at the Springhill Landfill. The contract does not require a minimum amount of waste to be provided and allows the County to divert any waste for the purposes of recycling or any other environmental benefits.

Since the opening of the Transfer Station, the WMI contract for hauling and disposal has been paid for in two ways: 1) through tipping fees collected at the transfer station on a per tonnage basis; and 2) the County's \$40 non-ad valorem assessment for residential properties in the unincorporated area set in 1994. The current tip fee pays the cost of Waste Management and for the cost of operating and maintaining the transfer station, as well as the County's hazardous waste management disposal program. The Transfer Station tip fee is adjusted annually for changes in the hauling and disposal contract, as well as, the cost of operations. The current tip fee at the transfer station is \$38.80 per ton, of which \$25.00 per ton is paid to Waste Management under the terms of the existing contract.

For the unincorporated area, waste is brought to the transfer station in two ways 1) by Waste Pro from its curbside unincorporated residential collection accounts; and 2) the County brings waste from the rural waste collection centers. The County does not pay a tipping fee, as the County pays for the disposal of this waste by levying an annual \$40 non-ad valorem assessment on the tax bill and a general revenue transfer. To pay for the increased cost, the transfer can be adjusted accordingly as part of the annual budget process, or an increase in the non-ad valorem assessment could be considered. As approved at the December 11, 2018, a budget discussion item is being prepared to evaluate options for increasing this assessment. For commercial accounts, Waste Pro charges based on the frequency of pick-up and the size of the container; Waste Pro would need to determine if their existing fees can pay for the increased costs or if they would need to increase their rates.

For the City of Tallahassee, waste is brought to the transfer station by the City for both residential and commercial accounts. The City pays the County the tipping fee for all City waste brought to the transfer station. To pay the County Transfer Station tipping fee and the City collection costs, the City of Tallahassee assesses residential customers a monthly fee on their utility bill and charges commercial accounts based on frequency of pick-up and the size of the container. Like the County,

the City will need to determine how to pay for any increased cost which the City may be able to accomplish through the use of existing resources, through rate increases or a combination of both.

**Analysis:**

The Third Amendment to the Agreement bifurcates the cost for disposal and the cost for hauling. The disposal portion of the contract is for ten years with one ten-year extension. Due to economic considerations involving transportation and hauling, the amendment has a five-year agreement with five-year extensions for hauling.

The terms of the Third Amendment to the hauling and disposal contract include:

- The current rate remaining in effect through September 30, 2019, which allows for any increases to be contemplated as part of the County (and City's) FY 2020 budget processes.
- An initial disposal term of contract for ten (10) years, with one ten-year extension at the mutual consent of both parties. This extension ensures for the long-term disposal of solid waste and provides certainty for costs.
- An initial five-year term for the transportation/hauling term of the contract, with five-year extensions based on the mutual agreement of both parties.
- To provide budget certainty, the extension establishes set increases for the first three years of the contract. Beginning in year three, increases include inflationary adjustments:
  - October 1, 2018: No change to current price
  - October 1, 2019: \$2.50/ton increase (\$2.00 transportation/hauling increase and \$0.50 in the disposal rate)
  - October 1, 2020: \$2.50 increase in the disposal rate
  - October 1, 2021: \$1.50 increase and Garbage and Trash Consumer Price Index (CPI)
  - Beginning October 1, 2022 through September 30, 2029: The rate would only increase by the Garbage and Trash CPI.
  - To protect against possible excessive inflation in the future, annual rate increases would be capped at no more than 7%. Correspondingly, to ensure WMI continues to cover operating cost increases, the contract provides for a minimum 2.0% increase annually.

In addition to the financial considerations, the proposed amendment also addresses Finding #66 and Recommendation #66.1 in the Hurricane Michael After Action Report:

Finding #66: A segment of I-10 west of Leon County was temporarily closed following Hurricane Michael for debris removal. To ensure the County's ability to provide solid waste disposal during future disasters, the County should evaluate expanding its existing solid waste emergency plans for potential damage scenarios involving disrupted access to the Springhill Landfill and backup landfills in Georgia.

Recommendation #66.1: Evaluate the County's solid waste emergency plans to determine if agreements with additional receiving landfills are needed.

To ensure that Leon County has a facility to dispose of waste during a hurricane or other natural disaster, the following term has been added to the contract amendment with Waste Management:

- In the event of a force majeure event that closes the Contractor's Springhill Disposal Facility or prevents the Contractor's debris hauler from reaching the Springhill Disposal Facility, the Contractor shall provide the County an alternate site for which to haul contracted waste during the force majeure period. The County shall be responsible for all increased costs associated with disposal at an alternate facility during a force majeure event including, but not limited to, longer haul distance and increased disposal rates.

Additionally, the balance of the terms from the existing Agreement remain in place, including, but not limited to:

- Leon County is not required to provide a minimum level of annual tonnage. As the County continues to promote reuse and recycling, tonnages could decrease in the future. There is no penalty (i.e. increase in the per tonnage cost) if the amount of tonnage processed is reduced.
- Leon County has the ability to divert waste for recycling and other environmental benefits. The County works closely with other regional partners (e.g. Marpan Recycling) to process recycled materials and increase the amount of material the County recycles. In addition, the County diverts yard debris to be processed separately as opposed to the yard debris being buried in a landfill.
- If the average annual cost of fuel exceeds the price of fuel from the original contract year, the County pays a fuel adjustment charge.
- A performance bond must be provided to the County annually.

The County's solid waste operation is intended to have fees sufficient to pay for the cost of operations. The majority of costs of the hauling and disposal contract are paid for by the Transfer Station tip fee. The County has an approved Transfer Station Fee resolution that authorizes the Transfer Station fee to be adjusted annually for changes in the hauling and disposal contract, as well, the cost of operations. The Transfer Station tip fee would therefore be adjusted annually to include the proposed increases. The County's annual non-ad valorem assessment pays for the cost of residential waste brought to the transfer station.

For FY 2020 the transfer station tip fee would increase by an estimated maximum of \$3.35/ton from the current \$38.80 to \$42.15 effective October 1, 2019. This includes the increase \$2.50 to the hauling contract, an increase of \$0.45 in fuel surcharge, and a maximum inflationary increase of operating the transfer station in the amount of \$0.40. If the contract amendment is approved, Leon County will notify both the City of Tallahassee and Marpan of the new maximum rates in February 2019, for consideration in planning their next year's budgets accordingly.

Approving the Third Amendment to the Agreement for Solid Waste Management Services will allow long-term financial certainty for Leon County and its waste disposal partners regarding the disposal of solid waste for the community.

**Options:**

1. Authorize the County Administrator to approve the Third Amendment to the Agreement for Solid Waste Management Services with Waste Management of Leon County, Inc. (Attachment #1).
2. Do not authorize the County Administrator to approve the Third Amendment to the Agreement for Solid Waste Management Services with Waste Management of Leon County, Inc.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Third Amendment to the Agreement for Solid Waste Management Services
2. December 11, 2018 Waste Management Contract Agenda Item

**THIRD AMENDMENT TO AGREEMENT FOR  
SOLID WASTE MANAGEMENT SERVICES**

This Third Amendment to the Agreement dated November 19, 1998, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the “County” and Waste Management of Leon County, Inc. hereinafter referred to as the “Contractor” is entered into by and between said parties this \_\_\_\_\_ day of February 2019.

**RECITALS**

**WHEREAS**, the County has the responsibility for the safe, and environmentally sound disposal of solid waste within the community; and

**WHEREAS**, the County entered into an agreement with the Contractor on November 19, 1998, entitled “Agreement for Solid Waste Management Services” to haul and dispose of waste ; and

**WHEREAS**, the County and the Contractor entered into two amendments to the Agreement for Solid Waste Management Services dated March 25, 2003 and December 19, 2012, respectively; and

**WHEREAS**, this extension ensures the long-term disposal of solid waste and provides certainty of costs for 10 years; and

**WHEREAS**, the transportation terms have been separated from the disposal terms due to the volatility of the transportation and hauling market; and

**WHEREAS**, subsequent to the County providing notification to Waste Management on September 20, 2017, to extend the existing terms for five (5) additional years, the parties have determined it to be in the best interests of both entities to amend the Agreement for Solid Waste Management Services dated November 19, 1998 renewing the Agreement for a term of ten (10) years for disposal, and five (5) years for transportation/hauling in accord with Revised Article 8 below.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and

representations set forth herein, the sufficiency of which is hereby acknowledged, the County and Contractor do hereby agree as follows:

**Section 1.** Subsections 7.2, 7.5, 7.5.1, 7.5.2 and 7.5.3 of Article 7, Article 8 and subsection 9.3.2 of Article 9 of the Agreement for Solid Waste Management Services dated November 19, 1998, are hereby deleted and replaced in their entirety to read as follows:

ARTICLE 7. GENERAL PAYMENT PROVISIONS

7.2 Method of Calculating Service Fee

The Contractor shall be paid the Service Fee for each Ton of Acceptable Waste that the Contractor takes from the Transfer Station and disposes of at the Disposal Facility. This fee shall be based on the actual tonnage recorded at the County's Transfer Station scale house. The County will use the Transaction Summary Report produced by the County's automated data collection system to support the County's calculation of the payment to be made to the Contractor.

The Service Fee shall be \$25.00 per Ton of Acceptable Waste.

7.5 Adjustments to Fees

To provide budget certainty, set increases for the first three years of the contract are reflected below. Beginning in year three, increases include inflationary adjustments:

- a. October 1, 2018: No change to current price of \$25.00 per ton of which \$15.50 is for disposal and \$9.50 is for transportation/hauling.
- b. October 1, 2019: \$2.00 per ton increase to the transportation/hauling rate and \$.50 per ton increase to the disposal rate.
- c. October 1, 2020: \$2.50 per ton increase to the disposal rate.
- d. October 1, 2021: \$1.50 per ton increase to the disposal rate plus a

CPI increase to the transportation/hauling rate of \$11.50 and the new disposal rate of \$20.00 based upon the Garbage and Trash CPI for a rolling 12-month period from October 1, 2019 to October 1, 2020.

- e. Beginning October 1, 2022 both rates will increase by the Garbage and Trash CPI each October 1 as described herein.
- f. To protect against possible excessive inflation in the future, annual CPI rate increases shall be capped at no more than 7%. Correspondingly, to ensure WMI continues to cover operating cost increases, the contract provides for a minimum 2.0% increase annually.
- g. Beginning in January 2021, Waste Management will notify the County of the applicable CPI adjustment as noted in 7.5 f. above no later than January 31<sup>st</sup> of each year.

7.5.1 Consumer Price Index Adjustment

When applicable, pursuant to the fee adjustment schedule detailed in 7.5 f. above, the rates shall be increased on October 1 of each year based on the previous year's rolling average of the Garbage and Trash (G&T) Consumer Price Index (CPI). The new service fee shall be:

$$\text{New Price} = \frac{\text{G\&T CPI2} - \text{G\&T CPI1}}{\text{G\&T CPI1}} \times \text{Current Price}$$

“G&T CPI” - Garbage and trash collection in U.S. city average, urban wage earners and clerical workers, seasonally adjusted.

“G&T CPI1” – The published G&T CPI for the month preceding October 1 of the previous year.

“G&T CPI2” - The published G&T CPI for the month preceding October 1 in the year in which the Service Fee is being adjusted.

## ARTICLE 8. TERM

### Revised Terms

#### Termination and Special Conditions

- a. Unless terminated earlier in the manner provided in accordance with Article 9, an initial disposal term of contract shall be for 10 years beginning October 1, 2018 and ending September 30, 2028, with one potential 10-year extension at the mutual consent of both parties.
- b. The transportation/hauling term of the contract is for five years beginning October 1, 2018 and ending September 30, 2023, with additional potential five-year extensions based on the mutual agreement of both parties.
- c. Within the 180-day period before the end of either term (disposal and/or transportation hauling) either party shall have the right to notify the other party of its desire to renew or renegotiate the Agreement at the expiration of the initial term or any renewal term. In the event the parties cannot mutually agree upon renewal terms, either party may terminate the Agreement within the 180-day period.

## ARTICLE 9. TERMINATION AND SPECIAL CONDITIONS

### 9.3.2 Continuing Obligations

Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause thereof, reduce the costs thereof, and resume performance under this Agreement. Additionally, either party shall provide prompt Notice to the other of the cessation of a Force Majeure event.

The party claiming a Force Majeure event shall affirmatively prove to the other party the occurrence of the Force Majeure event and all resulting impact, if

any, to the performance of the Agreement.

In the event of a Force Majeure event that closes the Contractor's, Springhill Disposal Facility, or prevents the Contractor's debris hauler from reaching the Springhill Disposal Facility, the Contractor shall provide the County an alternate site for which to haul contracted waste during the Force Majeure period. The County shall be responsible for all increased costs associated with disposal at an alternate facility during a force majeure event including, but not limited to longer haul distance and increased disposal rates. The parties agree to meet in May of each year during the term of this Agreement to discuss Contractor's estimated rates associated with longer haul distances or increased disposal rates for County planning purposes. The rates discussed, however, shall be used only for planning purposes and the County shall remain responsible for any actual increased costs associated with a force majeure event.

The parties recognize that nothing in this subsection shall in any way limit each's duty, as otherwise specified within this Agreement, to comply with all Applicable Laws and regulations.

Although strikes, slowdowns, walk-outs, block-outs, industrial disturbances, or other labor disputes are not Force Majeure events, if such an event occurs, the Contractor shall take all reasonable steps to continue normal operations. Among such steps, which may be required, are the transfer of personnel from any other locations, hiring of additional short-term employees, and contacting with other entities to provide the necessary equipment or labor required to perform the Contractor's responsibilities under this Agreement

**Section 2.** All other provisions, sections, or requirements in the Agreement for Solid Waste Management Services dated November 19, 1998, not otherwise in conflict with the provisions

herein, shall remain in full force and effect.

**Section 3.** This Third Amendment to Agreement for Solid Waste Management Services shall be effective commencing February 28, 2019.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Third Amendment to Agreement as of the date first written above.

LEON COUNTY, FLORIDA

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

Jimbo Jackson, Chairman  
Board of County Commissioner

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

WASTE MANAGEMENT OF LEON COUNTY, INC.

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

\_\_\_\_\_  
(Print Name)

Area Vice President, Gulf Coast Area  
Waste Management of Leon County, Inc.  
382 Galleria Parkway, Suite 107  
Madison, MS 39210

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Area Vice President, Gulf Coast Area for WASTE MANAGEMENT OF LEON COUNTY, INC., who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

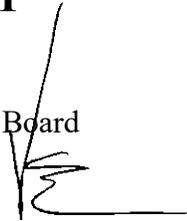
My Commission Expires: \_\_\_\_\_

# Leon County Board of County Commissioners

## Agenda Item #21

December 11, 2018

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

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

**Title:** Authorization to Negotiate with Waste Management, Inc. for Solid Waste Hauling and Disposal Services

<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>	Maggie Theriot, Director, Office of Resource Stewardship Scott Ross, Director, Office of Financial Stewardship

### **Statement of Issue:**

This item seeks Board consideration for the County to negotiate new terms for a contract extension with Waste Management, Inc. for the hauling and disposal of waste in order to ensure the long-term disposal of solid waste at the most competitive price.

### **Fiscal Impact:**

This item has a fiscal impact. If a revised contract extension is approved, the hauling and disposal contract would increase from the current \$25.00/ton to an estimated \$33.40/ton, an increase of 5.6% per year over the next six years. In comparison to today's market rates this would still be by far the lowest rate being paid in the entire region. The tipping fee at the Transfer Station would be increased to pay for the contract amendment.

### **Staff Recommendation:**

- Option #1: Authorize the County Administrator to negotiate a contract extension to the Hauling and Disposal contract with Waste Management, Inc., in a form approved by the County Attorney, based on the terms outlined in this agenda item, and bring back to the Board a final contract for consideration.
- Option #2: Prepare a budget discussion that may consider increasing the solid waste non-ad valorem assessment to pay for the increased cost and to reduce or eliminate the existing general revenue subsidy to the Solid Waste Fund.

Title: Authorization to Negotiate with Waste Management, Inc. for Solid Waste Hauling and Disposal Services  
December 11, 2018  
Page 2

---

## **Report and Discussion**

### **Background:**

This item seeks Board consideration for the County to negotiate new terms for a contract extension with Waste Management, Inc. (WMI) for the hauling and disposal of waste from the Transfer Station to the Spring Hill Landfill in order to ensure the long-term disposal of solid waste at the most competitive price.

With the construction and opening of the transfer station in 1998, the County entered into an agreement with WMI for the hauling and disposal of waste to the Springhill Landfill. The initial term of the contract was for a ten-year period with optional five-year term renewals. Under the terms of the contract with Waste Management, the County owns and operates the transfer station, while WMI transports the waste for disposal at the Springhill Landfill. The contract does not require a minimum amount of waste to be provided and allows the County to divert any waste for the purposes of recycling or any other environmental benefits.

Since the opening of the Transfer Station, the WMI contract for hauling and disposal has been paid for in two ways: 1) through tipping fees collected at the transfer station on a per tonnage basis and 2) the County's \$40 non-ad valorem assessment for residential properties in the unincorporated area set in 1994. The current tipping fee was established via resolution by the Board and in addition to paying Waste Management, pays for the cost of operating and maintaining the transfer station as well as the County's hazardous waste management disposal program. The resolution authorizes the Transfer Station fee to be adjusted annually for changes in the hauling and disposal contract, as well as, the cost of operations. The current tip fee at the transfer station is \$38.80 per ton, of which \$25.00 per ton is paid to Waste Management under the terms of the existing contract.

For the unincorporated area, waste is brought to the transfer station in two ways 1) by Waste Pro from its curbside unincorporated residential collection accounts and 2) the County brings waste from the rural waste collection centers. The County does not pay a tipping fee, as the County pays for the disposal of this waste by levying an annual \$40 non-ad valorem assessment on the tax bill and a general revenue transfer. To pay for the increased cost, the transfer can be adjusted accordingly as part of the annual budget process, or as discussed later in the item, an increase in the non-ad valorem assessment could be considered. For commercial accounts, Waste Pro charges based on the frequency of pick-up and the size of the container; Waste Pro would need to determine if their existing fees can pay for the increased costs or if they would need to increase their rates.

For the City of Tallahassee, waste is brought to the transfer station by the City for both residential and commercial accounts. The City pays the County the tipping fee for all City waste brought to the transfer station. To pay the County Transfer Station tipping fee and the City collection costs, the City of Tallahassee assesses residential customers a monthly fee on their utility bill and charges commercial accounts based on frequency of pick-up and the size of the container. Like the County, the City will need to determine how to pay for any increased cost

Title: Authorization to Negotiate with Waste Management, Inc. for Solid Waste Hauling and Disposal Services  
December 11, 2018  
Page 3

---

which the City may be able to accomplish through the use of existing resources, through rate increases or a combination of both.

After the initial ten-year period, the County and WMI have entered into two successive five-year renewals. For the second five-year renewal, in 2013, the County successfully renegotiated with WMI to reduce the per-ton fee by 10%. At that time, the per-ton rate was reduced from \$26.69 to \$24.04, resulting in an annual savings of \$435,000 collectively between the City and County. The City's waste comprises over 70% of the material received at the Transfer Station, and received the majority of the savings.

Pursuant to the contract, the County is required to notify WMI of the County's intent to renew 180 days prior to the end of any term. Based on the current term, the County had until November 1, 2017 to notify WMI of its intent to renew the contract for an additional five-year term (May 1, 2018 – April 30, 2023). As recommended by staff, at the September 20, 2017 meeting, the Board approved notifying WMI of the County's request to renew. Notification was sent to WMI within the required contract time frames.

Due to escalating costs to operate the Springhill Landfill, approximately six months after receipt of the County's notice of renewal, WMI requested to enter into negotiations to renew the disposal contract at an increased rate due to substantial cost increases (Attachment #1). WMI indicated that without an increase in the rate, they would be unable to continue servicing the contract and would terminate the agreement in six months. The County Attorney has concluded, however, that under the terms of contract, the County did provide the proper renewal notice to WMI. Correspondingly, the County Attorney has stated that WMI did not timely notice the County of WMI's desire to renegotiate. As a result, the County Attorney contends that the current terms of the contract remain in effect for the remainder of the agreement April 30, 2023 (Attachment #2).

However, in the best interest of the County, the County Administrator and County Attorney recommend working with WMI to negotiate terms that are mutually beneficial to both parties in order to resolve the matter out of court and in the interest of continuing to provide this essential service at the most competitive price to the community.

**Analysis:**

Under the terms of the existing agreement, the County pays \$25.00 per ton to WMI for the hauling and disposal of waste from the transfer station to the Springhill Landfill. As described in more detail later in the analysis section, this rate is substantially lower than all other regional landfills and the rate charged by WMI to other customers disposing of waste at the Springhill Landfill. However, prior to considering renegotiating with WMI, a thorough analysis of alternatives was conducted to ensure the County continues to provide for the long-term disposal of waste in the most efficient and cost effective manner.

The Florida statewide average landfill fee is \$54.67/ton (excluding hauling costs) compared to the \$25.00/ton (including hauling costs) that Leon County currently pays. In the region, in

Title: Authorization to Negotiate with Waste Management, Inc. for Solid Waste Hauling and Disposal Services

December 11, 2018

Page 4

In addition to Springhill, there are three alternative landfills. All three landfills are owned and operated by local governments. County staff contacted and had preliminary discussions with all three landfill operators. All three landfills expressed an interest in providing service to Leon County, but readily acknowledged Leon County has an extremely competitive agreement with WMI. Without entering into formal negotiations, Table 1 provides the current estimated cost (including the estimated hauling costs) to dispose of waste at each of the landfills. While more formal negotiations with any of these alternative landfills may produce lower costs than reflected in Table 1, it is not anticipated that rates and terms would be lowered enough to be competitive with WMI.

<b>Table 1: Comparison to Regional Landfills</b>	
	<b>Fee/Ton*</b>
Leon County (current)	\$25.00
Leon County (FY2024)	\$33.40
Thomas County, GA	\$47.00
Decatur County, GA	\$52.00
Aucilla Regional Landfill (Greenville, FL)	\$52.00
Florida Average Fee	\$54.67**

\*Includes transportation costs.

\*\*Source: Environmental Research & Education Foundation, "Analysis of Municipal Solid Wasted Tipping Fees, April 2018". Hauling cost not included.

As reflected in Table 2, Leon County's current rate also compares very favorably to other regional customers of WMI's Springhill Landfill.

<b>Table 2: Comparison of Waste Management Springhill Landfill Customers</b>	
<b>Customers</b>	<b>Fee/Ton*</b>
Leon County (83.4 miles)	\$25.00
Leon County (FY2024)	\$33.40
Okaloosa (97.7 miles)	\$34.10
Early County/Blakely, GA (52.9 miles)	\$35.40
Seminole County, GA (44.7 miles)	\$38.00
Dothan, AL (27.2 miles)	\$38.39

\*Includes transportation costs. (Total distance to Springhill shown for each customer.)

According to WMI, Leon County is the largest customer of the Springhill Landfill and also pays the lowest rate. Though not reflected in Table #2, WMI indicated that Walton County currently

Title: Authorization to Negotiate with Waste Management, Inc. for Solid Waste Hauling and Disposal Services  
December 11, 2018  
Page 5

---

pays \$28.00/ton. However, Walton County has had an exclusive contract with WMI for over two decades. In addition to hauling and disposal, the contract also includes exclusive commercial and residential collection for the County. The contract has not been bid and all amendments are done through extensions to the existing agreement. In addition, Walton County's is closer to the Springhill Landfill (58 miles) compared to Leon County (83.4 miles) which therefore results in a lower transportation cost for Walton County.

In addition to negotiating with regional landfills, or negotiating directly with WMI, the County could consider competitively bidding for the hauling and disposal services. All three landfills listed in Table 1 have indicated that while they would be interested in disposing of Leon County waste, as they are owned and operated by local governments, they would not participate in a competitive bid process.

As an additional point of comparison, in 2017 Okaloosa County entered into a competitive procurement process for curbside collection, operations of their transfer station and for the hauling and disposal of solid waste. Including all of the services under one contract allows the provider to optimize their resources, reduce costs and offer competitive rates. In response to their procurement process, Okaloosa County received bids ranging from \$34.69/ton to \$53.21/ton for the hauling and disposal component. Ultimately, Okaloosa County entered into a contract with WMI and are currently paying \$34.10/per ton for hauling and disposal of waste to the Springhill Landfill. Prior to pursuing a competitive procurement process, WMI and Okaloosa County had been negotiating a contract extension at lower rates to Okaloosa County than were realized through the competitive procurement process.

As a result of the analysis, Leon County has had preliminary discussions with WMI on possible terms for an extension to the existing agreement. Directly negotiating with WMI provides the County the most favorable conditions to ensure the long-term disposal of solid waste at the most competitive price.

After extensive discussions with WMI over the past several months, terms for a possible contract extension include (Attachment #2):

- Though the proposed increases are reasonable, the current rate would remain in effect through September 30, 2019, which allows for any increases to be contemplated as part of the County (and City's) budget processes.
- An initial disposal term of contract is for 10 years, with one 10-year extension at the mutual consent of both parties. This extension ensures for the long-term disposal of solid waste and provides certainty for costs.
- The transportation/hauling term of the contract is for five years, with five-year extensions based on the mutual agreement of both parties. The transportation/hauling terms are separated due to Waste Management's third party agreement with a transport hauler and cannot guarantee these terms for ten years.

Title: Authorization to Negotiate with Waste Management, Inc. for Solid Waste Hauling and Disposal Services  
December 11, 2018  
Page 6

---

- To provide initial budget certainty, the extension proposes set increases for the first three years of the contract. Beginning in year three, increased include inflationary adjustments:
  - October 1, 2018: No change to current price
  - October 1, 2019: \$2.50 increase (transportation/hauling increase)
  - October 1, 2020: \$2.50 increase
  - October 1, 2021: \$1.50 increase and Garbage and Trash CPI
  - Beginning October 1, 2022 through September 30, 2029: The rate would only increase by the Garbage and Trash CPI.
  - To protect against possible excessive inflation in the future, annual rate increases would be capped at no more than 7%. Correspondingly, to ensure WMI continues to cover operating cost increases, the contract provides for a minimum 2.0% increase annually.

Based on these terms and utilizing historic inflation trends, Leon County's October 1, 2023 hauling and disposal rate would be \$33.40. Over the next six-year period, the increase is approximately 5.6% per year. After October 1, 2022, the contract would increase by the Garbage and Trash CPI or approximately 2.0% per year based on historic trends.

Additionally the balance of the terms from the existing Agreement would remain in place, including, but not limited to:

- Leon County is not required to provide a minimum level of annual tonnage. As the County continues to promote reuse and recycling, tonnages could decrease in the future. There is no penalty (i.e. increase in the per tonnage cost) if the amount of tonnage processed is reduced.
- Leon County has the ability to divert waste for recycling and other environmental benefits. The County works closely with other regional partners (i.e. Marpan Recycling) to process recycled materials and increase the amount of material the County recycles. In addition, the County diverts yard debris to be processed separately as opposed to the yard debris being buried in a landfill.
- If the average annual cost of fuel exceeds the price of fuel from the original contract year, the County pays a fuel adjustment charge. As diesel prices have decreased over the past several years, this annual payment has also decreased.

The County's solid waste enterprise operations functions like a business, meaning fees are established to pay for the cost of operations. The majority of costs of the hauling and disposal contract are paid for by the Transfer Station tip fee. The County has an approved Transfer Station Fee resolution that authorizes the Transfer Station fee to be adjusted annually for changes in the hauling and disposal contract, as well, the cost of operations. The transfer station tip fee would therefore be adjusted annually to include the proposed increases.

Title: Authorization to Negotiate with Waste Management, Inc. for Solid Waste Hauling and Disposal Services

December 11, 2018

Page 7

Excluding Marpan waste, the transfer station processes approximately 212,000 tons of solid waste annually which equates to a \$5.3 million payment to WMI. Of the 212,000 tons, the City of Tallahassee generates 141,000, the unincorporated area generates 27,000 and the balance is divided among large institutional contracts and Wakulla County. The City's larger amount is a result of the majority of the commercial accounts being located within the City. Table #3 reflects the estimated costs increases for the County and City.

<b>Table 3: Estimated Annual Cost Impact of Proposed Contract Amendment</b>			
	Estimated Rate Increase	County	City
FY2019	No change	\$0	\$0
FY2020	\$2.50 per ton	\$67,500	\$352,000
FY2021	\$2.50 per ton	\$67,500	\$352,000
FY2022	\$2.10 per ton	\$56,700	\$296,250
FY2023	\$0.64 per ton	\$17,365	\$90,683
FY2024 – FY29*	\$0.66 per ton	\$17,713	\$92,500

*\* Estimated based on projected inflation for garbage and trash at 2% per year. In FY 2024, the contract amendment would allow based on mutual agreement to adjust for increased costs associated with the hauling portion of the contract.*

The County does not pay the tip fee at the Transfer Station, as the County currently pays for the disposal of this waste by levying an annual \$40 non-ad valorem assessment since 1994 on the tax bill on properties in the unincorporated and a general revenue transfer. As the non-ad valorem assessment does not cover these costs, so as to not raise the non-ad valorem assessment, the County subsidizes the solid waste fund with general revenues. To pay for the increased cost, the general revenue subsidy can be adjusted accordingly as part of the annual budget process, or an increase in the non-ad valorem assessment could be considered through a budget discussion item.

For commercial accounts in the unincorporated area, Waste Pro charges based on the frequency of pick-up and the size of the container; Waste Pro would need to determine if their existing fees can pay for the increased costs or if they would need to increase their rates.

For the City of Tallahassee, waste is brought to the transfer station by the City for both residential and commercial accounts. The City pays the County the tipping fee for all City waste brought to the transfer station. To pay the County Transfer Station tipping fee and the City collection costs, the City of Tallahassee assesses residential customers a monthly fee on their utility bill and charges commercial accounts based on frequency of pick-up and the size of the container. Like the County, the City will need to determine how to pay for any increased cost which the City may be able to accomplish through the use of existing resources, through rate increases or a combination of both.

In addition to customers that bring waste to the transfer station, Leon County's recycling partner, Marpan, also benefits from the hauling and disposal agreement. Any residual waste from Marpan's recycling facility is disposed of at the Springhill Landfill, under the terms and

Title: Authorization to Negotiate with Waste Management, Inc. for Solid Waste Hauling and Disposal Services  
December 11, 2018  
Page 8

---

conditions of the County and WMI's agreement. Therefore, Marpan will also be subject to any changes to the contract. Currently, Marpan is disposing of approximately 33,000 tons annually at the Springhill Landfill.

Given the critical nature of handling the community's waste in a reliable, cost effective, and environmentally safe manner, it is mutually beneficial for the County and WMI to seek a long-term solution that offers stability for both parties. Due to the favorable existing contract terms Leon County has with WMI and the limited alternative options to dispose of waste, pursuing a contract extension provides the most cost effective option for the County. The proposed terms of the contract extension still allow Leon County to have the lowest cost for hauling and disposal while eliminating the risk of increased costs and less favorable terms. As such, this item recommends formalizing a long-term contract extension based on the preliminary terms outlined in this agenda item. A final contract will be brought back to the Board for consideration.

By proceeding with any proposed contract changes now, this allows the County and City to contemplate any increases as part of next year's budget development process.

**Options:**

1. Authorize the County Administrator to negotiate a contract extension to the Hauling and Disposal contract with Waste Management, Inc., in a form approved by the County Attorney, based on the terms outlined in this agenda item and bring back a final contract to the Board for consideration.
2. Prepare a budget discussion that may consider increasing the solid waste non-ad valorem assessment to pay for the increased cost and to reduce or eliminate the existing general revenue subsidy to the Solid Waste Fund.
3. Take no action and authorize the County Attorney to defend any legal action if Waste Management, Inc. fails to perform under the terms of the existing five-year extension.
4. Authorize staff to enter into formal negotiations with regional landfills and provide an update to the Board on possible terms and conditions.
5. Authorize staff to conduct a competitive procurement of hauling and disposal services for waste processed at the transfer station.
6. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. May 21, 2018 Notification by Waste Management to renegotiate or terminate contract
2. June 20, 2018 County Attorney's letter in response to Waste Management notification
3. October 25, 2018 letter from Waste Management detailing final proposed terms for new contract

**Leon County  
Board of County Commissioners**

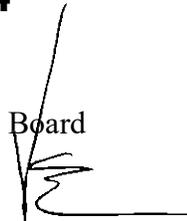
**Notes for Agenda Item #14**

# Leon County Board of County Commissioners

## Agenda Item #14

February 12, 2019

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

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

**Title:** Request for Proposals for the Division of Tourism's Contracted Marketing, Public Relations, and Research 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 Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Kerri Post, Director, Division of Tourism Shelly Kelley, Director, Purchasing Nicki Paden, Management Analyst

### **Statement of Issue:**

This item seeks Board authorization for staff to issue three separate Request for Proposals for marketing/advertising, public relations, and research services to be contracted through the Division of Tourism.

### **Fiscal Impact:**

This item has a fiscal impact. Adequate funds for contractual services are anticipated to be available in the County's FY 2020 budget through the Division of Tourism.

### **Staff Recommendation:**

- Option #1: Approve the scope of services and authorize the issuance of Request for Proposals for Tourism Marketing/Advertising Services (Attachment #1).
- Option #2: Approve the scope of services and authorize the issuance of Request for Proposals for Tourism Public Relations Services (Attachment #2).
- Option #3: Approve the scope of services and authorize the issuance of Request for Proposals for Tourism Research Services (Attachment #3).

## **Report and Discussion**

### **Background:**

As proposed, the scopes of services for these contracted services to be included in the RFPs provide specific goals, objectives, and strategies to support the Tourism Strategic Plan approved by the Board on June 19, 2018 and the following FY2017-FY2021 Strategic Plan Bold Goal:

- Grow the five-year tourism economy to \$5 billion. (BG1)

This particular Bold Goal aligns with the Board's Economy Strategic Priority:

- (EC4) Grow our tourism economy, its diversity, competitiveness, and economic impact.

This item seeks Board authorization for staff to issue three separate Request for Proposals for tourism marketing, public relations, and research services to include the attached proposed scopes of services (Attachments #1, #2, and #3).

Leon County, through the Division of Tourism, procures tourism marketing/advertising, public relations, and research services through a competitive bidding process. These services support the Division of Tourism's efforts to promote Tallahassee-Leon County as a visitor destination and grow the tourism economy.

The County is in its fifth and final year of its agreements with The Zimmerman Agency for marketing and public relations services and Downs & St. Germain Research for market research and analysis services. As currently contracted, The Zimmerman Agency serves as the agency of record for the destination to provide integrated marketing communications to advertise, publicize and promote the Tallahassee-Leon County area. The County's contracted market research firm, Downs and St. Germain Research, provides tourism related data and analysis including the profiles, trends, and economic impact of visitors in the community. Both contracts, effective on October 1, 2014, were set for two years with the option of three additional one-year period extensions to ultimately conclude on September 30, 2019.

Historically, the County has issued a singular Request for Proposals (RFP) for marketing/advertising and public relations services along with a stand-alone RFP for research services. This item seeks Board authorization for staff to issue three separate RFPs for marketing/advertising, public relations, and research to initiate the competitive bidding process for these services.

### **Analysis:**

The County has utilized private vendors for tourism marketing and public relations, combined with a separate research and analysis contractor, to support the efforts in promoting the Tallahassee-Leon County area and analyze the demographics, psychographics and economic impacts of visitors from regional, national, and international markets. The County's continued investment in the promotion and growth of the market as a destination continues to generate a significant return on

investment as demonstrated by hotel occupancy rates and visitor spending in the community. In 2018, Leon County welcomed nearly 2.4 million visitors from 44 states and 36 countries, and supported more than 14,500 jobs in the community.

As mentioned previously, staff has identified an opportunity to refine the County's structure for these services to best support the Division of Tourism's efforts in achieving the County's targeted outcomes. Currently, the County contracts marketing/advertising and public relations services within the same agreement which may limit potential vendors to large, full-service agencies with the ability to provide both services. Alternatively, separate agreements could allow the public relations services to be contracted through a smaller, specialized firm to directly provide services to the County. In today's marketplace, smaller agencies with specialized focused models of service directly reporting to the client, have proven to be nimble, innovative, and accessible models worth exploring. To best support the County's destination marketing efforts, staff recommends procuring marketing/advertising and public relations services in separate contracts. It should be noted that this refinement would not preclude a singular agency from being awarded both contracts.

As authorized by the Board, staff will issue three separate RFPs for marketing/advertising, public relations, and research services including the approved scopes of services that detail specific goals, objectives, and strategies to be fulfilled. Consistent with the current contracts, staff recommends an initial contract period of two years for each service; thereafter, the County will have the option to extend the agreement for no more than three additional one-year periods. Such renewals will be automatic unless a written notice of non-renewal is provided to the contractor, no less than 30 days prior to the expiration date. As detailed in the scopes of services, the budget for marketing, public relations, and research services is dependent on the availability of funds and approval of the Division of Tourism budget. The RFPs will offer the following estimated annual budget ranges for each service:

- Marketing/Advertising Services: \$1,000,000 - \$1,500,000
- Public Relations Services: \$100,000 - \$140,000
- Research Services: \$120,000 - \$150,000

In accordance with Board Policy, the County Administrator will appoint a 3-5-member evaluation committee to review bid responses for each RFP. Following the initial review, the committee will rank the bid responses and advance the top scoring firms to be interviewed and evaluated based on the selection criteria provided in the RFPs. All three RFPs will include Local Preference and M/WBE requirements. The top ranked firm for each contract, as determined by the evaluation committee, will be recommended to the Board for final approval in summer 2019 prior to the anticipated contract commencement on October 1, 2019.

Should the Board not wish to commence the competitive bidding process and prefer to retain the existing vendors, Option #4 provides that guidance to the County Administrator. As professional services contracts, the Board has the discretion to extend any or all of the County's existing agreements for marketing, public relations, and research services without the issuance of an RFP. The last RFP for these services was issued in May 2014.

**Options:**

1. Approve the scope of services and authorize the issuance of Request for Proposals for Tourism Marketing/Advertising Services (Attachment #1).
2. Approve the scope of services and authorize the issuance of Request for Proposals for Tourism Public Relations (Attachment #2).
3. Approve the scope of services and authorize the issuance of Request for Proposals for Tourism Research Services (Attachment #3).
4. Do not approve the issuance of Request for Proposals for Tourism Marketing/Advertising, Public Relations and Research Services and direct the County Administrator to renew the existing contracts for Tourism Marketing, Public Relations and Research Services, in a form to be approved by the County Attorney.
5. Board direction.

**Recommendation:**

Options #1, #2, and #3

**Attachments:**

1. Draft Scope of Services for Tourism Marketing/Advertising Services
2. Draft Scope of Services for Tourism Public Relations Services
3. Draft Scope of Services for Tourism Research Services



**REQUEST FOR PROPOSALS**

**FOR**

**MARKETING/ADVERTISING & PROMOTIONAL SERVICES  
FOR THE LEON COUNTY DIVISION OF TOURISM**

**PROPOSAL NUMBER BC-XX-XX-19-XX**

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

Release Date:

## I. OVERVIEW

Leon County Board of County Commissioners, Division of Tourism “The County” is accepting proposals from qualified vendors for the professional services of a qualified full-service marketing and advertising agency and/or agencies (a joint venture of multiple specialized agencies is also acceptable) to work with Leon County Tourism in the development, implementation and evaluation of Tourism’s strategic, integrated marketing programs to promote Tallahassee/Leon County Florida as a premier travel destination to state, regional, national and international markets. Leon County Division of Tourism seeks an agency partner(s) that can help develop and deliver an integrated program that maximizes paid, owned, and shared media strategies. Promotional activities will be implemented on a regional and national level as directed. The successful vendor will work in collaboration with the vendor providing the Public Relations Services for consistency of messaging and effective marketing integration in promotion of the destination. In the event the two contracts are awarded to two individual agencies, Tourism staff will work with both agencies to establish and formalize communication and collaboration processes to ensure success.

Funding for Leon County Tourism promotion comes from the Local Option Tourist Development Tax (TDT) – a surcharge on the rental of short-term accommodations such as hotel/motel rooms, condominiums, and private home rentals for six months or less. As required by Chapter 125.0104, Florida Statutes, the Tourist Development Council, in its capacity as an advisory committee appointed by the Board of County Commissioners (BOCC), provides oversight of the TDT funds and their allowable uses. The Leon County Division of Tourism is known within the tourism industry as Visit Tallahassee.

The budget for Marketing/Advertising & Promotional Services is anticipated to be in the range of \$1,000,000 - \$1,500,000 annually depending on availability of funds and final approval of the Division of Tourism budget. Annual budgets may be increased or decreased as needed, depending on available funding. The specific compensation for the contract will be negotiated.

The initial contract term is anticipated to be two (2) years. After the initial two (2) year period, at the sole option of the County, the Agreement may be extended for no more than three (3) additional one (1) year terms. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term. County renewal will be in part dependent upon quality of service and acceptability of costs.

## ATTACHMENT A – SCOPE OF SERVICES

### I. INTRODUCTION

The Mission of the Leon County Division of Tourism is to enhance the region’s economic growth and quality of life by collaboratively inspiring the vitality of the Visitor Economy.

The Vision of the Leon County Division of Tourism is for the Tallahassee region to be recognized as appreciated as one of the most diverse and vibrant destinations in the Southeast.

In an effort to achieve the above, the County desires to contract with a full-service marketing and advertising agency to work with Leon County Tourism in the development, implementation and evaluation of Tourism’s strategic, integrated marketing programs to promote Tallahassee/Leon County Florida as a premier travel destination to state, regional, national and international markets. Leon County Division of Tourism seeks an agency partner(s) that can help develop and deliver an integrated program that maximizes paid, owned, and shared media strategies. Promotional activities will be implemented on a regional and national level as directed. The successful vendor will work in collaboration with the vendor providing the Public Relations Services for consistency of messaging and effective marketing integration in promotion of the destination. In the event the two contracts are awarded to two individual agencies, Tourism staff will work with both agencies to establish and formalize communication and collaboration processes to ensure success.

#### Background Information

##### 1. Market Overview

###### a. Targeted audience segments include but not limited to:

Consumers: Families with children, outdoor/nature/adventure enthusiasts, sports/recreation, arts and culture, history and heritage, culinary and craft beer aficionados.

Travel Trade: media, meeting planners, sports teams/organizations, tour operators

###### b. Feeder Markets

Traditional geographic markets include major Designated Market Areas (DMAs) in Florida and the Southeast. Florida, Alabama, and Georgia have served as the foundation of media placement since more than 80 percent of visitors arrive to the destination by car.

###### c. Seasonality

Traditionally, the Florida Legislative Session (March-April or January-February depending on the year) generates high hotel occupancy Monday-Thursday. Legislative Committee meetings typically precede the commencement of the regular Legislative Session by 45-60 days.

The college football season (September through November) offers significant visitation for weekend home games for Florida State University (FSU) and Florida Agricultural and Mechanical University (FAMU). Other sports such as cross country, soccer, basketball and baseball can influence visitation during other times of the year.

Opening Date:

---

The primary strategy is to increase visitation during shoulder months and generate hotel stays and the related economic benefits of visitation throughout the year.

Quarterly and annual research reports are available on VisitTallahassee.com or by request.

## II. SCOPE OF WORK

The Leon County Division of Tourism seeks a full-service marketing and advertising agency or a joint venture of multiple specialized agencies with the ability to provide a broad range of marketing services, including, but not limited to:

- Account Services
- Accounting, billing, invoice reconciliation
- Branding and brand management
- Collateral development
- Cooperative advertising programs
- Creative and production services for traditional, digital, and emerging mediums
- Creative planning and execution of programs
- Digital marketing & ad serving
- Event procurement & production
- Industry relations and events
- Interactive media
- Media planning, evaluation, negotiation, and purchasing
- Media point-of-view review/analysis/recommendation
- Mobile and mobile application development and maintenance
- Mobile tracking and reporting
- Print and broadcast ad trafficking
- Regional promotion and cross-branding
- Research and strategic planning
- ROI & KPI measurement, tracking and reporting monthly
- Search Engine Marketing
- Search Engine Optimization
- Social Media planning, execution, reporting & analysis
- Social Media Influencers
- Subcontracting for goods and services as necessary to execute marketing programs
- Website content curation & design
- Website tracking/reporting
- Other related services as needed

### A. Creative Planning & Execution

1. Develop an over-arching marketing campaign that will be integrated across all of Leon County Tourism's marketing initiatives.
2. Create unified creative assets that clearly communicate the brand message and destination's attributes to meet or exceed Leon County Tourism's goals and objectives.
3. Provide creative and other support as needed for other Leon County Tourism programs and projects, including creative support for the annual Visitors Guide, monthly e-newsletters, websites, advertising

material production, the Visitor Center(s), and other Leon County Tourism assets.

B. Strategic Planning and Execution

1. Develop an annual marketing strategy to increase tourism in the destination, with an emphasis on promoting the area using paid, owned, and shared media and marketing strategies.
2. Create strong media strategies that reach our visitor profile in new and emerging markets.
3. Develop advertising programs in coordination with the tourism team and its partner program members that meet the overall marketing objectives.

C. Account Services

1. Daily/weekly communication with Tourism team.
2. Required to be consistently available and in-market no less than 10 days each month, to include at a minimum one Saturday and Sunday each month to capture activities and events for posting across all social platforms.
3. Bi-Monthly presentation to Tourist Development Council.
4. Accurate, on-time monthly billing for media and agency services, including proof of performance and proof of payment.
5. Monthly digital analytics and media/campaign ROI.
6. Extensive organizational skills and exemplary communication skills
7. More than a 30% change in staff working on the account within 12 months may warrant cancellation of contract.

III. LEON COUNTY DIVISION OF TOURISM EXPECTATIONS

A. General Expectations

The advertising agency must have extensive experience in destination marketing as demonstrated in case studies and examples provided.

Leon County Tourism will require innovative concepts and strategies along with a demonstration of quantifiable results as well as a working knowledge of the marketing issues and challenges of the tourism industry. Agency(s) must have a history of creating successful branding campaigns and effective creative executions across all possible media; have comprehensive media planning and buying capabilities with an ongoing commitment maximizing all media spending; demonstrate in-house digital experience and capabilities to manage redesign and upgrade the LCDT websites; have experience in developing and implementing successful cooperative advertising programs with local, state, and national partners; and have implemented billing practices and procedures per government accounting specifications.

Operational requirements include:

- If located outside of the Tallahassee/Leon County area, the agency shall **be consistently available and in-market no less than 10 days each month, to include at a minimum one Saturday and Sunday each month to capture activities and events for posting across all social platforms.**
- The selected agency shall assign a permanent team that will take ownership of the Leon County Tourism account. Vendor must be willing to assign one account manager to this account and

Opening Date:

---

demonstrate the percentage of that individual's time will be devoted to this account. Frequently changing or *ad hoc* assignment of personnel will not be permitted.

- All media and outside purchases will be at net cost with no markup. Fees and commissions, if any, shall be paid to the County or credited against agency billings.
- Written estimates must be provided for each billable job and this signed estimate must accompany billing. If changes are necessary because of a request by the LCDT, TDC or for other reasons, new estimates must be provided and signed prior to any execution.
- Billing per job must include proof of agency payment for outside expenses, copies of all out of pocket expenses incurred, signed estimate and affidavit indicating total number of agency hours incurred.
- Leon County retains ownership and all rights of use (including by assigns) of all marketing and advertising materials generated by agency(s) and paid for by the County for use in its campaigns. High resolution digital copies of all final ad materials to be provided to the LCDT and TDC by the 15<sup>th</sup> of each month.
- Leon County maintains the right to use any agency-generated materials as it deems necessary and may do so without consent or approval.
- The LCDT requires universal releases for materials unless mutually agreed cost considerations become prohibitive; such as model releases, music, photography, etc. Any restrictions on contracted materials such as photography, talent, models, etc. are to be provided to the TDC in advance with implications stated. In general, buyouts should be incorporated into the initial production costs.
- The LCDT shall have final review and approval of all work concepts, created and or produced for the account by the agency.
- The LCDT retains the right to hire/contract/work with other advertising, marketing, promotion or technology agencies/vendors including freelance creative suppliers as deemed appropriate to achieve the County needs.
- The LCDT must be advised of all new business solicitations by the selected agency so the LCDT can determine if these present a potential conflict of interest.

The selected agency, in consultation with Leon County Tourism staff, shall suggest and implement strategies to expand the impact of the Leon County Tourism's branding and marketing campaign while allowing for the broadest possible exposure. Such strategies may include maximizing the usage of partner and cooperative advertising initiatives as well as identifying promotional and marketing opportunities, with a particular emphasis on digital partnerships.

The selected agency must have significant experience in destination marketing, or with hospitality providers (i.e., hotels, restaurants) entertainment venues, transportation providers (airlines, cruise) and expertise in targeting primarily leisure travel consumers as well as travel industry professionals such as, but not limited to, travel agents, tour operators, meeting planners, sports events organizations and convention organizers.

The selected agency shall explore joint advertising programs which would pair Leon County Tourism with travel-related advertisers, i.e. airlines, automobile rental companies, credit card companies, and consumer goods/corporate companies, and other hospitality-related ventures, etc.

The selected agency shall be in-market for discovery after contract execution and before October 1, 2019 start date.

**B. Goals and Objectives**

Leon County Division of Tourism's Goals & Objectives are as follows:

Opening Date:

---

- Grow the economic impact of tourism to \$5 billion in 5 years by Sept. 2021 (currently: \$1.8 billion in 2 years)
- Increase Tourist Development Tax revenue by 10%
- Increase visitor spending by 10%
- Increase length of stay by 5%
- Increase partner exposure by 20%
- Increase social media engagement (both visitors and locals) by 30%

The above Goals & Objectives will be achieved via the following strategies using data obtained by Research vendor:

- Clearly identify the profile of our current visitor
- Clearly identify the profile of new & emerging visitor
- Identify opportunity gaps
- Develop strategies to grow existing markets
- Develop strategy to reach visitors in new & emerging markets

As part of Leon County Tourism's transparency, the following Key Performance Indicators (KPIs) will be included as clear measures of success:

- % increase/decrease in bed-tax revenue (ROI)
- Online Sessions YTD
- Online Sessions MOM
- Clicks to/from partner sites
- % increase/decrease in website traffic
- Average visits per month
- Growth & engagement in social platforms
- Growth & engagement in email subscriber base

In addition to the above overall Goals & Objectives, each platform, and the paid, owned and shared media initiatives, will also be measured consistently. KPIs, along with their particular strategies, goals and objectives, and are as follows:

1. Paid Media

- a. Strategy - Examine and define the competitive set to determine what makes the Tallahassee area unique. Understand and engage our appropriate target audience and communicate our brand clearly via in new and emerging markets.
- b. Goals & Objectives
  - Maximize messaging primarily against the consumer leisure traveler
  - Concentrate efforts on the New and Emerging Visitor and markets
  - Increase awareness for the Tallahassee area as a year-round vibrant destination
  - Focus and increase brand awareness against primary markets

2. Owned Media

Opening Date:

---

- a. Strategy - To develop a content-based asset inventory that positions us as a vibrant destination, clearly communicates our brand and highlights our industry partners.
- b. Goals & Objectives
  - Develop a unified content plan that highlights our brand message across multiple platforms and touch points
  - Expand promotion of Premier, Signature and Sports events  
Including promotion of long-standing, strong performing events through the Legacy Events Program (anticipated to be finalized in Spring 2019)
  - Promote content that drives traffic to VisitTallahassee.com, Trailahassee.com, and CapitalCityAmphitheater.com, and ultimately to our partners
  - Expand content to highlight partners through eNewsletters, sweeps and promotions
  - Increase lead generation opportunities to grow databases
- c. Key Performance Indicators
  - Downstream traffic to partner sites
  - Increased media value
  - Increased engagement on social media platforms

3. Shared Media

- a. Strategy - Continue creating engaging content and utilizing all touchpoints available within each platform. Optimize the ROI by maintaining our focus on algorithm changes to ultimately increase partner engagement.
- b. Goals & Objectives  
Increase the destination's engagement by 30% YOY
- c. Key Performance Indicators
  - Increased engagement
  - Increased impressions and broader reach
  - Growth and quality of fans/followers

C. Performance Measurement and Financial Consequences

Depending on availability of funds and final approval of the Division of Tourism's budget, the Division and the agency will outline mutually agreed upon annual and quarterly Key Performance Indicators (KPIs), based upon the final budget amount. The agency is expected to meet or exceed 100% of annual goals; the agency may meet at minimum 80% of quarterly goals in a given quarter, and not two consecutive quarters, as long as the annual goal is ultimately achieved. The agency shall advise the Division, in writing, of any extenuating or mitigating circumstances that will prohibit the agency from meeting the established agreed upon KPIs. Any failure by the agency to achieve either quarterly or annual KPIs may result in a reduction and/or non-payment of agency service fees.



**REQUEST FOR PROPOSALS**

**FOR**

**PUBLIC RELATIONS SERVICES  
FOR THE LEON COUNTY DIVISION OF TOURISM**

**PROPOSAL NUMBER BC-XX-XX-19-XX**

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

Release Date:

## I. OVERVIEW

The Leon County Board of County Commissioners, Division of Tourism “The County” is accepting proposals from qualified vendors for the professional services of a qualified PR and communications company for tourism-related Public Relations Services to publicize and promote the Tallahassee-Leon County area as a preferred visitor destination through editorial placements in print, broadcast, digital media, and regional and national public relations activities. The agency should develop and maintain relationships with media and related state and regional industry, key travel and tourism media outlets through on-going media development activities which will allow greater access and success in securing positive editorial coverage for the area and its visitor attractions. Public relations activities will be implemented on a regional and national level as directed. The successful vendor will work in collaboration with the vendor providing the Marketing/Advertising Services for consistency of messaging and effective marketing integration in promotion of the destination. In the event the two contracts are awarded to two individual agencies, Tourism staff will work with both agencies to establish and formalize communication and collaboration processes to ensure success.

Funding for Leon County tourism promotion comes from the Local Option Tourist Development Tax (TDT) – a surcharge on the rental of short-term accommodations such as hotel/motel rooms, condominiums, and private home rentals for six months or less. As required by Chapter 125.0104, Florida Statutes, the Tourist Development Council, in its capacity as an advisory committee appointed by the Board of County Commissioners (BOCC), provides oversight of the TDT funds and their allowable uses. The Leon County Division of Tourism is known within the tourism industry as Visit Tallahassee.

The budget for Public Relations Services is anticipated to be in the range of \$100,000 - \$140,000 depending on availability of funds and final approval of the Division of Tourism budget. Annual budgets may be increased or decreased as needed, depending on available funding. The specific compensation for the contract will be negotiated.

The initial contract term is anticipated to be two (2) years. After the initial two (2) year period, at the sole option of the County, the Agreement may be extended for no more than three (3) additional one (1) year terms. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

## ATTACHMENT A – SCOPE OF SERVICES

### I. INTRODUCTION

The Mission of the Leon County Division of Tourism is to enhance the region’s economic growth and quality of life by collaboratively inspiring the vitality of the Visitor Economy.

The Vision of the Leon County Division of Tourism is for the Tallahassee region to be recognized as appreciated as one of the most diverse and vibrant destinations in the Southeast.

In an effort to achieve the above, the County desires to contract with a public relations and communications company tourism-related Public Relations Services to publicize and promote the Tallahassee-Leon County area as a preferred visitor destination through editorial placements in print, broadcast, and digital media, regional and national public relations activities. The agency should develop and maintain relationships with media and related state and regional industry, key travel and tourism media outlets through on-going media development activities which will allow greater access and success in securing positive editorial coverage for the area and its visitor attractions. Public relations activities will be implemented on a regional and national level as directed. The successful vendor will work in collaboration with the vendor providing the Marketing/Advertising Services for consistency of messaging and effective marketing integration in promotion of the destination. In the event the two contracts are awarded to two individual agencies, Tourism staff will work with both agencies to establish and formalize communication and collaboration processes to ensure success.

#### Background Information

##### 1. Market Overview

###### a. Targeted audience segments include but not limited to:

Consumers: Families with children, outdoor/nature/adventure enthusiasts, sports/recreation, arts and culture, history and heritage, culinary and craft beer aficionados.

Travel Trade: media, meeting planners, sports teams/organizations, tour operators

###### b. Feeder Markets

Traditional geographic markets include major Designated Market Areas (DMAs) in Florida and the Southeast. Florida, Alabama, and Georgia have served as the foundation for PR efforts since more than 80 percent of visitors arrive to the destination by car.

###### c. Seasonality

Traditionally, the Florida Legislative Session (March-April or January-February depending on the year) generates high hotel occupancy Monday-Thursday. Legislative Committee meetings typically precede the commencement of the regular Legislative Session by 45-60 days.

The college football season (September through November) offers significant visitation for weekend home games for Florida State University (FSU) and Florida Agricultural and Mechanical University (FAMU). Other sports such as cross country, soccer, basketball and baseball can influence visitation

during other times of the year.

The primary challenge is to increase visitation during week parts or shoulder months and generate hotel stays and the related economic benefits of visitation throughout the year

Quarterly and annual research reports are available on VisitTallahassee.com or by request.

DRAFT

## II. SCOPE OF WORK

The Leon County Division of Tourism seeks a PR Communications company with the ability to provide a broad range of communication services, including, but not limited to:

- Account Services
- Accounting, billing, invoice reconciliation
- Other related services as needed
- Develop, execute, and track public relations program in coordination with Leon County Tourism staff.
- ROI & KPI measurement, tracking and reporting monthly, bi-monthly presentations
- Monitor media trends and identify appropriate opportunities to pursue.
- Generate story ideas and conduct pitching of approved ideas.
- Apply current best practices while implementing an ROI/tracking system for earned media.
- Develop media events and publicity in targeted markets.
- Provide coordination for the development and implementation of media familiarization tours for domestic and international media, including traditional media and social media influencers.
- Develop and implement an on-going communication program for targeted media and local tourism industry such as a monthly e-news briefing (or other mechanism) of what's new, what's trending, hot stories, etc.
- Assist with the development of an updated, online pressroom.
- Work with Leon County Division of Tourism team and the selected Marketing/Advertising Agency to develop a comprehensive annual content plan and pitching plan.
- Develop crisis-specific messaging and develop a crisis-specific PR plan.

### A. Communications Objectives and Strategies

Tasks shall include, but not be limited to:

1. Continue building brand awareness and the intent to visit the destination among specific audience segments.
2. Increase the awareness of the Tallahassee area and the emotional and rational benefits of visiting or conducting meetings or sporting events here.
3. Maximize near-term intent to travel for leisure or business.
4. Communicate Tallahassee's strengths and related appeal to multiple audience segments.
5. Position Visit Tallahassee as the primary/official information source for comprehensive travel planning information for Leon County.
6. Communicate the diversity and uniqueness of the Tallahassee travel, meeting and sports event experience.
7. Complement and strengthen the promotional efforts of industry partners.
8. Build the LCDT and TDC's reputation among local industry stakeholders, business leaders and residents to ensure a strong leadership image for this important industry and as a valuable source for marketing and tourism information and support locally-targeted campaigns to increase awareness and support of the Tourism and Hospitality industry.
9. Promote the significant economic and quality of life benefits that the tourism industry brings to the residents of Leon County.
10. Increase the use of LCDT assets as a trip planning resource.
11. Generate exposure for local industry partners.
12. Promote annual Premier and Signature Events and County concerts at the Capital City Amphitheater.

- Including promotion of long-standing, strong performing events through the Legacy Events Program (anticipated to be finalized in Spring 2020)

B. Communications Tactics

Tasks shall include, but not be limited to:

1. Develop results-oriented, regional and national public relations campaigns that achieve visibility and positively influence travel decisions among specific audience segments in defined geographic markets
2. Leverage the destination assets as Florida's capital city
3. Showcase the diversity of visitor experiences through appropriate media and targeted messages focusing on arts and culture, nature-based activities, sports and recreation, history/heritage, shopping and dining; while generating greater intent to purchase and direct benefit to industry partners.
4. Maximize online exposure and consumer engagement while generating visitation to the LCTD's online media assets – [www.VisitTallahassee.com](http://www.VisitTallahassee.com), [www.CapitalCityAmphitheater.com](http://www.CapitalCityAmphitheater.com), and [www.Trailahassee.com](http://www.Trailahassee.com) and social media platforms.
5. Develop and manage public relations programs that benefit industry partners and seek comparable cooperative relationships for the TDC's benefit with state or regional partners. Design all communications to facilitate booking or increase intent to visit.
6. Manage the annual public relations plan while maintaining flexibility in seeking new opportunities and/or reacting to changing market conditions that impact travel behavior.
7. Identify opportunities with the media and retailers in key geographic markets that include opportunities for destination exposure and participation by local partners.

C. Annual Planning and Execution

Tasks shall include, but not be limited to:

1. Develop an annual PR strategy to increase destination exposure and result in increased visitation to the destination.
2. Create strong PR strategies that reach our visitor profile in new and emerging markets.

D. Account Services

Tasks shall include, but not be limited to:

1. Daily/weekly communication with Tourism team.
2. Required to be consistently available and in-market no less than 10 days each month, to include at a minimum one Saturday and Sunday each month.
3. Bi-Monthly presentation to the Tourist Development Council.
4. Accurate, on-time monthly billing for agency services, including proof of performance and proof of payment.
5. Monthly analytics and ROI reporting.
6. Extensive organizational skills and exemplary communication skills.

**III. LEON COUNTY DIVISION OF TOURISM EXPECTATIONS**

A. General Expectations

The PR communications company must have extensive experience in tourism and/or destination promotion as demonstrated in case studies and examples provided.

Leon County Tourism will require unique, innovative concepts and strategies along with the demonstration of quantifiable results. The selected agency shall assign a permanent team that will take ownership of the Leon County Tourism account and if the agency is located outside of the Tallahassee/Leon County area, be consistently available and in-market no less than 10 days each month, to include at a minimum one Saturday and Sunday. Frequently changing or ad hoc assignment of personnel will not be acceptable.

The selected agency, in consultation with Leon County Tourism staff and the selected Marketing/Advertising Agency, shall suggest and implement strategies to expand the impact of Leon County Tourism's branding and marketing campaign while allowing for the broadest possible exposure. Such strategies may include maximizing the usage of media and public relations initiatives.

The selected agency must have significant experience in tourism, destination promotion or hospitality providers (i.e., hotels, restaurants) entertainment venues, transportation providers (airlines, cruise) and expertise working with media that reaches primarily leisure travel consumers as well as media consumed by travel industry professionals.

The selected agency shall explore joint promotional programs which would pair Leon County Tourism with travel-related entities, i.e. airlines, automobile rental companies, credit card companies, and consumer goods/corporate companies, and other hospitality-related ventures, etc.

The selected agency shall be in-market for discovery after contract execution and before the October 2019 start date.

## B. Goals and Objectives

Leon County Division of Tourism's Goals & Objectives are as follows:

- Grow the economic impact of tourism to \$5 billion in 5 years by Sept. 2021 (currently: \$1.8 billion in 2 years)
- Increase Tourist Development Tax revenue by 10%
- Increase visitor spending by 10%
- Increase length of stay by 5%
- Increase partner exposure by 20%
- Increase social media engagement (both visitors and locals) by 30%

In addition to the above overall Goals & Objectives, earned media initiative will also be measured consistently. KPIs, along with their particular strategies, goals and objectives, and are as follows:

### 1. Earned Media

- a. Strategy - Continue to utilize existing relationships while building new relationships with major travel media. Maintain proactive and targeted pitch strategy to amplify reach. Increase promotion of unique destination offerings that set the Tallahassee area apart from its competitive set.
- b. Goal

- Increase publicity value to 1.5 times that of paid media spend (i.e. to \$2.25M)

c. Key Performance Indicators (KPIs)

- Publicity Value
- Earned Media Placements
- Audience Reach
- Number of Media Hosted

C. Performance Measurement and Financial Consequences

Depending on availability of funds and final approval of the Division of Tourism's budget, the Division and the agency will outline mutually agreed upon annual and quarterly Key Performance Indicators (KPIs), based upon the final budget amount. The agency is expected to meet or exceed 100% of annual goals; the agency may meet at minimum 80% of quarterly goals in a given quarter, and not two consecutive quarters, as long as the annual goal is ultimately achieved. The agency shall advise the Division, in writing, of any extenuating or mitigating circumstances that will prohibit the agency from meeting the established agreed upon KPIs. Any failure by the agency to achieve either quarterly or annual KPIs may result in a reduction and/or non-payment of agency service fees.



**REQUEST FOR PROPOSALS**  
**FOR**  
**RESEARCH SERVICES**  
**FOR THE LEON COUNTY DIVISION OF TOURISM**

**PROPOSAL NUMBER BC-XX-XX-19-XX**

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

Release Date:

## I. OVERVIEW

The Leon County Board of County Commissioners “Leon County” is accepting proposals from qualified vendors for the provision of professional research and analysis services for the Leon County Division of Tourism Development and Tourist Development Council. The purpose of the research and analysis is to determine economic impacts, visitor demographics and related information, and, upon a specific authorization basis, to do festival or event related research. The means and methods of performing these services shall be generally accepted in the hospitality and tourism industries.

Funding for Leon County tourism promotion comes from the Local Option Tourist Development Tax (TDT) – a surcharge on the rental of short-term accommodations such as hotel/motel rooms, condominiums, and private home rentals for six months or less. As required by Chapter 125.0104, Florida Statutes, the Tourist Development Council, in its capacity as an advisory committee appointed by the Board of County Commissioners (BOCC), provides oversight of the TDT funds and their allowable uses. The Leon County Division of Tourism is known within the tourism industry as Visit Tallahassee.

The projected annual budget for this proposal for marketing research services is anticipated to be in the range of \$120,000 - \$150,000, including special project research, depending on availability of funds and final approval of the Division of Tourism’s budget. Annual budgets may be increased or decreased, as needed depending upon available funding. This budget is subject to the availability of funds; approved by the Leon County Tourist Development Council and the Leon County Board of County Commissioners. The specific compensation for the contract will be negotiated.

The initial contract term is anticipated to be two (2) years. After the initial two (2) year period, at the sole option of the County, the Agreement may be extended for no more than three (3) additional one (1) year terms. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

## II. SCOPE OF SERVICES

Leon County is seeking the services of a qualified contractor to provide the professional research and analysis services for the Leon County Division of Tourism Development and Tourist Development Council. The purpose of the research and analysis is to determine economic impacts, visitor demographics and related information, and, upon a specific authorization basis, to do festival or event related research.

### A. Budget

The projected annual budget for this proposal for marketing research services is anticipated to be in the range of \$120,000 - \$150,000, including special project research, depending on availability of funds and final approval of the Division of Tourism's budget. Future budgets may be increased or decreased, as needed depending upon available funding. This budget is subject to the availability of funds; approved by the Leon County Tourist Development Council and the Leon County Board of County Commissioners. The specific compensation for the contract will be negotiated.

Under the section below titled "Research Provided to Include" the Request for Proposal lists a number of quarterly and annual reports. The Tourist Development Council is aware that the budget may be insufficient to provide all these reports. Therefore, proposers should list which reports can be provided with the budget dollars available and prioritize the reports/profiles in order of perceived importance to the provider.

### B. Statement of Work

The marketing research vendor shall be the principal advisor and provider to the Leon County Division of Tourism and Tourist Development Council for research services which shall include but not be limited to:

1. Creation and implementation of all research materials including but not limited to questionnaires, in-person interview guides, written reports; presentations, etc.
2. Development and coordination and analysis and interpretation of primary, proprietary research studies.
3. Marketing research strategy and budget stewardship.
4. Creation and implementation of visitor profiles by identified segments
5. Creation and implementation of an economic impact model
6. Creation and implementation of Signature/Legacy/Concert/Sport Event Research (15-20 events annually) utilizing the economic impact model
  - a. The Legacy Events Program anticipated to be finalized in Spring 2020
7. Development of proactive research programs and initiatives in order to stretch the efficiency and effectiveness of the research budget

Leon County is seeking a marketing research vendor with experience in the development and implementation of integrated destination marketing research studies. The vendor shall have destination-specific expertise in visitor profiling, economic impact, visitor trend analysis, seasonal and annual forecasting among other types of tourism related research.

The marketing research vendor shall be able to suggest strategies to expand the impact of each research study while allowing for the most effective measurement and data collection possible within the available budget. Maximizing the usage of data across various studies should be included in such strategies.

The vendor should have expertise in researching all types of consumer and business travelers (profiling by geography of origin, demographics, psychographics, frequency of travel, etc.), accommodations providers and other travel industry partners, as well as travel trade professionals such as travel agents, tour operators and meeting planners.

Specific responsibilities of the researcher will include, but not be limited to:

1. Project Design
2. Sample frame development
3. Survey Design
4. Survey Printing
5. Data Collection
6. Analysis
7. Data Editing
8. Data Coding
9. Data Entry
10. Programming
11. Cross-tabulations
12. Interpretation of findings
13. Monthly site selection (Sites should be reviewed by, and updated if necessary or determined by the TDC)
14. Pre-test
15. Annual presentation (May include BCC, TDC media, interested parties, etc.)
16. Bi-Monthly presentation (to TDC and others)
17. Quarterly reports: Visitor Profile and Economic Impact of Visitors

C. Research to be Provided

Tasks shall include, but not be limited to:

1. On-Going Visitor Profile
  - a. Leisure Visitor – Hotel/Motel/Home-Share/Campground Visitor Profile- quarterly and annual reports of in-person interviews at licensed commercial lodging establishments. Profiles should isolate demographic, economic, psychographic, lifestyle interests and budgetary characteristics of the domestic US traveler (Florida and out of State). Profiles should also identify travel planning and travel buying activities of sampled visitors (online and off) to include specific criteria determined by staff. Reports provided in format desired by TDC, typically Powerpoint, PDF or Excel. Note: the definition of a visitor coincides with that provided in Florida Statute 125.0104.
  - b. Leisure Visitor – quarterly and annual reports on the demographic characteristics, lifestyle interests and related social-economic profiles of this visitor segment. Note: the definition of a visitor coincides with that provided in Florida Statute 125.0104.
  - c. Attractions Visitor – quarterly and annual reports of visitors to Leon County (local) attractions. Quarterly and annual examples include area museums, parks, theaters, etc. Staff will work with research vendor to identify such attractions.
  - d. Convention/Meeting/Business Traveler – quarterly and annual reporting on the origins, return likelihood, price sensitivity and economic impact of this visitor to Leon County.
  - e. Day Visitor – quarterly and annual reporting on the number and economic impact of day visitors to Leon County.
  - f. Online Consumer Traveler – quarterly and annual reporting online travel used by Leon County

all Leon County visitor segments. Identifies consumer rationale for planning and buying travel online. Determines the significance and relevance of destination sites such as [www.visittallahassee.com](http://www.visittallahassee.com) for Leon County visitors. Ascertains what is valuable and useful from an online experience as it relates to planning and buying travel online. Regularly provides a list of sites consumers reveal they use for 1) travel planning and 2) travel buying. Determines visitors' knowledge of and experience with the Division of Tourism's website, [www.visittallahassee.com](http://www.visittallahassee.com).

2. Visitation Trend – Original Profile – quarterly and annual analyses of the points-of-origin statistics by cities and zip codes.
3. Value of Tourism Report – annual report documenting the economic impact and value of tourism to Leon County. Include numbers and economic impact of day visitors.
4. Special Projects – as required by Staff on occasion and is at the discretion of Staff. Includes special “onsite” surveys to determine, among other things, origin and overnight accommodation use of visitors attending special functions and/or events: These projects are not part of the research firm's annual fee and are billed separately for each survey project that staff directs to be completed.

DRAFT

**Leon County  
Board of County Commissioners**

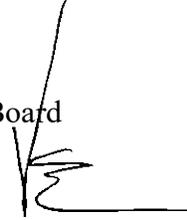
**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Agenda Item #15

February 12, 2019

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

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

**Title:** Voluntary Annexation Proposal from St. Peter's Anglican Church, Inc., to Annex Property Located at 4742 Thomasville 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 Weldon Richardson, Senior Planner, Development Services

### **Statement of Issue:**

St. Peter's Anglican Church, Inc. is requesting voluntary annexation of property located at 4742 Thomasville Road. As required by the Tallahassee-Leon County 2030 Comprehensive Plan, this voluntary annexation item is being brought to the Board of County Commissioners for review and comment regarding the proposed annexation.

### **Fiscal Impact:**

This item has a fiscal impact. The Public Works Department finds the proposed annexation will result in a loss of \$125.00 annual revenue for stormwater and solid waste non-ad valorem assessments.

### **Staff Recommendation:**

Option #1: Do not object to the proposed voluntary annexation of property located at 4742 Thomasville Road.

## **Report and Discussion**

### **Background:**

As required by the Tallahassee-Leon County 2030 Comprehensive Plan and implemented through the Tallahassee-Leon County Interlocal Agreement, this voluntary annexation item is being brought to the Board of County Commissioners for review and comment regarding the proposed annexation. St. Peter's Anglican Church, Inc. is requesting voluntary annexation of the subject property into the City of Tallahassee. According to the Leon County Property Appraiser's database, the subject parcels (14-33-20-144-000-0 and 14-33-20-154-000-0) are owned by St. Peter's Anglican Church, Inc. Parcel 14-33-20-144-000-0 is currently developed with one single-family dwelling unit and one accessory building with an approximate combined square footage of 2,781 sq. ft. Parcel 14-33-20-154-000-0 is currently undeveloped. The subject properties are metes and bounds parcels consisting of approximately 8.24 acres total.

### **Analysis:**

The subject parcels are zoned Residential Preservation (RP), are designated Residential Preservation (RP) on the Future Land Use Map of the Comprehensive Plan (Policies 2.2.3 of the Tallahassee/Leon County Comprehensive Plan) and are located inside the Urban Service Area. A map showing the location of the parcels proposed for annexation is included as Attachment #1.

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes, and Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan, and as set forth in the Interlocal Agreement for Annexation Procedures between Leon County and the City of Tallahassee. Specifically, the Interlocal Agreement provides in part that:

the City Annexation Plan, together with the petition for each annexation, be provided by the City to the County Administrator, the Director of Development Support and Environmental Management and the County Attorney at least twenty (20) calendar days prior to the first reading of the Ordinance considering such annexation and at least five (5) calendar days prior to the next regularly scheduled County Commissioners ("Board") meeting. The Board shall have the opportunity to review, comment and suggest changes regarding the proposed annexation at a Board meeting prior to the adoption of the annexation Ordinance by the City Commission, and any Board comments will be provided to the City Manager at least five (5) calendar days prior to the public hearing on the annexation Ordinance.

The City of Tallahassee has indicated in their proposed Ordinance (No. 19-O-01) that they are committed to providing municipal services to the referenced property. Both the applicant's petition for voluntary annexation as well as the proposed Ordinance is included as Attachment #2. The proposed Ordinance was introduced to the City Commission on January 30, 2019, and is scheduled to be presented at a Public Hearing by the City Commission on March 6, 2019, for the purposes of finalizing the annexation.

The County and City Administrations have instituted procedures to implement annexation provisions. The City submits information and analyses for review by County staff. County staff comments on the proposed voluntary annexation are:

1. County Attorney: The County Attorney has indicated that the proposed annexation appears to comply with Chapter 171 of the Florida Statutes.
2. Public Works: The Public Works Department finds the proposed annexation will result in a loss of \$125.00 dollars annual revenue for stormwater and solid waste non-ad valorem assessments.
3. Development Services: The Division finds that the proposed annexation would not have any impacts to the County's Concurrency Management System. A list of property owners within 500 feet of the subject parcel has been provided as Attachment #3.
4. Environmental Services: The Division does not object to the proposed annexation.
5. Planning, Land Management & Community Enhancement (PLACE): The Tallahassee/Leon County Planning Department finds that the proposed annexation request is consistent with the Comprehensive Plan, provided certain criteria of the Intergovernmental Element Policy 2.1.4 are adequately addressed. These criteria are outlined in a memorandum from the Planning Department (Attachment #4).

Pursuant to the Interlocal Agreement with the City, if the County objects to the annexation, a formal process for mediation is initiated. Results of the mediation are brought to the Board for consideration. If mediation is unsuccessful, the statutory dispute resolution process allows for the City and County to agree to binding arbitration or either party may pursue legal remedies.

**Options:**

1. Do not object to the voluntary annexation proposal from St. Peter's Anglican Church, Inc. to annex property located at 4742 Thomasville Road.
2. Object to the voluntary annexation proposal from St. Peter's Anglican Church, Inc. to annex property located at 4742 Thomasville Road.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Location Map
2. Request for Annexation from St. Peter's Anglican Church, Inc. & Ordinance (No.19-O-01)
3. List of Property Owners within 500 feet of the Referenced Parcel
4. Memorandum from the Planning Department dated January 4, 2019

# Annexation of Parcel # 14-33-20-144-000-0 and # 14-33-20-154-000-0



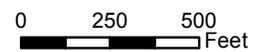
Parcels Outside of City Limits

Site

Parcels Inside of City Limits

	Site		Buildings
	Waterbody		Zoning
	Roads		Parcels
			City Limits
			Watercourse

Annexation of Parcels  
# 14-33-20-144-000-0 and # 14-33-20-154-000-0  
LDV1800932  
Map Produced By Marcus Curtis GIS Tech II  
January 01/22/2019





An All-America City



November 5, 2018

Mr. Ryan Culpepper  
Development Services Director  
Leon County Department of Development Support  
& Environmental Management  
435 North Macomb Street  
Tallahassee, FL 32301

RE: Annexation of 4784 Thomasville Road – Parcels # 14-33-20-144-0000 and  
# 14-33-20-154-0000

Dear Mr. Culpepper:

Attached is the ordinance introduction package for the annexation of 4784 Thomasville Road –  
Parcels # 14-33-20-144-0000 and # 14-33-20-154-0000 for your review and use. You are being  
provided a copy of the voluntary annexation petition as required by Policy 2.1.4 of the  
Intergovernmental Coordination Element of the Comprehensive Plan.

The annexation ordinance will go to the City Commission for introduction on January 30, 2019  
and the public hearing will be March 6, 2019. Any comments from the Board of County  
Commissioners must be received by the City Manager prior to the public hearing.

Please contact me at 891-8488 if you have any questions regarding this transmittal.

Sincerely,

Raoul Lavin  
Assistant City Manager  
Administration and Professional Services

Attachments

Cc: Cassandra K. Jackson, City Attorney  
Louis Norvell, Assistant City Attorney  
Reese Goad, City Manager  
Wayne Tedder, Assistant City Manager

CITY HALL  
300 South Adams Street  
Tallahassee, FL 32301-1731  
850-891-0000  
TDD: 711 • Talgov.com

ANDREW D. GILLUM  
Mayor  
  
REESE GOAD  
City Manager

CURTIS RICHARDSON  
Mayor Pro Tem  
  
CASSANDRA K. JACKSON  
City Attorney

SCOTT MADDOX  
Commissioner  
  
JAMES O. COOKE, IV  
City Treasurer-Clerk

NANCY MILLER  
Commissioner  
  
JOSEPH MALESZEWSKI  
City Auditor

GIL D. ZIFFER  
Commissioner

To: The City Commission of the City of Tallahassee

From: Gary Hunter, Esq.  
Hopping Green & Sams  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

Date: October 17, 2018

Re: Petition for Voluntary Annexation of parcels  
#14-33-20-144-0000 and #14-33-20-154-0000

---

The undersigned owner(s) of the referenced property,

St. Peter's Anglican Church, Inc.  
c/o Father Michael Petty  
4784 Thomasville Road  
Tallahassee, FL 32309

Legally described on the attached Exhibits A and B and shown on the sketches attached as Exhibits C and D, hereby request(s) the annexation of said property by the City of Tallahassee in accordance with Chapter 171, Florida Statutes which authorizes the petitioning for voluntary annexation. Exhibits A, B, C, and D are hereby incorporated by reference and made a part hereof.

The undersigned certify that he/she/they is/are the owners of the property described in the attached exhibits, and that all owners of the property have signed this petition. This petition and request shall be binding upon the owner(s), all successor owner of the subject property including the heirs, assigns, and devisees of the undersigned; and shall run with the land to any purchasers of the subject property.

PETITIONER(S):

Signature:   
 Print Name: Gary K. Hunter, Jr.  
 Address: 119 S. Monroe Street  
Suite 300  
 Phone: 850 425-2224  
 Email address: Garyh@hgsllaw.com  
 Date: 10/17/18

State of: Florida

County of: Leon

Before me, this 18th day of October, 2018,

personally appeared Gary K Hunter JR who executed the foregoing Petition for Voluntary Annexation, and acknowledged before me that same was executed for the purposes therein expressed.

Personally known: ; or

Produced identification: \_\_\_\_\_

Type of identification produced: \_\_\_\_\_

Signature of Notary Public: 

Printed name of Notary Public: \_\_\_\_\_



**Exhibit A**

Parcel Tax ID # 1433201440000 which is more particularly described as:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA AND RUN THENCE WEST 1208.6 FEET TO THE FORMERLY EASTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD 61 (PREVIOUSLY STATE ROAD NO. 10); THENCE NORTH 23 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY BOUNDARY 1249.00 FEET; THENCE NORTH 66 DEGREES 04 MINUTES 00 SECONDS WEST 51.17 FEET TO AN IRON SPIKE (FOUND, NO CAP) ON THE NEW WESTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD NO. 61, FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE ALONG SAID NEW RIGHT OF WAY BOUNDARY THE FOLLOWING THREE COURSES: NORTH 23 DEGREES 40 MINUTES 28 SECONDS EAST 48.04 FEET TO AN IRON SPIKE (FOUND, NO CAP); THENCE SOUTH 66 DEGREES 22 MINUTES 57 SECONDS EAST 5.04 FEET TO AN IRON SPIKE (FOUND, NO CAP); THENCE NORTH 23 DEGREES 44 MINUTES 20 SECONDS EAST 189.66 FEET TO AN IRON ROD (FOUND, 5/8", WITH CAP #732); THENCE LEAVING SAID NEW RIGHT OF WAY BOUNDARY, RUN NORTH 53 DEGREES 52 MINUTES 30 SECONDS WEST 260.53 FEET TO AN IRON PIPE (FOUND, 1", NO CAP); THENCE NORTH 71 DEGREES 55 MINUTES 35 SECONDS WEST 186.42 FEET TO AN IRON PIPE (FOUND, 1", NO CAP); THENCE SOUTH 24 DEGREES 05 MINUTES 02 SECONDS WEST 47.07 FEET TO AN IRON PIPE (FOUND, 1", NO CAP); THENCE NORTH 66 DEGREES 12 MINUTES 07 SECONDS WEST 100.10 FEET TO AN IRON PIPE (FOUND, 1", NO CAP); THENCE SOUTH 23 DEGREES 48 MINUTES 11 SECONDS WEST 226.40 FEET TO AN IRON PIPE (FOUND, 1", NO CAP); THENCE SOUTH 66 DEGREES 04 MINUTES 00 SECONDS EAST (BEARING BASE FOR THIS DESCRIPTION) 535.63 FEET TO THE POINT OF BEGINNING.

**Exhibit B**

Parcel Tax ID # 1433201540000 which is more particularly described as:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA AND RUN THENCE WEST 1208.6 FEET TO THE FORMERLY EASTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD 61 (PREVIOUSLY STATE ROAD NO. 10); THENCE NORTH 23 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY BOUNDARY 949.00 FEET; THENCE NORTH 66 DEGREES 04 MINUTES 00 SECONDS WEST 53.55 FEET TO AN IRON ROD (FOUND, 5/8"; CAP # 7391) ON THE NEW WESTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD NO. 61, **FOR THE POINT OF BEGINNING**; FROM SAID **POINT OF BEGINNING** RUN THENCE NORTH 66 DEGREES 04 MINUTES 00 SECONDS WEST (BEARING BASE FOR THIS DESCRIPTION) ALONG THE SOUTHERLY BOUNDARY OF SAID PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 4727, ON PAGE 1981, A DISTANCE OF 625.65 FEET TO A CONCRETE MONUMENT (FOUND, 4" X 4". NO CAP); THENCE NORTH 02 DEGREES 33 MINUTES 42 SECONDS EAST 235.81 FEET TO A CONCRETE MONUMENT (FOUND, 4" X 4", NO CAP); THENCE NORTH 25 DEGREES 17 MINUTES 28 SECONDS EAST 81.88 FEET TO A CONCRETE MONUMENT (FOUND, 4" X 4", NO CAP); THENCE SOUTH 65 DEGREES 56 MINUTES 47 SECONDS EAST 709.63 FEET TO AN IRON ROD (FOUND, 5/8", CAP STAMPED F. D. O. T.) ON THE NEW WESTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD NO. 61; THENCE SOUTH 23 DEGREES 55 MINUTES 52 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY 299.96 FEET TO **THE POINT OF BEGINNING**.

Exhibit C

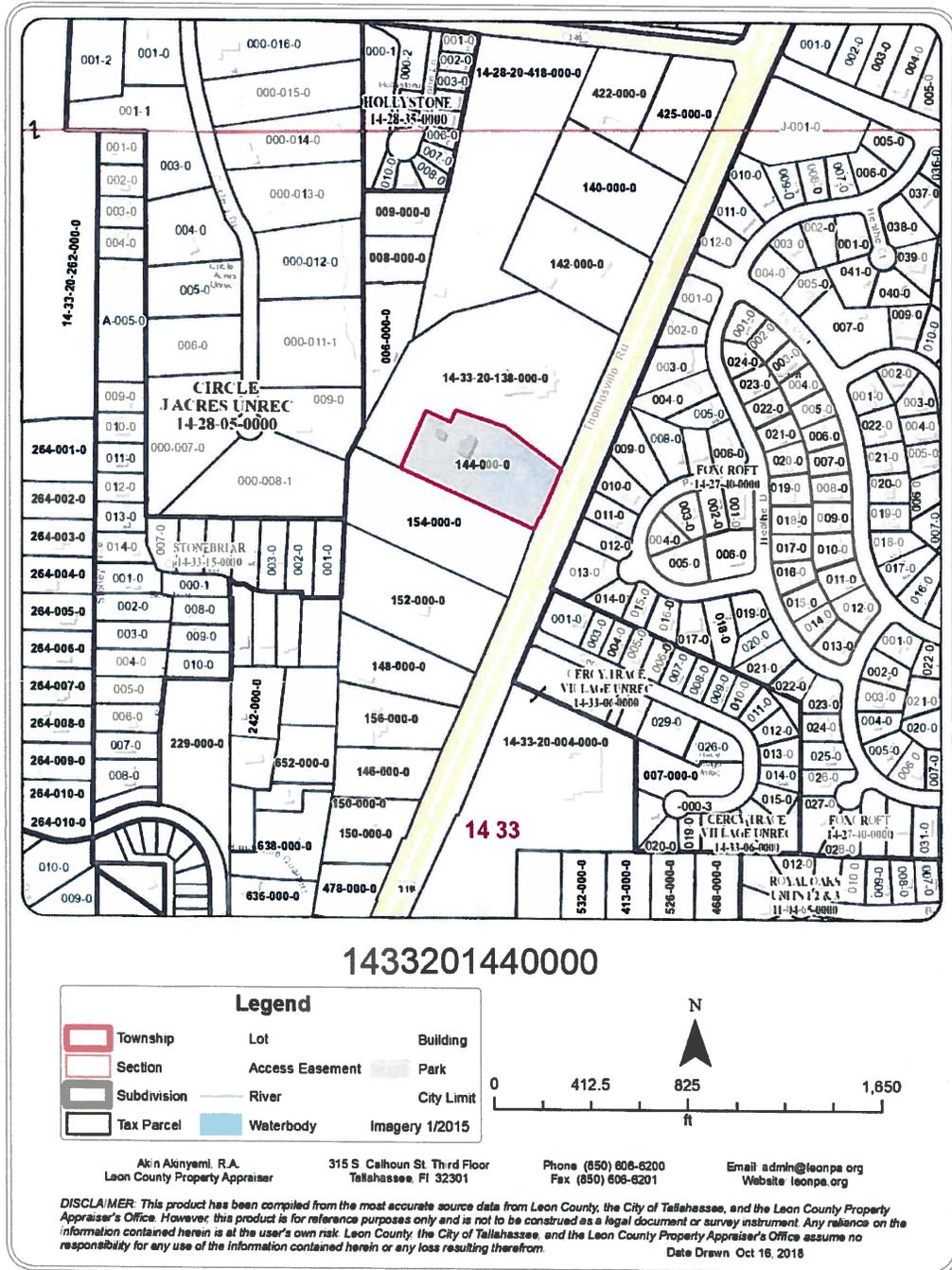
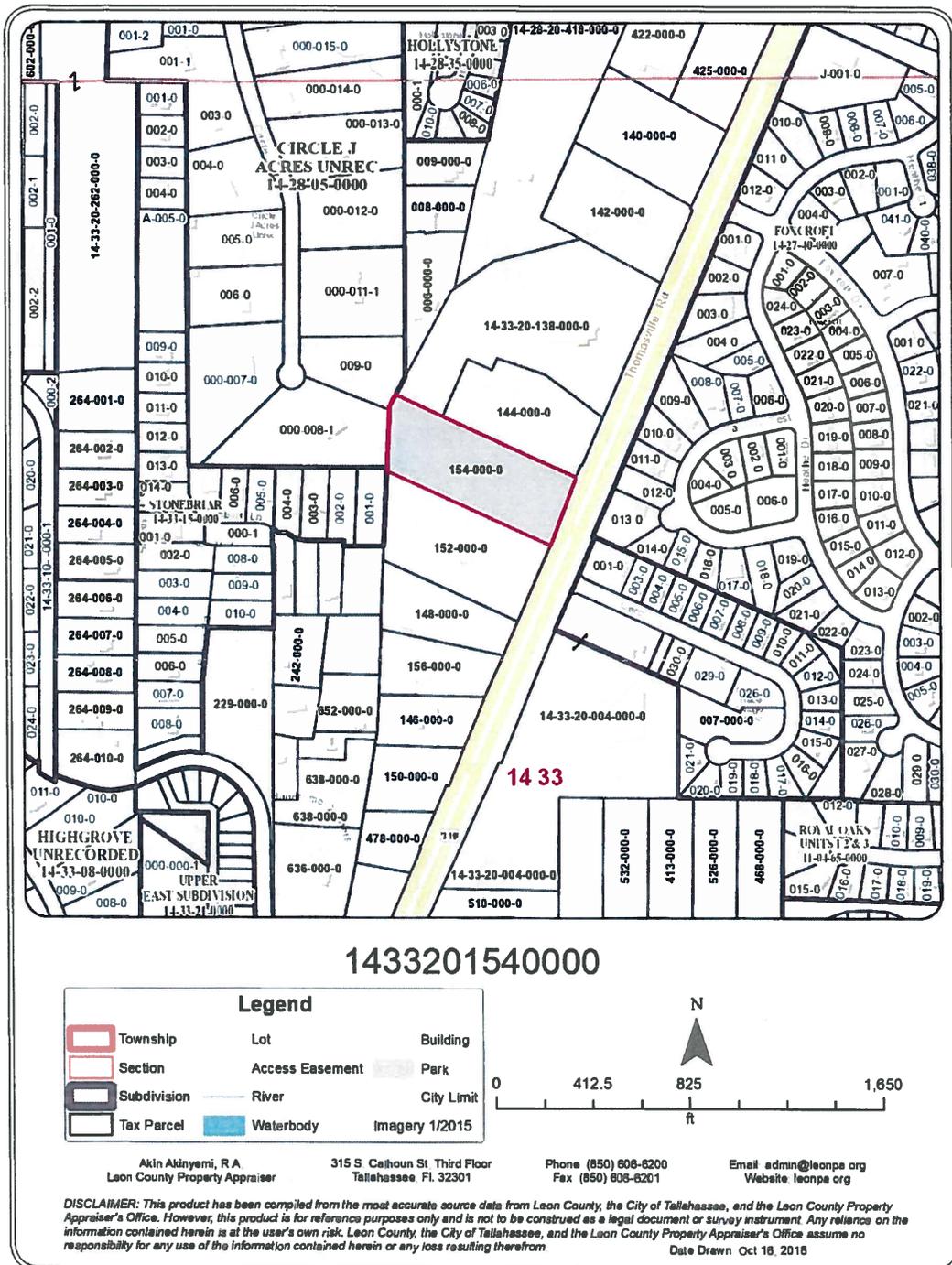


Exhibit D



Ordinance No. 19-O-01

AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING SECTION SIX OF THE CHARTER OF THE CITY OF TALLAHASSEE, TO ANNEX WITHIN THE CORPORATE AREA OF THE CITY OF TALLAHASSEE, FLORIDA, UPON ADOPTION OF SAID ORDINANCE, PROPERTY BEING SITUATED IN LEON COUNTY, FLORIDA, IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, there has been filed with the City of Tallahassee, Florida, a petition containing the names and signatures of all of the property owners in the area described hereinafter requesting annexation into the corporate area of the City of Tallahassee, Florida; and,

WHEREAS, it has been determined that the property described hereinafter is reasonably compact and contiguous to the corporate area of the City of Tallahassee, Florida, and it has further been determined that the annexation of said property will not result in the creation of any pocket or enclave; and,

FURTHER WHEREAS, the City of Tallahassee, Florida, is in a position to provide municipal services to the property described herein, and that the City Commission of the City of Tallahassee, Florida, deems it in the best interest of the City to accept said petition and to annex said property.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. That the property described below, situated in Leon County, Florida, be and the same is hereby annexed to and made a part of the City of Tallahassee, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes, to wit:

Parcel Tax ID # 1433201440000 which is more particularly described as:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA AND RUN THENCE WEST 1208.6 FEET TO THE FORMERLY EASTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD 61 (PREVIOUSLY STATE ROAD NO. 10); THENCE NORTH 23 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY BOUNDARY 1249.00 FEET; THENCE NORTH 66 DEGREES 04 MINUTES 00 SECONDS WEST 51.17 FEET TO AN IRON SPIKE (FOUND, NO CAP) ON THE NEW WESTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD NO. 61, FOR THE **POINT OF BEGINNING**. FROM SAID **POINT**

**OF BEGINNING** RUN THENCE ALONG SAID NEW RIGHT OF WAY BOUNDARY THE FOLLOWING THREE COURSES: NORTH 23 DEGREES 40 MINUTES 28 SECONDS EAST 48.04 FEET TO AN IRON SPIKE (FOUND, NO CAP); THENCE SOUTH 66 DEGREES 22 MINUTES 57 SECONDS EAST 5.04 FEET TO AN IRON SPIKE (FOUND, NO CAP); THENCE NORTH 23 DEGREES 44 MINUTES 20 SECONDS EAST 189.66 FEET TO AN IRON ROD (FOUND, 5/8", WITH CAP #732); THENCE LEAVING SAID NEW RIGHT OF WAY BOUNDARY, RUN NORTH 53 DEGREES 52 MINUTES 30 SECONDS WEST 260.53 FEET TO AN IRON PIPE (FOUND, 1", NO CAP); THENCE NORTH 71 DEGREES 55 MINUTES 35 SECONDS WEST 186.42 FEET TO AN IRON PIPE (FOUND, 1", NO CAP); THENCE SOUTH 24 DEGREES 05 MINUTES 02 SECONDS WEST 47.07 FEET TO AN IRON PIPE (FOUND, 1", NO CAP); THENCE NORTH 66 DEGREES 12 MINUTES 07 SECONDS WEST 100.10 FEET TO AN IRON PIPE (FOUND, 1", NO CAP); THENCE SOUTH 23 DEGREES 48 MINUTES 11 SECONDS WEST 226.40 FEET TO AN IRON PIPE (FOUND, 1", NO CAP); THENCE SOUTH 66 DEGREES 04 MINUTES 00 SECONDS EAST (BEARING BASE FOR THIS DESCRIPTION) 535.63 FEET TO THE **POINT OF BEGINNING**.

Parcel Tax ID # 1433201540000 which is more particularly described as:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA AND RUN THENCE WEST 1208.6 FEET TO THE FORMERLY EASTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD 61 (PREVIOUSLY STATE ROAD NO. 10); THENCE NORTH 23 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY BOUNDARY 949.00 FEET; THENCE NORTH 66 DEGREES 04 MINUTES 00 SECONDS WEST 53.55 FEET TO AN IRON ROD (FOUND, 5/8"; CAP # 7391) ON THE NEW WESTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD NO. 61, FOR **THE POINT OF BEGINNING**; FROM SAID **POINT OF BEGINNING** RUN THENCE NORTH 66 DEGREES 04 MINUTES 00 SECONDS WEST (BEARING BASE FOR THIS DESCRIPTION) ALONG THE SOUTHERLY BOUNDARY OF SAID PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 4727, ON PAGE 1981, A DISTANCE OF 625.65 FEET TO A CONCRETE MONUMENT (FOUND, 4" X 4". NO CAP); THENCE NORTH 02 DEGREES 33 MINUTES 42 SECONDS EAST 235.81 FEET TO

A CONCRETE MONUMENT (FOUND, 4" X 4", NO CAP); THENCE NORTH 25 DEGREES 17 MINUTES 28 SECONDS EAST 81.88 FEET TO A CONCRETE MONUMENT (FOUND, 4" X 4", NO CAP); THENCE SOUTH 65 DEGREES 56 MINUTES 47 SECONDS EAST 709.63 FEET TO AN IRON ROD (FOUND, 5/8", CAP STAMPED F. D. O. T.) ON THE NEW WESTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD NO. 61; THENCE SOUTH 23 DEGREES 55 MINUTES 52 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY 299.96 FEET TO **THE POINT OF BEGINNING.**

Section 2. That upon ordinance becoming effective, the property owners and any resident on the property described herein shall be entitled to all the rights and privileges and immunities as are from time to time granted to residents and property owners of the City of Tallahassee, Florida, as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of residence or ownership as may from time to time be determined by the governing authority of the City of Tallahassee, Florida, and the provisions of said Chapter 171, Florida Statutes.

Section 3. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

Section 5. That this ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED in the City Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED by the City Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF TALLAHASSEE

By: \_\_\_\_\_  
John Dailey  
Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James O. Cooke, IV  
City Treasurer-Clerk

By: \_\_\_\_\_  
Cassandra K. Jackson  
City Attorney

1

TAXID	OWNER1	OWNER2	ADDR1	ADDR2	ZIP1
142740 A0030	DAVENPORT LOUIE G	DAVENPORT MARY M	4842 HEATHE DR	TALLAHASSEE FL 32309	32309
142740 A0040	PESTER KATHLEEN		4838 HEATHE DR	TALLAHASSEE FL 32309	32309
142740 A0050	HASSON DEBORAH J		11610 SW 83RD TER	MIAMI FL 33173	33173
142740 A0070	TRUJILLO-DIAZ JUAN L	TRUJILLO-DIAZ E F	2704 PARSONS RST	TALLAHASSEE FL 32309	32309
142740 A0080	TAMADDONI-JAHROMI S	TAMADDONI-JAHROMI P	3030 N SHANNON LAKES DR	TALLAHASSEE FL 32309	32309
142740 A0090	ALDREDGE AMY LYNNE BOYETT		2712 PARSONS RST	TALLAHASSEE FL 32309	32309
142740 A0100	GERRELL DONALD F	GERRELL C S	2716 PARSONS RST	TALLAHASSEE FL 32309	32309
142740 A0110	VILCHES MARIA E		10 RUSTIC LEAF LN	CAMDENTON MO 65020	65020
142740 A0120	HICKS ALLEN A		2106 BURGUNDY CT	FAIRFIELD CA 94533	94533
142740 A0130	BLACK SHANNON K		2728 PARSONS RST	TALLAHASSEE FL 32309-2136	32309
142740 A0140	GARRETT ROBERT A	GARRETT CHARLENE M	2732 PARSONS RST	TALLAHASSEE FL 32309	32309
142740 A0150	PARKER THOMAS	PARKER KRISTINE	2736 PARSONS REST DR	TALLAHASSEE FL 32309	32309
142740 A0160	JOHNSON DALLAS P	JOHNSON RITA R	2740 PARSONS RST	TALLAHASSEE FL 32309	32309
142740 B0020	MCCRAY PHYLLIS MARIE		2705 PARSONS RST	TALLAHASSEE FL 32309	32309
142740 B0030	ZIMMERMAN CAROL ANN S		2711 PARSONS RST	TALLAHASSEE FL 32309	32309
142740 B0040	CONVERY KEVIN G	CONVERY AMY	2721 PARSONS RST	TALLAHASSEE FL 32309	32309
142740 B0050	MESSER STEVIE E	MESSER PATRICIA L	2735 PARSONS RST	TALLAHASSEE FL 32309	32309
1428050000060	BROWNING GUY R		6758 CIRCLE J DR	TALLAHASSEE FL 32312	32312
1428050000070	EPPEES NICHOLAS W	EPPEES BETTY F	6754 CIRCLE J DR	TALLAHASSEE FL 32312	32312
1428050000081	MAXWELL DENNIS M	MAXWELL NANCY C	6751 CIRCLE J DR	TALLAHASSEE FL 32312	32312
1428050000090	BEARD JACOB G	BEARD J U	6755 CIRCLE J DR	TALLAHASSEE FL 32312	32312
1428050000111	WOMBLE CHARLES S	WOMBLE LAUREN	6759 CIRCLE J DR	TALLAHASSEE FL 32312	32312
1428050000120	CHAPIN LEAH L	CHAPIN JOHN LEE	6763 CIRCLE J DR	TALLAHASSEE FL 32312	32312
1428204180000	GRANT HAROLD E	GRANT KATHERINE M	5985 OX BOTTOM HILL RD	TALLAHASSEE FL 32312	32312
143315 0001	PENNYWORTH HOMES INC		679 BLACKSHEAR DR	THOMASVILLE GA 31792	31792
143315 B0010	BUCHHOLZ CHRISTIAN W		4530 WHISPER HOLLOW LN	TALLAHASSEE FL 32303	32303
143315 B0020	RIVERS EUGENE G III	RIVERS REBEKAH L	414 SUMMERBROOKE DR	TALLAHASSEE FL 32312	32312
143315 B0030	HUSTON MICHAEL W	HUSTON PORTIA N	2330 CLEBURN LN	TALLAHASSEE FL 32309	32309
143315 B0040	CHAMEL OLIVER E	CHAMEL TIFFANY	2324 CLEBURN LN	TALLAHASSEE FL 32309	32309
143315 B0050	SMITH DOUGLAS M	SMITH SUNITA N	2318 CLEBURN LN	TALLAHASSEE FL 32309	32309
143306 0003	CERCY DEV CORP		1210 MICCOSUKEE RD	TALLAHASSEE FL 32308	32308
1433060000010	HABIB ANGHAM	TAWADROUS EHAB	4741 THOMASVILLE RD	TALLAHASSEE FL 32309	32309
1433060000030	MIDDLETON CHARLES B	MIDDLETON M M	2832 CERCY TRCE	TALLAHASSEE FL 32309	32309
1433060000040	LITVAK ILYA	LITVAK ELIZAVETA	2848 CERCY TRCE	TALLAHASSEE FL 32309	32309
1433060000050	KOCHANOWSKY EUGENE W REVOCABLE LIVING		2864 CERCY TRCE	TALLAHASSEE FL 32309	32309
143315 B0060	DUQUETTE CARLIE C	DUQUETTE ROBERT E	2316 CLEBURN LN	TALLAHASSEE FL 32309	32309
143315 B0080	THOMPSON TODD L		1548 SHELL POINT RD	CRAWFORDVILLE FL 32327	32327
143315 B0090	JONES DOUGLAS P	JONES STEPANI P	423 AUDUBON DR	TALLAHASSEE FL 32312	32312
1433200040000	WACK WILLIAM A BISHOP		11 N B ST	PENSACOLA FL 32502	32502
1433200060000	FIKE TIMOTHY R	FIKE MELINDA L	5964 OX BOTTOM HILL RD	TALLAHASSEE FL 32312	32312
1433200080000	LITTLE EDWARD J JR	LITTLE TRISHA M	5976 OX BOTTOM HILL RD	TALLAHASSEE FL 32312	32312
1433201380000	ST PETERS ANGLICAN CHURCH INC		901 THOMASVILLE RD	TALLAHASSEE FL 32303	32303
1433201420000	WEST JOAN WADSWORTH REVOCABLE TRUST		PO BOX 274	SOPCHOPPY FL 32358	32358
1433201440000	ST PETER'S ANGLICAN CHURCH INC		4784 THOMASVILLE RD	TALLAHASSEE FL 32309	32309
1433201480000	CAMBRIDGE PARC LLC		118 N MONROE ST	TALLAHASSEE FL 32301	32301
1433201520000	CAMBRIDGE PARC LLC		207 W PARK AVE STE A	TALLAHASSEE FL 32301	32301
1433201540000	ST PETERS ANGLICAN CHURCH INC		4784 THOMASVILLE RD	TALLAHASSEE FL 32309	32309
1433201560000	CAMBRIDGE PARC LLC		118 N MONROE ST	TALLAHASSEE FL 32301	32301
1433202410000	SAWYER DELORIS		4499 HANDSOME QUARTERS	TALLAHASSEE FL 32309	32309
1433202460010	STRUNK CHRISTOPHER R		2323 CLEBURN LN	TALLAHASSEE FL 32309	32309
1433202460020	BRADBERRY EDMOND W	BRADBERRY DEBORAH J	2331 CLEBURN LN	TALLAHASSEE FL 32309	32309
1433202460030	DRESSER SAM D		3975 FORSYTHE PARK CT	TALLAHASSEE FL 32309	32309
1433202480000	SONI BHAVIK P		1338 PREAKNESS PT	TALLAHASSEE FL 32308	32308



## MEMORANDUM

**TO:** Weldon Richardson, Senior Planner  
Development Services Division  
Development Support and Environmental Management  
Leon County

**THROUGH:** Artie White, Administrator  
Comprehensive Planning  
Tallahassee-Leon County Planning Department

**FROM:** Stephen Hodges, Senior Planner, Tallahassee-Leon County Planning Department

**DATE:** January 4, 2019

**SUBJECT:** Consistency Review: Proposed Voluntary Annexation of Property Located at and Adjacent to 4742 Thomasville Road

---

Staff has reviewed the proposed annexation of property located at and adjacent to 4742 Thomasville Road. Two adjacent parcels (tax identification numbers #14-33-20-144-0000 and #14-33-20-154-0000, respectively 3.27 and 4.27 acres in size) are proposed to be annexed into the City of Tallahassee. These properties are both currently designated Residential Preservation on the Future Land Use Map. Leon County Property Appraiser records indicate that subject parcel #14-33-20-144-0000 has previously been developed with a single-family house, and that subject parcel #14-33-20-154-0000 is currently vacant.

Staff finds the proposal consistent with the Comprehensive Plan, subject to the following provisions of Intergovernmental Coordination Element Policy 2.1.4 [I] being adequately met:

- The annexation shall be implemented in accordance with the requirements of Chapter 171, Florida Statutes, and as set forth in an Interlocal Agreement for Annexation Procedures to be entered into by and between Leon County and the City of Tallahassee as set forth in Policy 2.1.4[I].

The following additional information is related to the subject parcels:

- The current zoning on these adjacent properties is Residential Preservation, which is intended to be located in areas within the unincorporated area designated as Residential Preservation on the Future Land Use Map of the Comprehensive Plan. Following annexation, the subject properties will need to be rezoned to Residential Preservation - 1 or Residential Preservation - 2 to be consistent with the City of Tallahassee's land development code.

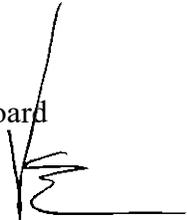
**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #16**

# Leon County Board of County Commissioners

## Agenda Item #16

February 12, 2019

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator   
**Title:** Full Board Appointment to the Tourist Development Council

---

---

<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 full Board's consideration of the appointment of a City Commissioner to the Tourist Development Council.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: The full Board to confirm the appointment of City Commissioner Elaine Bryant to the Tourist Development Council for the remainder of the unexpired term ending December 31, 2020.

## Report and Discussion

### **Background:**

Pursuant to Policy No. 03-15, “Board-Appointed Citizen Committees”, a General Business item is presented to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **Tourist Development Council (TDC)**

**Purpose:** The TDC assists in the development of plans for tourist development in Leon County/Tallahassee and makes recommendations for uses of the tourist development tax revenue.

**Composition:** The TDC is composed of nine members appointed by the Board of County Commissioners

- One member shall be the Chairman of the Board or any other member of the Board as designated by the Chairman, and who shall serve as vice chairman of the Council.
- Two members shall be elected municipal officials.
- Three members shall be owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tourist development tax.
- Three members shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tax.
- In addition, there are two ad hoc, non-voting positions on the TDC: the Executive Director of the Council on Culture and Arts and a representative from the Tallahassee Sports Council.

Members serve four-year terms, except for the Chairman of the Board who serves a two-year term per Policy No. 11-2.

**Vacancies:** The municipal official seat, held by Commissioner Scott Maddox, is vacant. Commissioner Maddox’s term was due to expire on December 31, 2020. In a letter dated January 22, 2019, the City designated Commissioner Elaine Bryant to each serve on the TDC for the remainder of Commissioner Maddox’s unexpired term, ending December 31, 2020 (Attachment #1). See Table #1.

*Table #1: Tourist Development Council*

<b>Vacancy</b>	<b>Term Expiration</b>	<b>Attachment #</b>	<b>City Nominee</b>	<b>Recommended Action</b>
Commissioner Scott Maddox	12/31/2020	1.	Commissioner Elaine Bryant	Full Board to confirm the appointment for the remainder of the unexpired term ending 12/31/2020

**Options:**

1. The full Board to confirm the appointment of City Commissioner Elaine Bryant to the Tourist Development Council for the remainder of the unexpired term ending December 31, 2020.
2. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Jan. 22, 2019 letter from the City of Tallahassee

An All-America City

January 22, 2019

Mr. Vincent S. Long  
Leon County Administrator  
301 S. Monroe Street  
Tallahassee, FL 32301

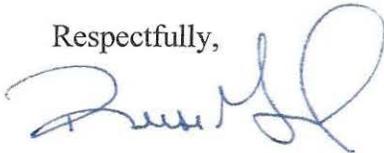
Re: Tourist Development Council

Dear Mr. Long:

At its annual retreat on January 16, 2019, Mayor John Dailey, with the support of the City Commission, approved the nomination of Commissioner Elaine Bryant as the City of Tallahassee representative to the Tourist Development Council.

Should you have any questions, please let me know.

Respectfully,



Reese Goad  
City Manager

cc: Mayor and City Commission  
Kerri Post, Director-Division of Tourism

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**

# Leon County Board of County Commissioners

## Agenda Item #17

February 12, 2019

**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 Adopt an Ordinance Amending Chapter 5, Building and Construction Regulation, to Address the Requirements for Tiny Houses

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Department of Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	Barry Wilcox, Chief Development Resources Officer Jessica Icerman, Assistant County Attorney

### Statement of Issue:

This agenda item requests the Board conduct the first and only Public Hearing and adopt the proposed Ordinance amending Chapter 5, Building and Construction Regulation, to specifically address the building and construction requirements for tiny houses. The Ordinance would provide specific guidance for the design and construction of tiny houses.

### Fiscal Impact:

This item has no fiscal impact.

### Staff Recommendation:

Option #1: Conduct the first and only Public Hearing and adopt the proposed Ordinance amending Chapter 5, Building and Construction Regulation, to address the requirements for tiny houses (Attachment #1).

## **Report and Discussion**

### **Background:**

This agenda item requests the Board conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1) to specifically address the building and construction requirements for tiny houses. Tiny houses are commonly defined as dwellings under 400 square feet in size (excluding lofts). While these dwellings are seen by many as an opportunity to downsize, simplify, and live with less, they are also a unique way to address the demand for affordable housing. By providing a smaller alternative to the standard home, they are inherently less costly to construct, making them more affordable to cost-burdened individuals and families.

Though tiny houses have gained significantly in popularity over the last decade, the Florida Building Code (FBC) has yet to address them specifically. This lack of guidance in the FBC has often resulted in prolonged review periods for tiny house projects and the prohibition of creative design features intended to increase their livability and affordability. These limitations are antithetical to most programs and policies which seek to expedite and incentivize the construction of affordable housing. The developer of The Dwellings, a local affordable housing community that uses the tiny house design, has requested Leon County adopt an amendment to the FBC to specifically address tiny houses to allow for greater flexibility in their design.

While the FBC does not provide regulations pertaining to the construction and permitting requirements for tiny houses currently speak to tiny houses, the International Building Code (IBC) has addressed the issue through adoption of an appendix (Appendix Q – Tiny Houses) dedicated specifically to the subject. In the past, developers would be required to request a “code equivalency” or “alternative design” when permitting tiny houses. A code equivalency/alternative design request is necessary when the FBC does not address a specific design being proposed. The code equivalency/alternative design is approved on a case-by-case basis by the County’s Building Official. The proposed Ordinance would provide certainty to a developer seeking to construct tiny houses while also providing greater flexibility in the design of tiny houses. The amendment to the FBC is effectuated through the proposed Ordinance amending Section 5-37 of the Leon County Code of Laws and creating a new Section 5-40.

### **Analysis:**

Florida law provides for a process to allow local governments to adopt local amendments to the Florida Building Code. A local amendment may only be adopted once every six months and may only apply within the jurisdiction of Leon County (unincorporated area). The local amendment is effective only until the adoption of the new edition of the Florida Building Code, which is scheduled to occur in 2020. At that time, the Board may re-adopt the local amendment.

Any adoption of a local amendment to the Florida Building Code must be transmitted to the Florida Building Commission and will not become effective until 30 days after the amendment has been received and published by the Florida Building Commission. The Florida Building

Commission may review the local amendment and make a nonbinding recommendation related to the compliance of the local amendment with Florida law.

The proposed Ordinance adopts a local amendment to the Florida Building Code to address tiny houses. The proposed Ordinance incorporates language from Appendix Q of the International Code Council's Model Code. Specifically, the proposed Ordinance addresses issues specific to tiny houses, such as minimum ceiling height, minimum loft area and dimensions, loft access (stairways and ladders), and emergency escape and rescue openings. The proposed Ordinance would provide greater guidance, flexibility and certainty for those seeking to construct tiny houses.

The Advisory Committee on Quality Growth (ACQG) will review the proposed Ordinance and provide staff with any comments prior to the Public Hearing. Due to agenda deadlines, staff will provide any updates from the ACQG, if applicable, at the scheduled Public Hearing.

The Public Hearing was advertised in accordance with Florida law (Attachment #2).

**Options:**

1. Conduct the first and only Public Hearing and adopt the proposed Ordinance (Attachment #1) amending Chapter 5, Building and Construction Regulation, to address the requirements for tiny houses.
2. Conduct the first and only Public Hearing and do not adopt the proposed Ordinance amending Chapter 5, Building and Construction Regulation, to address the requirements for tiny houses.
3. Board direction.

**Recommendation:**

Option #1

Attachments:

1. Proposed Ordinance
2. Legal ad

ORDINANCE NO. 2019- \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 5, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, ENTITLED "BUILDING AND CONSTRUCTION REGULATION"; AMENDING SECTION 5-37, FLORIDA BUILDING CODE; CREATING A NEW SECTION 5-40 TO BE ENTITLED TINY HOUSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Building Codes Act, Chapter 553, Part IV, Florida Statutes, gives local governments the power to inspect all buildings, structures, and facilities pursuant to the adopted statewide Florida Building Code; and

WHEREAS, Leon County has codified its building and construction regulations in Chapter 5 of the Code of Laws; and

WHEREAS, the Board of County Commissioners has determined that there is a lack of affordable housing in Leon County, based upon data compiled by the Shimberg Center for Housing Studies at the University of Florida indicating that 43.6% of all households in Leon County are housing cost-burdened (monthly housing costs exceed 30% of income), while 26.1% of all households in Leon County are severely housing cost-burdened (monthly housing costs exceed 50% of income); and

WHEREAS, housing cost burdens may partially be the result of a limited range of available house sizes and types, based upon the data compiled by the Shimberg Center for Housing Studies at the University of Florida; and

WHEREAS, Leon County desires to make a technical amendment to the Florida Building Code in accordance with Florida law to help address the local need of affordable housing; and

WHEREAS, the technical amendment to the Florida Building Code is no more stringent than necessary to address the local need of affordable housing.

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

**SECTION 1.** Section 5-37 of the Code of Laws of Leon County, Florida, entitled "Florida Building Code" is hereby amended to read as follows:

**Sec. 5-37. - Florida Building Code.**

~~Pursuant to Chapter 553, Florida Statutes,~~ The provisions of the Florida Building Code, as adopted by the Florida Building Commission and as amended, shall apply to the construction, erection,

1 alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and  
2 demolition of every public and private building, structure, ~~or~~ facility, ~~or~~ floating residential structure,  
3 or any appurtenances connected or attached to such buildings, structures or facilities in Leon County,  
4 ~~other than~~ except those buildings, structures or facilities specifically exempted by F.S. § 553.73, or  
5 ~~by the Florida Building Code; and except as otherwise modified in this chapter.~~

6  
7 **SECTION 2.** Section 5-40 of Chapter 5 of the Code of Laws of Leon County, Florida, entitled “Tiny  
8 houses” is hereby created to read as follows:

9  
10 **Sec. 5-40. Tiny houses.**

11  
12 (A) *Scope.* This section applies to tiny houses used as single dwelling units located within  
13 the jurisdictional limits of Leon County lying outside the municipal limits of the City of Tallahassee.  
14 Tiny houses must comply with the Florida Building Code except as otherwise stated in this section.

15  
16 (B) *Definitions.* The following words and terms, for the purposes of this section, have the  
17 meanings shown herein. Refer to the Florida Building Code for general definitions.

18  
19 *Egress roof access window* means a skylight or roof window designed and installed to satisfy the  
20 emergency and rescue opening requirements of Section R310.2.

21  
22 *Landing platform* means a landing provided as the top step of a stairway accessing a loft.

23  
24 *Loft* mean a floor level located more than 30 inches (762 mm) above the main floor, open to the main  
25 floor on one or more sides with generally a ceiling height of less than 6 feet 8 inches (2032 mm) and  
26 used as a living or sleeping space.

27  
28 *Tiny house* means a dwelling that is 400 square feet (37 square meters) or less in gross floor area,  
29 excluding lofts.

30  
31 (C) *Minimum ceiling height.* Habitable space and hallways in tiny houses must have a  
32 ceiling height of not less than 6 feet 8 inches (2032 mm). Bathrooms, toilet rooms, and kitchens must  
33 have a ceiling height of not less than 6 feet 4 inches (1930mm). Obstructions including, but not  
34 limited to beams, girders, ducts, and lighting, must not extend below these minimum ceiling heights.

35  
36 (1) *Exception.* Ceiling heights in lofts are permitted to be less than 6 feet 8 inches (2032  
37 mm).

38  
39 (D) *Lofts.*

40  
41 (1) *Minimum loft area and dimensions.* Lofts used as a sleeping or living space must meet  
42 the following minimum area and dimension requirements:

43  
44 (a) *Minimum area.* Lofts must have a floor area of not less than 35 square feet  
45 (3.25 square meters).

1 (b) *Minimum dimensions.* Lofts must be not less than 5 feet (1524 mm) in any  
2 horizontal dimension.

3  
4 (c) *Height effect on loft area.* Portions of a loft with a sloped ceiling measuring  
5 less than 3 feet (914 mm) from the finished floor to the finished ceiling may not be  
6 considered as contributing to the minimum required area for the loft.

7  
8 (i) *Exception.* Under gable roofs with a minimum slope of 6 units vertical  
9 in 12 units horizontal (50-percent slope), portions of a loft with a sloped ceiling  
10 measuring less than 16 inches (406 mm) from the finished floor to the finished ceiling  
11 may not be considered as contributing to the minimum required area for the loft.

12  
13 (2) *Loft access.* The access to and primary egress from lofts may be any of the following  
14 types:

15  
16 (a) *Stairways.* Stairways accessing lofts must comply with the Florida Building  
17 Code or with the following:

18  
19 (i) *Width.* Stairways accessing a loft may not be less than 17 inches (432  
20 mm) in clear width at or above the handrail. The width below the handrail may not be  
21 less than 20 inches (508 mm).

22  
23 (ii) *Headroom.* The headroom in stairways accessing a loft may not be less  
24 than 6 feet 2 inches (1880 mm), as measured vertically, from a sloped line connecting  
25 the tread or landing platform nosings in the middle of their width.

26  
27 (iii) *Treads and risers.* Risers for stairs accessing a loft may not be less than  
28 7 inches (178 mm) and not more than 12 inches (305 mm) in height. Tread depth and  
29 riser height must be calculated in accordance with one of the following formulas: 1)  
30 the tread depth shall be 20 inches (508 mm) minus four-thirds of the riser height; or 2)  
31 the riser height shall be 15 inches (381 mm) minus three-fourths of the tread depth.

32  
33 (iv) *Landing platforms.* The top tread and riser of stairways accessing lofts  
34 must be constructed as a landing platform where the loft ceiling height is less than 6  
35 feet 2 inches (1880 mm) where the stairway meets the loft. The landing platform must  
36 be 18 inches to 22 inches (457 to 559 mm) in depth measured from the nosing of the  
37 landing platform to the edge of the loft, and 16 to 18 inches (406 to 457 mm) in height  
38 measured from the landing platform to the loft floor.

39  
40 (v) *Handrails.* Handrails must comply with Section R311.7.8.

41  
42 (vi) *Stairway guards.* Guards at open sides of stairways must comply with  
43 Section R312.1.

44  
45 (b) *Ladders.* Ladders accessing lofts must comply with the above regulations for  
46 stairways and with the following:

1 (i) *Size and capacity.* Ladders accessing lofts must have a rung width of  
2 not less than 12 inches (305 mm), and 10-inch (254 mm) to 14-inch (356 mm) spacing  
3 between rungs. Ladders must be capable of supporting a 200-pound (75 kg) load on  
4 any rung. Rung spacing must be uniform within 3/8 inch (9.5 mm).

5  
6 (ii) *Incline.* Ladders must be installed at 70 to 80 degrees from horizontal.  
7

8 (c) *Alternating tread devices.* Alternating tread devices accessing lofts must  
9 comply with Sections R311.7.11.1 and R311.7.11.2. The clear width at and below the  
10 handrails must be not less than 20 inches (508 mm).

11  
12 (d) *Ships ladders.* Ships ladders accessing lofts must comply with Sections  
13 R311.7.12.1 and R311.7.12.2. The clear width at and below handrails must be not less  
14 than 20 inches (508 mm).

15  
16 (e) *Loft guards.* Loft guards must be located along the open side of lofts. Loft  
17 guards must be not less than 36 inches (914 mm) in height or one-half of the clear  
18 height to the ceiling, whichever is less.

19  
20 (E) *Emergency escape and rescue openings.* Tiny houses must meet the requirements of  
21 Section R310 for emergency escape and rescue openings.

22  
23 (1) *Exception.* Egress roof access windows in lofts used as sleeping rooms are  
24 deemed to meet the requirements of Section R310 where installed such that the bottom  
25 of the opening is not more than 44 inches (1118 mm) above the loft floor, provided the  
26 egress roof access window complies with the minimum opening area requirements of  
27 Section R310.2.1.  
28

29 **SECTION 3. Severability.** If any provisions or portion of this Ordinance is declared by any court  
30 of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions  
31 and portions of this Ordinance shall remain in full force and effect.  
32

33 **SECTION 4. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of this  
34 ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with  
35 the Tallahassee-Leon County 2030 Comprehensive Plan as amended, which provisions shall prevail  
36 over any parts of this ordinance which are inconsistent, either in whole or in part, with the said  
37 Comprehensive Plan.  
38

39 **SECTION 5. Transmittal.** This ordinance enacting technical amendments to the Florida Building  
40 Code shall be transmitted to the Florida Building Commission within 30 days after enactment.  
41

42 **SECTION 6. Effective Date.** This ordinance shall be effective immediately upon the expiration of  
43 the thirty (30) days after such amendments have been received and published by the Florida Building  
44 Commission.  
45  
46



**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, February 12, 2019, 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 5, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, ENTITLED “BUILDING AND CONSTRUCTION REGULATION”; AMENDING SECTION 5-37, FLORIDA BUILDING CODE; CREATING A NEW SECTION 5-40 TO BE ENTITLED TINY HOUSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, Florida 32301

and

Leon County Clerk’s Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: February 1, 2019

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #18**

# Leon County Board of County Commissioners

## Agenda Item #18

February 12, 2019

**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 Resolution Renouncing and Disclaiming any Right of the County in and to a Portion of Gaines Street Right-of-Way Encroached Upon by Waterworks Property

<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 Brent Pell, P.E., Director, Public Works Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Dan Rigo, Assistant County Attorney Mitzi M. McGhin, Real Estate Specialist

### **Statement of Issue:**

This agenda item requests the Board conduct the first and only Public Hearing and adopt the proposed Resolution renouncing and disclaiming any right of the County in approximately five feet of Gaines Street right-of-way immediately adjacent to the historic Waterworks building. The Seller (City of Tallahassee) and Buyer (North American Properties) of the historic Waterworks property are requesting the County disclaim any ownership in order to have clear title necessary to effectuate the real estate transaction.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and adopt the Resolution (Attachment #1) renouncing and disclaiming any right of the County in and to a portion of the Gaines Street right-of-way encroached upon by the Waterworks property.

## **Report and Discussion**

### **Background:**

This agenda item requests the Board conduct the first and only public hearing and adopt the proposed Resolution (Attachment #1) renouncing and disclaiming any right of the County in and to a portion of the Gaines Street right-of-way encroached upon by the Waterworks property located on the north side of Gaines Street between South Gadsden Street and South Meridian Street (Attachment #2). This portion of Gaines Street was classified as a County road in the 1970's by the Florida Department of Transportation as part of the statutorily mandated functional classification of roads enacted by the Legislature in 1977. As of the classification date, the County has been responsible for the operation and maintenance of the roadway portion of the Gaines Street right-of-way. However, pursuant to the statute, the City of Tallahassee has continued to be responsible for the portions of right-of-way lying outside the curbs of the roadway including the sidewalks and landscaping.

In October 2018, the County Attorney's Office was contacted by the attorney for North American Properties, Inc. ("NAP"), the developer of the largescale project being constructed adjacent to Cascades Park. As part of the project, NAP is under contract with the City to purchase the City's Waterworks property. The title work for the purchase revealed that the southernmost building on the property encroaches approximately five feet into the Gaines Street right-of-way. For the City to provide clear title to the property, the title underwriter is requiring abandonment of any rights of the City and the County in the encroachment area. Pursuant to the purchase and sale agreement, the City is responsible for obtaining the abandonment and for the associated costs. As such, the City delivered its abandonment application to County staff on January 10, 2019, along with the required fee and attachments, requesting the County to proceed with its abandonment of the right-of-way lying within encroachment area (Attachment #3). The project narrative provided by the City (Attachment #4) contains a detailed background on the sale of the property. It also describes the negligible impact the abandonment will have on the Gaines Street right-of-way as compared to the positive impacts that will result from the redevelopment of the historic Waterworks building, which is currently vacant, boarded up, and underutilized.

Because the encroachment area lies outside the boundaries of the roadway, within the portion of right-of-way never accepted for use or maintenance by the County nor otherwise used for roadway purposes, the appropriate procedure is the County's renunciation and disclaimer of interest in the right-of-way rather than abandonment. A sketch and description of the area of encroachment is attached (Attachment #5).

Upon receipt of the City's application, Real Estate staff solicited comments from appropriate County staff and addressed any other items of concern. The responses from County staff indicated there were no objections to the renunciation and disclaimer of the right-of-way lying within area of encroachment.

Title: First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in and to a Portion of Gaines Street Right-of-Way Encroached Upon by Waterworks Property

February 12, 2019

Page 3

---

**Analysis:**

Pursuant to Sections 336.09 and 336.10, Florida Statutes, the Board, on its own motion or upon the request of any person or persons, may renounce and disclaim any right of the County and the public in and to land delineated on any recorded plat as a street, alleyway, or road. To accomplish this, the Board is required to hold a public hearing with notice published at least two weeks prior to the public hearing. After conducting the public hearing, the action of the Board regarding the renunciation and disclaimer must be evidenced by the adoption of a Resolution, which must then be recorded in the official records of Leon County. Thereafter, any ownership rights of the County or the public in and to the portion of the Gaines Street right-of-way encroached upon by the Waterworks property located on the north side of Gaines Street between South Gadsden Street and South Meridian Street will be extinguished.

Section 336.10, Florida Statutes, requires that a notice of the public hearing be published in a local newspaper one time at least two weeks prior to the public hearing. In accordance with the statute, the notice for the public hearing was timely published in the *Tallahassee Democrat* (Attachment #6).

**Options:**

1. Conduct the first and only public hearing and adopt the Resolution renouncing and disclaiming any right of the County in and to a portion of the Gaines Street right-of-way encroached upon by the Waterworks property (Attachment #1).
2. Conduct the first and only public hearing and do not adopt the Resolution renouncing and disclaiming any right of the County in and to a portion of the Gaines Street right-of-way encroached upon by the Waterworks property.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Resolution
2. Property location map
3. Abandonment application submitted by the City
4. Project narrative provided in City's application
5. Area of encroachment
6. Notice of public hearing

**RESOLUTION NO.: R19-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA RENOUNCING AND DISCLAIMING ANY RIGHT OR INTEREST OF LEON COUNTY IN AND TO A PORTION OF THE GAINES STREET RIGHT-OF-WAY ENCROACHED UPON BY THE WATERWORKS PROPERTY LOCATED ON THE NORTH SIDE OF GAINES STREET BETWEEN SOUTH GADSDEN STREET AND SOUTH MERIDIAN STREET**

**WHEREAS**, on the 28th day of January, 2019, the Board of County Commissioners of Leon County, Florida (hereinafter the “Board”) published a notice of public hearing to take place on February 12, 2019, at which the Board would consider the renunciation and disclaimer of any right or interest of Leon County in and to a portion of the Gaines Street Right-of-Way encroached upon by the Waterworks property located on the north side of Gaines Street between South Gadsden Street and South Meridian Street (Parcel I.D. No. 21-36-25-027-116-7), as depicted in Exhibit “A” attached hereto (hereinafter the “Subject Property”); and

**WHEREAS**, the area of encroachment, as depicted on Exhibit “B” attached hereto, is within the landscaped area of said right-of-way maintained by the City and is entirely out of the roadway area maintained by the County (hereinafter the “Area of Encroachment”);

**WHEREAS**, said notice of public hearing is evidenced by the Proof of Publication attached hereto as Exhibit “C”, which reflects the advertisement of said notice of public hearing in the *Tallahassee Democrat*, a newspaper of general circulation in Leon County, Florida; and

**WHEREAS**, pursuant to said notice of public hearing and Chapter 336, Florida Statutes, the Board conducted a public hearing on February 12, 2019, in the Commission Chambers of the Leon County Courthouse, during which the Board received public comment from each and every person so requesting;

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

1. The Board hereby finds that the Gaines Street Right-of-Way constitutes land delineated on maps of record in Leon County, Florida as a street or road, and hereby renounces and disclaims any right or interest of Leon County or the public in and to the Area of Encroachment located in said right-of-way.

2. The Clerk of the Board is hereby directed to publish notice of the adoption of this Resolution, within thirty (30) days following its adoption, in one issue of a newspaper of general publication in Leon County, Florida, and that the Clerk thereafter record in the official records of Leon County, Florida the Proof of Publication of notice of public hearing, this Resolution as adopted, and the Proof of Publication of the notice of the adoption of this Resolution.

**DONE AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, on this the 12th day of February, 2019.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jimbo Jackson, Chairman  
Board of County Commissioners

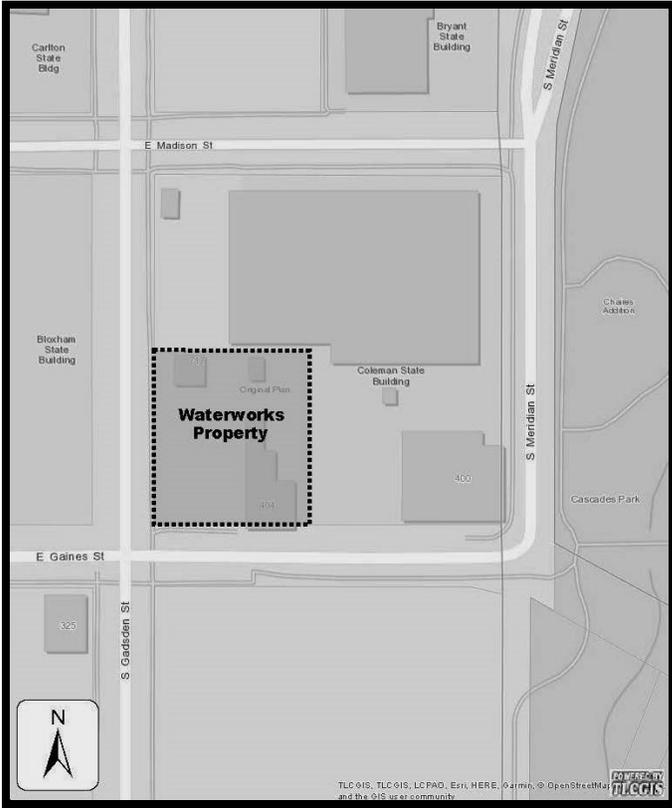
ATTESTED BY:  
Gwendolyn Marshall, Clerk of Court &  
Comptroller, Leon County, Florida

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

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

# Exhibit "A" Subject Property



# Exhibit "B"

## Area of Encroachment

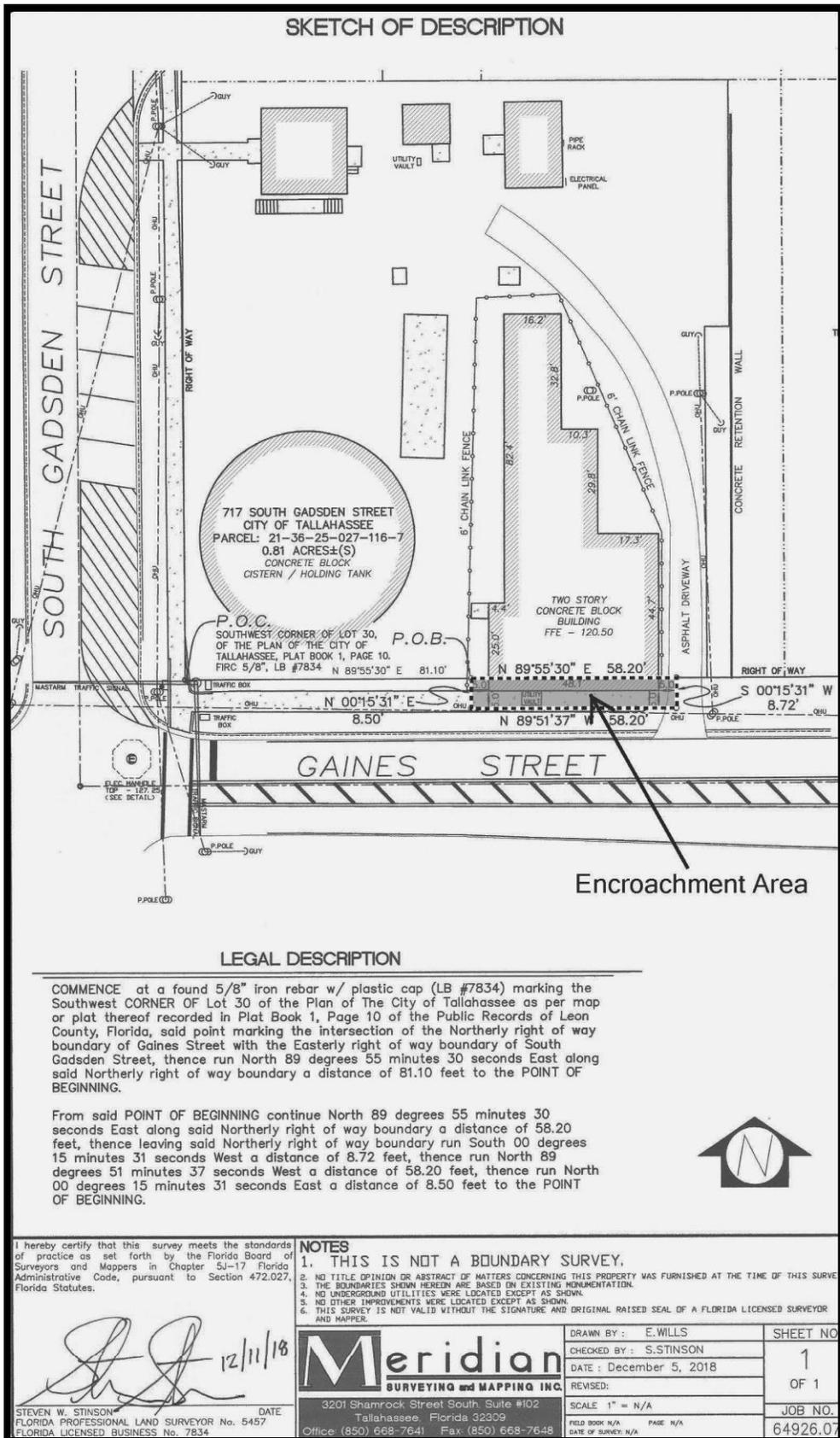


Exhibit "C"  
Proof of Publication

**NOTICE OF PUBLIC HEARING**

Notice is hereby given pursuant to Section 336.10, Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board") will conduct a public hearing on Tuesday, February 12, 2019, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a resolution renouncing and disclaiming any right or interest of the County in and to a portion of Gaines Street right-of-way encroached upon by the Waterworks property located on the north side of Gaines Street between South Gadsden Street and South Meridian Street (Parcel I.D. No. 21-36-25-027-116-7).

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the documents may be inspected at the following locations during regular business hours:

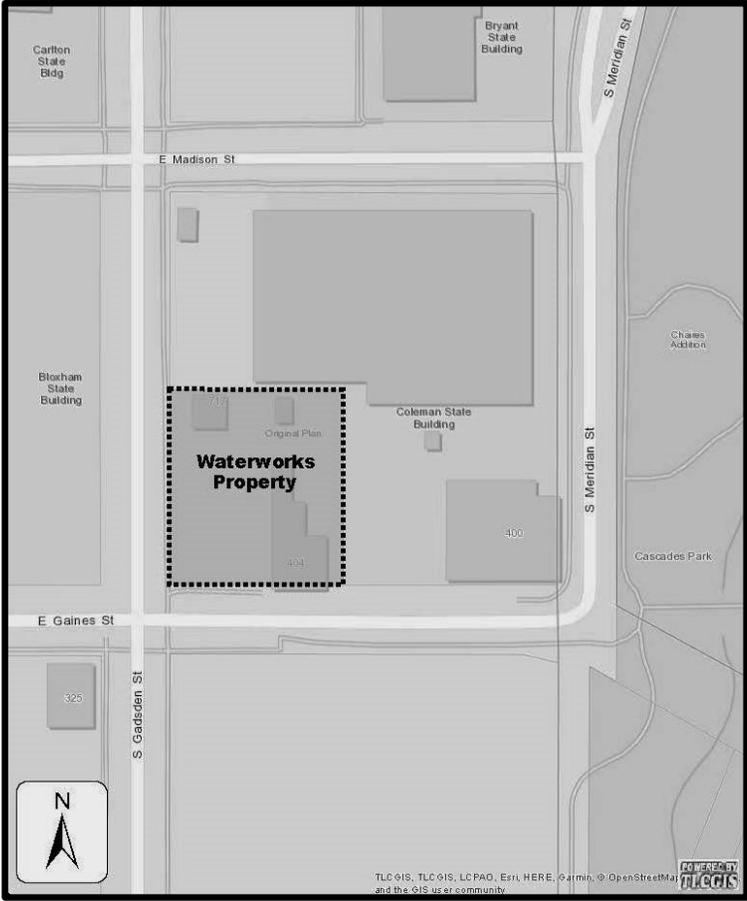
Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, Florida 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: January 28, 2019

A18-0710





### LEON COUNTY ABANDONMENT APPLICATION

Make application to:  
**Leon County Real Estate Management**  
Phone: 850-606-5142

***NOTE: A presubmittal meeting with Department of Development Support & Environmental Management is highly encouraged in order to provide comments prior to formal submittal of an abandonment application***

1. Type of Abandonment:  Release of Easement  
Type of Easement:  Utility  Stormwater  Access/Parking  
 Abandonment of Right-of-Way  
 Closure of a Public Street  
  
Street Name: E. Gaines Street
  
2. Property Owner's Name: Leon County / Real Estate Management  
Mailing Address: 301 S. Monroe Street  
Tallahassee, FL 32301  
City State Zip  
Telephone No.: 850-606-5142  
Email Address: mcghinm@leoncountyfl.gov
  
3. Applicant's (Optionee) Name: City of Tallahassee / Real Estate Management  
Mailing Address: 300 S. Adams Street  
Tallahassee, FL 32301  
City State Zip  
Telephone No.: 850-891-8068  
Email Address: robert.culverhouse@talgov.com
  
4. Agent's Name: Robert Culverhouse  
Mailing Address: 300 S. Adams Street  
Tallahassee, FL 32301  
City State Zip  
Telephone No.: 850-891-8068  
Email Address: robert.culverhouse@talgov.com
  
5. Parcel Identification Number: 00-00-00-ROW-0000
  
6. Zoning District: Central Core
  
7. Acreage or square footage of area applicable to abandonment: 501 +/- square feet

**ABANDONMENT CHECKLIST**

Parcel ID No.: 00-00-00-ROW-0000

- A. This completed checklist
  - B. Completed Application for Abandonment. **(original)**
  - C. Completed Owner's Affidavit for property adjacent to right-of-way to be abandoned or property on which easement to be abandoned is located. **(original)**
  - D. Legal description of all property proposed for abandonment, closure, or release of easement.
  - E. Survey identifying pre and post conditions for the area to be abandoned which includes any structures or other easements.
  - F. Narrative description of the request and the basis for it. Narrative needs to include a description of what will become of the area to be abandoned (i.e. absorbed by adjacent parcels, converted to open space, etc.).
  - G. Sketch or survey showing the approximate location of all known utilities, structures and driveways within 300 feet.
  - H. Letter of support from each abutting property owner, or a statement setting forth the reason such letter of support is not available. (Not required for a release of easement).
8. For each abandonment application, remit **\$960** application review fee (includes \$360 for direct notice and legal advertisement) to Real Estate Management. Make checks payable to Leon County, Florida.
9. The owner/applicant may be required to execute and agreement to hold Leon County harmless in the event that damage results to the owner's property as a consequence of the abandonment. The owner/applicant shall be required to contact the County Attorney's office and, if required by the County Attorney, complete such agreement before the abandonment request may be approved.
10. Applications should be made to the Leon County Real Estate Management, 301 S. Monroe Street, Room 202, Tallahassee, Florida 32301.
11. Applications will be reviewed by several departments. Real Estate will make a formal recommendation regarding the application and forward the application to the Board of County Commissioners for final decision at the next available public hearing (this takes six to eight weeks). Should you have any questions regarding this process, feel free to contact the Leon County, Florida Real Estate at 606-5142.

Project Narrative - E. Gaines Street Abandonment (Waterworks)

Per the City Commission's direction in July of 2017, staff released a Request for Proposals (RFP) on November 5, 2017, for the sale and redevelopment of the Old City Waterworks property located at 404 East Gaines Street and 717 South Gadsden Street (Parcel ID 21-36-25-027-1167). One proposal was received in response to the RFP. North American Properties (NAP) submitted a vision for a repurposing and utilization of the Waterworks property, incorporating the property into the larger Cascades project and highlighting the historical architecture and craftsmanship of the building. The Commission approved the sale to NAP on March 21, 2018. Subsequently, the City and NAP executed an agreement to facilitate the sale.

As part of the due diligence associated with the sale, a survey indicated that a portion of the Waterworks Building (404 E. Gaines Street) encroaches upon the E. Gaines Street right-of-way. Subsequent conversations with Dan Rigo, Assistant County Attorney, indicated a belief that the building encroachment is located upon the City's maintained right-of-way between S. Gadsden and S. Meridian Streets and north of the Leon County maintained right-of-way.

This application requests the abandonment of that portion of the building encroachment upon the maintained right-of-way. An abandonment is currently being processed through the City of Tallahassee's Growth Management Department. In an abundance of caution, an abandonment application is being concurrently processed through Leon County.

The City of Tallahassee owns the only parcel abutting the area of the proposed abandonment, and the City supports this abandonment. There are no other property owners or businesses that abut this roadway segment.

This abandonment is in the best interest of the public as the abandonment will facilitate the sale and redevelopment of the historic Waterworks property. The existing Waterworks buildings are vacant, boarded up and underutilized. The proposed redevelopment envisions a repurposing and utilization of the Waterworks property, incorporating the property into the larger Cascades project and highlighting the historical architecture and craftsmanship of the building.

The approval of the proposed abandonment will not create any safety or public health hazards, including any environmental health hazards.

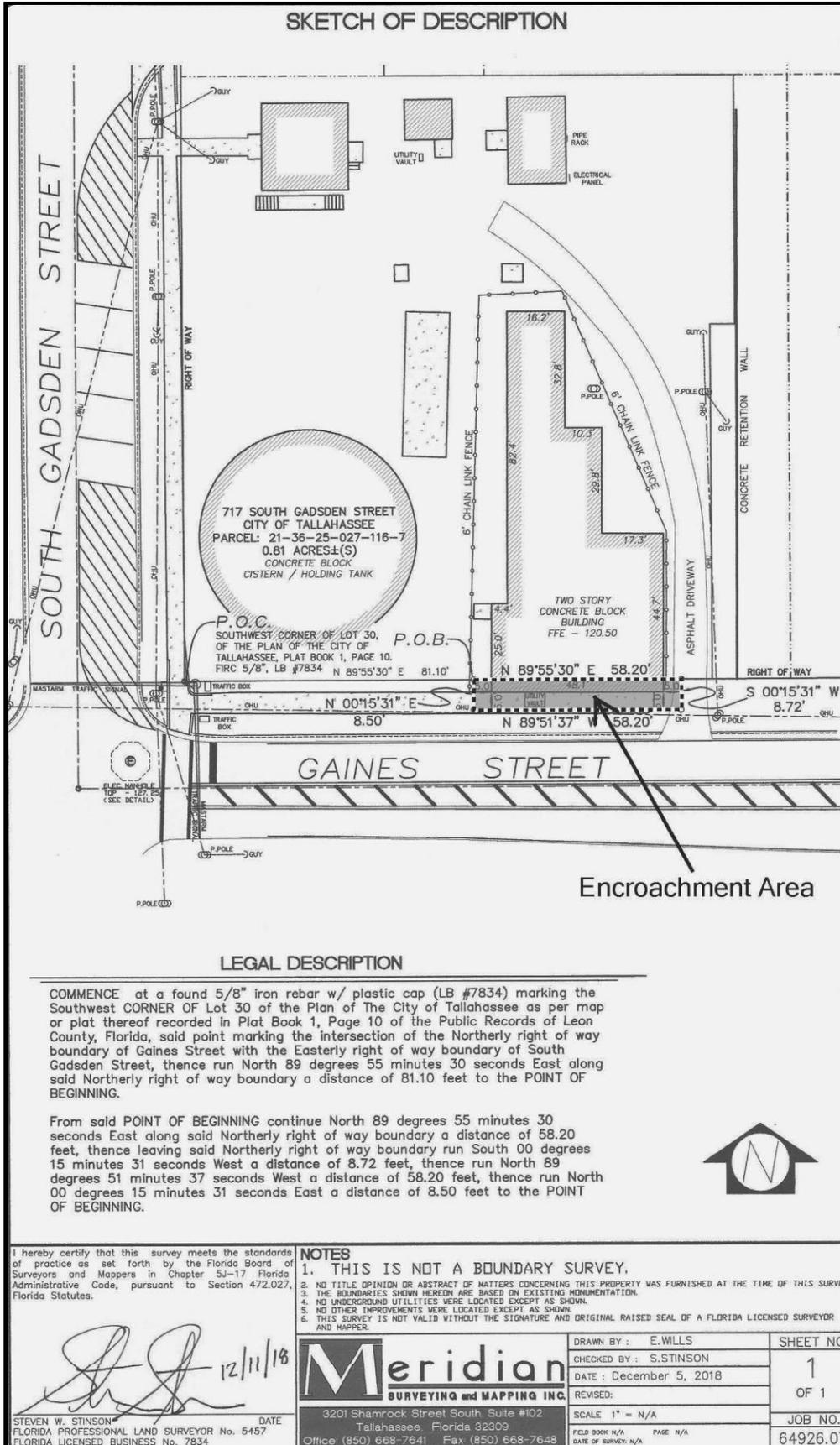
The approval of the proposed abandonment will not result in a diminishment of access to any existing parcel/lot of record.

The approval of the proposed abandonment will not result in a diminishment of access to any publicly maintained facility or infrastructure.

The approval of the application does not create any known condition inconsistent with the Tallahassee-Leon County Comprehensive Plan, Tallahassee Land Development Code, or the Long-Range Transportation Plan. The approval of the application does not eliminate or preclude a street or bicycle/ pedestrian interconnection that the city commission intends to retain.

The approval of the application does not eliminate or preclude a street or bicycle/ pedestrian trail that the city commission intends to retain.

The approval of the application does not adversely affect service access required for any official public safety, utility service, or waste collection service provider, the United States Postal Service, Leon County School's buses, or StarMetro.



## NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Section 336.10, Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board") will conduct a public hearing on Tuesday, February 12, 2019, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a resolution renouncing and disclaiming any right or interest of the County in and to a portion of Gaines Street right-of-way encroached upon by the Waterworks property located on the north side of Gaines Street between South Gadsden Street and South Meridian Street (Parcel I.D. No. 21-36-25-027-116-7).

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the documents may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, Florida 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: January 28, 2019

A18-0710